



LINCOLNWOOD SCHOOL DISTRICT 74  
BOARD OF EDUCATION  
REGULAR MEETING AGENDA  
THURSDAY, FEBRUARY 4, 2021 AT **7:30 PM**

BOARD OF EDUCATION  
**Scott L. Anderson**, President  
**Kevin Daly**, Vice President  
**John P. Vranas**, Secretary  
**Jeffrey S. Evens**  
**Myra A. Foutris**  
**Elaina Geraghty**  
**Rupal Shah Mandal**

ADMINISTRATION  
**Dr. Kimberly A. Nasshan**, Superintendent of Schools  
**Dr. David Russo**, Assistant Superintendent for Curriculum and Instruction  
**Courtney Whited**, Business Manager/CSBO

*Agenda of the Regular Meeting of the Board of Education of Lincolnwood School District 74,  
Cook County, Illinois, to be held in the Lincoln Hall Auditorium  
6855 North Crawford  
Lincolnwood, IL 60712,  
on Thursday, February 4, 2021.*

**Notice of Change in Meeting Location  
for the February 4, 2021,  
Meeting of the Board of Education of School District Number 74,  
Cook County, Illinois**

Public Notice is Hereby Given that the meeting of the Board of Education of School District Number 74, Cook County, Illinois, scheduled for 4th day of February, 2021, at 7:30 o'clock P.M., at the Village of Lincolnwood Council Chambers, 6900 North Lincoln Avenue, Lincolnwood, Illinois, has been relocated to the Auditorium of the Lincoln Hall Middle School Building, 6855 North Crawford Avenue, Lincolnwood, Illinois, and will also be accessible by video conference via ZOOM webinar, which connection information will be made available via the following electronic link: <https://meetings.boardbook.org/Public/Organization/1270>.

The Agenda for the Meeting is as follows:

**IN-PERSON PARTICIPATION:** Pursuant to the Governor's disaster proclamation issued on January 8, 2021, no more than 10 people may gather at this location for the meeting. Per Board Policy 2:230, anyone who wishes to address the Board during "Audience to Visitors" as indicated on the agenda may do so when recognized by the Board President. Typically each person is allotted three minutes. Members of the public may only participate by joining through ZOOM Conferencing. The ZOOM Tech Check will be at 7:15 p.m.

Join the meeting via ZOOM app (video and audio): Meeting ID: # 899 7901 8111  
(Link: <https://sd74-org.zoom.us/j/89979018111>)

or

Join the meeting via phone (audio only): Step #1: Dial 1-312-626-6799; Step #2: Enter Meeting ID: # 899 7901 8111

Bill reviewers for the month: John P. Vranas and Myra A. Foutris

**1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - (7:30 p.m.)**

- ☐ Scott L. Anderson
- ☐ Kevin Daly
- ☐ Jeffrey S. Evens
- ☐ Myra A. Foutris
- ☐ Elaina Geraghty
- ☐ Rupal Shah Mandal
- ☐ John P. Vranas

## ADMINISTRATIVE TEAM MEMBERS

___ Dr. Kimberly A. Nasshan	___ Dr. Dominick Lupo
___ Dr. David L. Russo	___ Mark Atkinson
___ Courtney Whited	___ Chris Harmon
___ Jennifer Ruttkay	___ Erin Curry
___ Christopher Edman	___ Christina Audisho
___ Renee Tolnai	

## 2. AUDIENCE TO VISITORS

## 3. DISTRICT RECOGNITION

- a. 7th grade student, **Salwa M.**, won the Lincoln Hall Spelling Bee. Salwa will be moving on to the Regional Competition of the Scripps National Spelling Bee.

## 4. INFORMATION/ACTION: CONSENT AGENDA

(Any member of the Board wishing to vote separately on a Consent Agenda item should request removal of that item from the Consent Agenda.)

### a. Approval of Minutes

- I. Regular Board Meeting Minutes - **JANUARY 7, 2021**
- II. Regular Board Meeting - Closed Session Minutes - **JANUARY 7, 2021**

### b. Employment Matters

- I. Personnel Report

### c. Children's Care and Development Center (CCDC) Lease Agreement

The Finance Committee concurs to recommend to the Board of Education to enter into a new 5-year lease term at the initial annual rate of \$83,017 with 3.0% increases each fiscal year.

### d. 2021-22 School Fees

The Finance Committee concurs to recommend to the Board of Education to approve the 2021-22 School Fee Schedule, as presented.

### e. Post-Issuance Tax Compliance Reports

The Finance Committee concurs to recommend to the Board of Education to accept the findings contained in the Post-Issuance Tax Compliance Reports.

### f. Pitney Bowes Postage Meter Lease Renewal

The Finance Committee concurs to recommend to the Board of Education to approve the 60-month Agreement with Pitney Bowes in the amount of \$9,821.40 for postage meter leasing.

### g. Amendment No. 2 to Siemens Performance Contracting Agreement

The Facilities Committee concurs to recommend to the Board of Education to approve the Performance Assurance Service Program cancellation by signing Amendment No. 2 to the Performance Contracting Agreement with Siemens.

### h. Administrator Contracts

The Lincolnwood School District 74 Board of Education approves all Administrator Contracts.

- I. Dr. Kimberly A. Nasshan, Superintendent of Schools, through June 30, 2022
- II. Dr. David L. Russo, Assistant Superintendent for Curriculum and Instruction/Superintendent (2022-23)
- III. Dr. Dominick Lupo, Principal, Lincoln Hall Middle School/Assistant Superintendent (2022-23)
- IV. Mark Atkinson, Assistant Principal/Principal, Lincoln Hall Middle School (2022-23)

V. Erin Curry, Principal, Rutledge Hall  
VI. Chris Harmon, Principal, Todd Hall

i. POLICY

I. 2nd Reading/Adoption of Policy

1. 4:90 Student Activity and Fiduciary Funds

II. Consent Only - Policies Excluded from 1st Reading for Approval\*

\*These policies are excluded from 1st Reading because they only involve changes in citations or immediate compliance with the law or Illinois School Code.

1. Policy 8:25 Advertising and Distributing Materials in Schools Provided by Non-School Related Entities

j. Donation to Lincolnwood School District 74

The Administration recommends that the Lincolnwood School District 74 Board of Education approve the Donation from the Horner Family in the amount of \$2,250.

k. Baseball Fields Dressing

The Facilities Committee concurs to recommend to the Board of Education to accept the agreement from Sportsfields, Inc. for field dressing services using Mid Lo mix in the amount of \$26,850.

l. Rutledge Hall Stairwell Flooring Bid

The Facilities Committee concurs to recommend to the Board of Education to accept the bid from Johnson Floor Company in the amount of \$88,540 for the Rutledge Hall Stairwell Flooring project to begin and finish during the Summer 2021.

m. Todd Hall and Rutledge Hall Doors

The Facilities Committee concurs to recommend to the Board of Education to accept the bid from Stuckey with Alternate #1 in the amount of \$820,643 for the purpose of completing Health Life Safety interior and exterior door work at Todd Hall and Rutledge Hall during the summer of 2021.

Rationale: As part of the regular meeting, the Board of Education routinely approves minutes, personnel items, Board policies, and routine business matters.

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education approves those items on the Consent Agenda as appear above.**

Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

5. UNFINISHED BUSINESS

6. NEW BUSINESS

7. COMMUNICATION FROM BOARD MEMBERS

- a. NTDSE/District 807: **John P. Vranas/Kevin Daly**
- b. IASB (Illinois Association of School Boards): **Elaina Geraghty/Myra A. Foutris**
- c. Finance Committee: **Kevin Daly/John P. Vranas**
- d. Facilities Committee: **John P. Vranas/Elaina Geraghty**
- e. Policy Committee: **Rupal Shah Mandal/Myra A. Foutris/Jeffrey S. Evens**
- f. President's Report: **Scott L. Anderson**

I. INFORMATION/DISCUSSION/ACTION: Committee Appointments of Emily McCall (Facilities), Leah Brennan (Policy), Lidia Kaihara (Finance), and Reuben George (Finance)

II. INFORMATION/DISCUSSION/ACTION: 3-Month Review and Approval of the Resolution 2020-21 re: Reopening and Requirements for Use of Personal Protective Equipment (Including Face Coverings) and Symptom Screening During the Covid-19 Pandemic.

Rationale: The Lincolnwood School District 74 Board of Education approves all Resolutions.

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education approves the Resolution 2020-21 re: Reopening and Requirements for Use of Personal Protective Equipment (Including Face Coverings) and Symptom Screening During the Covid-19 Pandemic, as presented.**

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

III. INFORMATION/DISCUSSION/ACTION: Bi-Annual Review of Closed Meeting Minutes

Rationale: The Board of Education semi-annually reviews closed session minutes per 5 ILCS 120/2(c)(21) and Board Policy 2:220.

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education authorize the release of certain closed session minutes, as listed in the attachment between January 16, 2007 to August 6, 2020, which were reviewed by the Board of Education and recommended by the Secretary of the Board of Education, as no longer needing confidential treatment.**

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

IV. INFORMATION/DISCUSSION/ACTION: Destruction of Closed Meeting Audio Recordings

Rationale: The Board of Education approves the destruction of particular closed meeting recording(s) that are at least 18 months old and for which approved minutes of the closed meeting already exist, per 5 ILCS 120/2(c)(21) and Board Policy 2:220.

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education authorize the destruction of certain closed session audio recordings, as listed on the attachment, which were held prior to July 1, 2019, and for which approved minutes already exist, as reviewed by the Board of Education and recommended by the Secretary of the Board of Education.**

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

#### 8. COMMUNICATION TO THE BOARD OF EDUCATION

- a. PTA (Parent Teacher Association): **Courtney Tucker (President)**
- b. LTA (Lincolnwood Teacher Association): **Travis DuPriest/Stacy Panoutsos/Jamie Schremser/Stephanie Shortell (Co-Presidents)**
- c. LSSU (Lincolnwood Support Staff Union): **Tammer Gad (President)**

#### 9. ADMINISTRATIVE REPORTS

- a. Superintendent's Report: **Dr. Kimberly A. Nasshan**
  - I. INFORMATION/DISCUSSION: District Updates
- b. Curriculum and Instruction, Assistant Superintendent's Report: **Dr. David L. Russo**
  - I. INFORMATION/DISCUSSION: Spring Assessment Window Update
- c. Business and Operations, Business Manager/CSBO: **Courtney Whited**



I. INFORMATION/DISCUSSION: Finance Report - **November 2020**

II. INFORMATION/DISCUSSION/ACTION: Conduct a Public Hearing Concerning the Intent of the Board of Education to Sell \$7,000,000 Working Cash Fund Bonds for the Purpose of Increasing the Working Cash Fund of the District

Rationale: The Lincolnwood School District 74 Board of Education must hold a public hearing concerning the intent of the Board of Education of the District to sell \$7,000,000 Working Cash Bonds for the purpose of increasing the working cash fund of the District.

**PUBLIC HEARING**

**OPEN PUBLIC HEARING**

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education open the Public Hearing concerning the intent of the Board of Education to sell \$7,000,000 Working Cash Fund Bonds for the purpose of increasing the working cash fund of the District.**

Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**AUDIENCE COMMENTS**

**CLOSE THE PUBLIC HEARING**

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education close the Public Hearing concerning the intent of the Board of Education to sell \$7,000,000 Working Cash Fund Bonds for the purpose of increasing the working cash fund of the District.**

Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

III. INFORMATION/ACTION: Bills Payable in the Amount of \$598,862.37

**Bills reviewed this month by:** John P. Vranas and Myra A. Foutris

Rationale: The Board of Education routinely reviews and approves invoices and bills.

**Recommended Motion: I move that the Lincolnwood School District 74 Board of Education approve invoices and bills in the amount of \$598,862.37.**

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

10. AUDIENCE TO VISITORS

11. RECESS INTO CLOSED SESSION

I move that the Lincolnwood School District 74 Board of Education recess into Closed Session for the purposes of: **5 ILCS 120/2(c)(1), amended by P.A. 101-459 - Personnel** and **5 ILCS 120/2(c)(2) - Collective Negotiating**.

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

12. ADJOURNMENT

Motion by Member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

***Dr. Kimberly A. Nasshan, Superintendent of Schools***

*Lincolnwood School District 74 is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or facility, are requested to contact the District Office at 847-675-8234 promptly to allow Lincolnwood School District 74 to make reasonable accommodations for those persons.*

***DATED:*** *The 2nd day of February, 2021*

***John Vranas***

***Secretary, Board of Education***

***School District Number 74, Cook County, Illinois***



LINCOLNWOOD SCHOOL DISTRICT 74  
BOARD OF EDUCATION  
REGULAR MEETING MINUTES  
THURSDAY, JANUARY 7, 2021 AT **7:30 PM**

BOARD OF EDUCATION  
Scott L. Anderson, *President*  
Kevin Daly, *Vice President*  
John P. Vranas, *Secretary*  
Jeffrey S. Evens  
Myra A. Foutris  
Elaina Geraghty  
Rupal Shah Mandal

ADMINISTRATION  
Dr. Kimberly A. Nasshan, *Superintendent of Schools*  
Dr. David Russo, *Assistant Superintendent for Curriculum and Instruction*  
Courtney Whited, *Business Manager/CSBO*

*Minutes of the Regular Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Lincoln Hall Auditorium, 6855 North Crawford, Lincolnwood, IL 60712, with ZOOM Video Conferencing available for public participation on Thursday, January 7, 2021.*

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

President Anderson called the Regular Meeting to order at 7:33 p.m. Roll call was taken and the Pledge of Allegiance was recited:

MEMBERS PRESENT

Scott L. Anderson  
Kevin Daly  
Jeffrey S. Evens  
Elaina Geraghty  
Rupal Shah Mandal  
John P. Vranas (arrived via ZOOM at 8:04 p.m.)

MEMBERS ABSENT

Myra A. Foutris

ADMINISTRATORS/STAFF PRESENT

Dr. Kimberly A. Nasshan	Erin Curry (via ZOOM)	Dr. Dominick Lupo (via ZOOM)
Dr. David Russo	Mark Atkinson (via ZOOM)	Jennifer Ruttkay (via ZOOM)
Courtney Whited	Christopher Edman	Renee Tolnai
Chris Harmon (via ZOOM)	Christina Audisho (via ZOOM)	

President Anderson named Member Geraghty Secretary Pro Tem until Secretary Vranas arrived via ZOOM.

President Anderson recognized Lincolnwood School District 74 alumnus Judge Merrick Garland who was nominated as the United States Attorney General by President-elect Biden on January 6, 2021. Congratulations from the Lincolnwood Learning Community!

2. AUDIENCE TO VISITORS

None

3. CONSENT AGENDA

a. APPROVAL OF MINUTES

- I. Regular Board Meeting Minutes - **December 3, 2020**
- II. Regular Board Meeting - Closed Session Minutes - **December 3, 2020**

b. EMPLOYMENT MATTERS

- I. Personnel Report
- II. New Employment

1. **Sung Min Blades**, School Nurse, Todd Hall, effective January 4, 2021, \$30.48/hr

c. Policy

I. Consent Only - Policies Excluded from 1st Reading for Approval\*

\*These policies are excluded from 1st Reading because they only involve changes in citations or immediate compliance with the law or Illinois School Code.

1. 5:270 Employment At-Will, Compensation, and Assignment
2. 6:315 High School Credit for Students Who Qualify
3. 7:140 Search and Seizure
4. 7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students
5. 6:340 Student Testing and Assessment Program
6. 6:20 School Year Calendar and Day
7. 4:80 Accounting and Audits
8. 3:40 Superintendent

d. Upcoming Staff Development Opportunity

I. IASA School for Advanced Leadership VI (ISAL VI) Training Request

It is the Administrative recommendation to approve registration in the IASA School for Advanced Leadership VI (ISAL VI) cohort from April 2021 to June 2022 for Dr. David Russo, Assistant Superintendent for Curriculum and Instruction.

It was moved by Vice President Daly, and seconded by Member Evens that the Lincolnwood School District 74 Board of Education approves those items on the Consent Agenda as appear above.

President Anderson submitted the motion to a vote and the following vote was recorded:

Ayes: Daly, Evens, Geraghty, Shah Mandal, Anderson

Nays: None

Absent: Foutris, Vranas

Motion passed.

4. UNFINISHED BUSINESS

None

5. NEW BUSINESS

None

6. COMMUNICATION FROM BOARD MEMBERS

a. NTDSE/District 807: **John P. Vranas/Kevin Daly**

Secretary Vranas reported that the NTDSE Governing Board did not meet in December 2020 and the next meeting will be Thursday, January 14, 2021.

b. IASB (Illinois Association of School Boards): **Elaina Geraghty/Myra A. Foutris**

No report.

c. Finance Committee: **Kevin Daly/John P. Vranas**

The Finance Committee last met on November 19, 2020.

The Finance Committee did not meet in December due to a light agenda.

The next Finance Committee meeting is scheduled for Thursday, January 21, 2021 at 6:30 p.m. The public is welcome.

d. Facilities Committee: **John P. Vranas/Elaina Geraghty**

The Facilities Committee last met on November 19, 2020.

The Facilities Committee did not meet in December due to a light agenda.

The next Facilities Committee meeting will be held on its new day of the week Tuesday, January 19, 2021 at 6:00 p.m. The public is welcome.

e. Policy Committee: **Rupal Shah Mandal/Myra A. Foutris/Jeffrey S. Evens**

The Policy Committee last met on Friday, December 11, 2020.

The Committee sent eight policies to the January 7, 2021 Consent Agenda, one policy to 1<sup>st</sup> Reading for Board

review and retained one policy in Committee for further review.

The next Policy Committee meeting is scheduled for Friday, January 22, 2021 at 8:30 a.m. The public is welcome.

I. 1st Reading

I. 4:90 Student Activity and Fiduciary Funds

f. President's Report: **Scott L. Anderson**

I. Appointment of Zade Tagani to the Facilities Committee from the Finance Committee

President Anderson appointed community member Zade Tagani to the Facilities Committee from the Finance Committee without Board of Education objection.

- President Anderson thanked the staff for their hardwork during the recent Adaptive Pause.
- Plans for the 2021-22 school year are beginning with the formation of internal committees, as well as, the Back to School Committee. For families planning purposes, the Back to School Committee will present their 2021-22 School Year Plan presentation at either the May 4, 2021 or June 3, 2021 Board of Education meetings. Watch for future communications.
- Should the vaccine become available, the Village of Lincolnwood, through its Fire Department, has offered to help coordinate so that District staff members can receive.
- President Anderson asked the Board of Education to approve the appointment of community member Reuben George to the Finance Committee, effective January 7, 2021. (This will be added to the February 4, 2021 Board of Education agenda for official Board of Education ratification.)

7. COMMUNICATION TO THE BOARD OF EDUCATION

a. PTA (Parent Teacher Association): **Courtney Tucker (President)**

PTA President Tucker reported the next PTA meeting is scheduled for January 21, 2021 at 5:30 p.m. via ZOOM.

b. LTA (Lincolnwood Teacher Association): **Travis DuPriest/Stacy Panoutsos/Jamie Schremser/Stephanie Shortell (Co-Presidents)**

On behalf of the LTA, Co-President Travis DuPriest wished the Lincolnwood Learning Community a very Happy New Year. Also, the LTA thanked the Board of Education and Administration for their work on trying to secure vaccines for the staff.

c. LSSU (Lincolnwood Support Staff Union): **Tammer Gad (President)**

No report.

8. ADMINISTRATIVE REPORTS

a. Superintendent's Report: **Dr. Kimberly A. Nasshan**

I. District Updates

- Superintendent Nasshan wished the Lincolnwood Learning Community a very Happy New Year.
- Superintendent Nasshan expressed her pride, on behalf of the District, for Judge Merrick Garland's recent nomination as the United States Attorney General by President-elect Biden.
- With regards to the historic moments we currently are living through, Superintendent Nasshan encourages the Lincolnwood Learning Community to add their own family values to the critical thinking and problem-solving skills being taught by the District.
- To begin planning for the 2021-22 school year, Superintendent Nasshan asked staff and families to watch for an email survey asking for input on this past 2020-21 school year. More detailed information is forthcoming.

b. Curriculum and Instruction, Assistant Superintendent's Report: **Dr. David L. Russo**

I. Curriculum Department Update

Dr. Russo introduced members of the Todd Hall staff to share their Second Grade Learning Platform Pilot Program.

II. Second Grade Learning Platform Pilot Program

Todd Hall Principal Chris Harmon shared a brief overview of the changes in one of the learning platforms,

while Second Grade teachers Liz Golden and Hannah Rudman shared a more detailed report on the Second Grade Learning Platform Pilot Program.

### III. Fall 2020 MAP Administration Assessment Report

Assistant Superintendent for Curriculum and Instruction Russo provided the Fall 2020 MAP results presentation. The data presented and reviewed suggested the performance of Lincolnwood SD 74 students showed reading scores to be similar with years past while math performance was lower at some grades. This was consistent with the performance of students nationally as researched by NWEA, publishers of the MAP testing program. The data suggested that Lincolnwood SD 74 students did not experience a precipitous COVID “slide” since the pandemic created restrictions for schools in mid-March 2020.

As the District moves forward, staff will need to continue to evaluate students’ individual mastery of grade level skills and standards as they always do. There is ongoing necessity to have conversations across grade levels and buildings to address the best way to pace and sequence the curriculum.

Member Geraghty questioned the scores in the early elementary grades as to why there was such a large discrepancy between in-person to remote learners. The Administration will continue to work on testing protocols to ensure the validity of scores for both in-person and remote learners.

### c. Business and Operations, Business Manager/CSBO: **Courtney Whited**

#### I. Finance Report - **OCTOBER 2020**

Business Manager/CSBO Whited presented the October 2020 Finance Report.

#### II. Resolution Declaring the Intention to Issue \$7,000,000 Working Cash Fund Bonds of the District for the Purpose of Increasing the District’s Working Cash Fund, and Directing that Notice of Such Intention be Published in the Manner Provided by Law.

It was moved by Vice President Daly, and seconded by Secretary Vranas that the Lincolnwood School District 74 Board of Education approve the resolution declaring the intention to issue \$7,000,000 Working Cash Fund Bonds of the District for the purpose of increasing the District’s Working Cash Fund, and directing that notice of such intention be published in the manner provided by law.

President Anderson submitted the motion to a vote and the following vote was recorded:

Ayes: Daly, Evens, Geraghty, Shah Mandal, Vranas, Anderson

Nays: None

Absent: Foutris

The motion passed.

#### III. Resolution Calling a Public Hearing Concerning the Intent of the Board of Education of the District to Sell \$7,000,000 Working Cash Bonds for the Purpose of Increasing the Working Cash Fund of the District.

It was moved by Vice President Daly, and seconded by Secretary Vranas that the Lincolnwood School District 74 Board of Education approve the resolution calling a public hearing concerning the intent of the Board of Education of the District to sell \$7,000,000 Working Cash Bonds for the purpose of increasing the Working Cash Fund of the District.

President Anderson submitted the motion to a vote and the following vote was recorded:

Ayes: Daly, Evens, Geraghty, Shah Mandal, Vranas, Anderson

Nays: None

Absent: Foutris

The motion passed.

IV. Bills Payable in the Amount of \$3,197,581.15

**Bills reviewed this month by:** Kevin Daly and Jeffrey S. Evens

It was moved by Vice President Daly, and seconded by Member Evens that the Lincolnwood School District 74 Board of Education approve invoices and bills in the amount of \$3,197,581.15.

President Anderson submitted the motion to a vote and the following vote was recorded:

Ayes: Daly, Evens, Geraghty, Shah Mandal, Vranas, Anderson

Nays: None

Absent: Foutris

The motion passed.

9. AUDIENCE TO VISITORS

District parent Emily McCall also questioned the scores in the early elementary grades as to why there was such a large discrepancy between in-person to remote learners. Ms. McCall requested the District consider that all assessment testing be required to be completed in-person as long as it can be done in accordance with current State of Illinois Covid-19 safety protocols.

10. RECESS INTO CLOSED SESSION

It was moved by President Anderson, and seconded by Vice President Daly that the Lincolnwood School District 74 Board of Education recess into Closed Session for the purposes of: **5 ILCS 120/2(c)(1), amended by P.A. 101-459 - Personnel** and **5 ILCS 120/2(c)(2) - Collective Negotiating**.

President Anderson submitted the motion to a voice vote and the motion passed.

11. ADJOURNMENT

It was moved by President Anderson and seconded by Vice President Daly to adjourn the regular meeting of the Lincolnwood School District 74 Board of Education.

President Anderson submitted the motion to a voice vote and the motion passed at 9:09 p.m.

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Scott L. Anderson, President

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John P. Vranas, Secretary



## Executive Summary Board of Education Meeting

DATE: February 4, 2021

TOPIC: Children's Care and Development Center (CCDC) Lease Agreement

PREPARED BY: Courtney Whited

### **Recommended for:**

- ☒ Action
- ☒ Discussion
- ☒ Information

### **Purpose/Background:**

The two-year extension on the Children's Care and Development Center (CCDC) five-year lease agreement ends on June 30, 2021. On October 27, 2020, CCDC submitted a letter to the District expressing an interest to discuss a new lease and its terms. The District values its partnership with CCDC. This tenant has exclusive access to classrooms 404, 405, 406, 407, 409 and the office/lounge in the western wing of Todd Hall. Other areas of the building are occupied by CCDC on a non-exclusive basis that does not interfere with the Landlord's space requirements. Legal counsel is in possession of the previous contract in order to develop a new five-year lease contract. The following page contains a draft of the potential payout schedule.



**Fiscal Impact:**

The first table indicates the fiscal impact:

New Lease	Annual Rate	% Increase
2025-26	\$93,436.37	3.0%
2024-25	\$90,714.92	3.0%
2023-24	\$88,072.74	3.0%
2022-23	\$85,507.51	3.0%
2021-22	\$83,017.00	Initial 5-Yr
<b>\$440,749 total for 5-year duration</b>		

Original	Annual Rate	% Increase
2020-21	\$80,598.53	3.0%
2019-20	\$78,251.00	3.0%
2018-19	\$75,971.84	3.0%
2017-18	\$73,759.07	3.0%
2016-17	\$71,610.75	3.0%
2015-16	\$69,525.00	3.0%
2014-15	\$67,500.00	Initial 5-Yr
<b>\$517,216 total for 7-year duration</b>		

**Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to enter into a new 5-year lease term at the initial annual rate of \$83,017 with 3.0% increases each fiscal year.

**LEASE AGREEMENT BY AND BETWEEN  
LINCOLNWOOD SCHOOL DISTRICT NO 74, COOK COUNTY, ILLINOIS  
AND CHILDREN'S CARE & DEVELOPMENTAL CENTER**

THIS LEASE, made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Lincolnwood School District No. 74, Cook County, Illinois (hereinafter called "Landlord") and Children's Care & Development Center, an Illinois not-for-profit corporation (hereinafter called "Tenant").

**WITNESSETH**

WHEREAS, Landlord is the legal titleholder to the facility and adjoining grounds, commonly known as Todd Hall School located at 3925 Lunt Avenue, Lincolnwood, Illinois (hereinafter referred to as the "Premises"); and

WHEREAS, Landlord has the authority, pursuant to Section 10-22.11 of The School Code (105 ILCS 10-22.11) to lease buildings, rooms, grounds, and appurtenances for appropriate purposes, when such facilities are not required for its own educational programs; and

WHEREAS, Landlord has determined that certain portions of the Premises are temporarily and occasionally unnecessary for its educational programs; and

WHEREAS, Tenant has expressed its interest in leasing a portion of the Premises from Landlord to operate an Early Childhood program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Premises more specifically described in Exhibit A attached hereto and incorporated herein by reference, on either an exclusive or occasional and

intermittent basis and upon the terms and conditions and agreements hereinafter set forth, and Landlord and Tenant hereby agree as follows:

1. LEASE TERM. The term of this Lease shall commence on the 1st day of July, 2021 (the “Commencement Date”) and end on the 30th day of June, 2026, which period shall be referred to herein as the “Lease Term”. This Lease shall remain in effect for the Lease Term, unless earlier terminated in the manner specified in subsequent Sections of this Lease.

2. USE. The Premises shall be used by Tenant for the operation of an early childhood preschool program by Tenant's employees for children age six weeks through grade five, which program shall be licensed by the Illinois Department of Children and Family Services (the “Permitted Use”) and no other use of the Premises shall be permitted, unless otherwise specifically addressed herein or authorized by Landlord.

3. OCCUPANCY AND RENT. Tenant shall be permitted to occupy and utilize those portions of the Premises described in Exhibit A. In general, Tenant shall be permitted to occupy and use the designated classroom areas of the Premises on an exclusive basis and certain other designated common areas of the Premises between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday on days when Landlord shall also be operating its own public educational program on the Premises. In addition, Tenant may be permitted to utilize other classrooms and common areas of the Premises on a limited basis when such areas are not otherwise required by Landlord for its own exclusive use, when adequate prior notice is provided to Landlord, and Landlord specifically consents to such use. The specific details of such occupancy may be renegotiated between the parties during the Lease Term and Exhibit A to the Lease may be revised and amended accordingly upon mutual agreement of the parties.

During the initial year of the Lease Term, Tenant agrees to pay Landlord an annual rental fee of Eighty-Three Thousand Seventeen Dollars (\$83,017) for its use of the designated areas of the Premises. Such rental fee shall be paid to Landlord in twelve equal monthly installments commencing on or before the commencement of the Lease Term and by the first day of each month thereafter during the Lease Term. During each subsequent year of the Lease Term, the annual rental fee shall increase by three percent (3.0%).

4.     CONDITION OF PREMISES. Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representation or warranty concerning the designated areas of the Premises, with respect to the suitability, condition, or repair thereof, and Tenant accepts possession of the designated areas of the Premises in “as is” condition. No promise of Landlord to alter, remodel, improve or repair Premises, or any part thereof has been made. Any modifications to the Premises, which may be required by applicable federal or state law or local ordinance to permit Tenant to conduct its programs, as more specifically identified above as the Permitted Use, shall be undertaken at Tenant's sole expense. All damage or injury to the Premises caused by the acts or negligence of Tenant, its agents, employees, licensees, invitees, permittees, students, or visitors, shall be promptly repaired, to the satisfaction of the Landlord, by Tenant or at Tenant's election, by employees of the Landlord with the Tenant paying all direct labor, material and overhead costs within thirty (30) days of Tenant's receipt of an appropriate invoice from Landlord.

5.     ALTERATIONS AND IMPROVEMENTS. Tenant shall not have the right, at any time during the term hereof, except with the prior written consent of the Landlord, to make additions, alterations, changes or improvements to the Premises or any part thereof. All improvements resulting from such work shall, upon completion thereof, become the property of

the Landlord unless the written consent of the Landlord contains an express provision to the contrary. Tenant agrees, as a condition of its occupancy of the Premises, to pay all expenses applicable to any necessary modifications to the existing School security system, installation of new locks and keypad systems, which may result from Tenant's occupancy of certain portions of the Premises pursuant to the Lease.

6. TENANT'S IMPROVEMENTS. Before commencement of any work or delivery of any materials onto the Premises, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amounts satisfactory to Landlord and waivers of lien against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the additions, alterations, changes and improvements.

Before commencing any work by an outside contractor Tenant shall furnish Landlord with general comprehensive liability insurance satisfactory to Landlord. The coverage and limits under the policies of insurance shall be subject to Landlord's decision and approval, and shall name Landlord, its agents, officers and employees, their successors and assigns, as named insureds. Additionally, Tenant shall furnish Landlord with certificates of insurance from all outside contractors performing labor or furnishing materials that insure Landlord against any and all liabilities which may arise out of or be connected in any way with said additions, alterations, changes and improvements. If work is to be performed when students may be present on school grounds, Landlord may require proof of fingerprint-based criminal history record checks, checks of the Statewide Child Murderer and Violent Offender Against Youth Database, and/or checks of the Illinois State Police Sex Offender Registry for any individual who may be present, without cost or charge to the Landlord.

7. MAINTENANCE, CUSTODIAL AND FOOD SERVICE. During the term of this Lease, Tenant agrees to maintain those portions of the Premises that it shall utilize as more fully described in Exhibit A, in a clean, safe and orderly manner and in full compliance with all State and local laws and regulations. Tenant agrees to provide custodial services in connection with its use of the designated classrooms of the Premises and timely repair all equipment or appurtenances placed upon the Premises by Tenant. In addition, Tenant agrees to lock the designated classrooms of the Premises when they are not in use by Tenant and to lock all exterior doors of the Premises if Tenant's use of the Premises extends beyond the normal working hours of Landlord's employees. Finally, Tenant shall be responsible for all food service for and related to the operation of its program.

Landlord shall be responsible for providing custodial services for the remainder of the Premises as well as all landscaping and snow removal. In addition, Landlord shall be responsible for all maintenance and repair of roof, windows, exterior, plumbing, and mechanical systems of the Premises as well as the playground equipment and parking area.

8. UTILITIES. Landlord shall be responsible for all water, sewer, electricity, natural gas and refuse disposal charges ("Utility Charges") for the Property, including the Premises, during the Lease Term. The rental fee paid by Tenant shall include an amount equal to Landlord's estimated cost of paying those Utility Charges applicable to that portion of the Premises occupied and used by Tenant.

Tenant shall be solely responsible for all charges and costs of installation for telephone and technology hardware, wiring and service charges applicable to the Premises and Tenant's use of the Premises.

9.     **LIABILITY INSURANCE.** Tenant agrees during the term hereof to carry general comprehensive liability insurance or public liability insurance, in the joint names of Landlord and Tenant, covering the Premises for injury or death to any person or persons, and property damage, in such amounts and with such insurance companies licensed to do business in Illinois as are satisfactory to Landlord, and with policy limits not less than those specified on Tenant's Certificate of Insurance, attached hereto and incorporated herein as Exhibit B, and to pay the premiums therefore and to deliver said policies or certificates thereof to Landlord. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it, or by independent instrument furnished to Landlord, that it will give Landlord thirty (30) days prior written notice before the policy or policies in question shall be altered or canceled.

10.    **FIRE AND EXTENDED COVERAGE INSURANCE.** Landlord shall secure and provide adequate fire and extended coverage insurance for the Premises. Such fire and extended coverage insurance shall not cover any items of personality, other than permanent fixtures, which Tenant or its employees, licensees, permittees, or invitees may install on the Premises. Furthermore, Landlord shall have no liability for, nor any responsibility to insure against, the loss, theft, damage or destruction of any personal property brought onto the Premises by Tenant or its employees, licensees, permittees or invitees.

11.    **INDEMNIFICATION.** Tenant will defend, indemnify and hold harmless Landlord and its officers, the board, members of the Board of Education, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, or their successors or assigns. In case Landlord or its officers,

employees or agents or their successors or assigns shall, without fault on their part, be made a party to any litigation commenced by or against Tenant or its officers, employees, agents, or students, or their successors or assigns, then Tenant shall protect and hold Landlord and its officers, employees and agents or their successors or assigns harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by them in connection with such litigation.

12. UNTENANTABILITY. If the Premises or Todd Hall School are rendered untenable by fire or other casualty, Landlord may elect (a) to terminate the Lease as of the date of the fire or casualty by notice to Tenant within thirty (30) days after that date, or (b) to repair, restore or rehabilitate the Premises at Landlord's expense within forty-five (45) days after Landlord is able to take possession of the damaged Premises and undertake reconstruction or repairs, in which latter event the Lease shall not terminate but Rent payments shall be abated on a per diem basis while the Premises are untenable. If Landlord elects so to repair, restore, or rehabilitate the Premises and does not substantially complete the work within the forty-five (45) day period, either party can terminate the Lease as of the date of the fire or casualty by notice to the other party not later than ninety (90) days after Landlord is able to take possession of the damaged Premises and undertake reconstruction or repairs. In the event of termination of the Lease pursuant to this Section 12, Lease payments shall be apportioned on a per diem basis and be paid to the date of the fire or casualty.

13. DEFAULT. Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

(a) Tenant shall vacate the Premises or abandon the same during the term hereof; or



- (b) Tenant shall make default in any payment of Rent or any other payment required to be made by Tenant hereunder when due as herein provided; or
- (c) Tenant shall use or suffer the use of the Premises for other than the Permitted Use; or
- (d) Tenant shall attempt to sell, assign, sublet, hypothecate or transfer this Lease or its interests hereunder; or
- (e) Tenant shall suffer any mechanics lien or lien by any revenue or other government officer to be placed against the Premises; or
- (f) Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant.

Upon the occurrence of any one or more of such events of default, it shall be lawful for Landlord, at its election, to declare the term of this Lease ended, and to reenter and expel, remove and put out Tenant and all persons occupying the Premises under Tenant, using such force as may be necessary in so doing, and again to repossess and enjoy the Premises, without such reentry and repossession working a forfeiture of any rental obligation to be paid and the covenants to be performed by Tenant during the full term of this Lease.

If Tenant shall default in the performance of any covenant required to be performed by it by virtue of any provision in this Lease, Landlord may, but is not required to, perform the same for the account and at the expense of Tenant. If Landlord at any time is compelled to pay, or elects to pay, any sums of money, or do any act which will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof or, if Landlord is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending

any action or proceeding instituted by reason of any default of Tenant hereunder, all sum or sums so paid by Landlord, with all interest, penalties, costs and damages, shall be due from Tenant to Landlord immediately, together with interest at the then statutorily permitted rate.

14. ASSIGNMENT. SUBLETTING OR DISASSOCIATION OF CURRENT DIRECTOR. Tenant shall not sell, assign, hypothecate, sublet, or transfer this Lease or Tenant's interest hereunder under any circumstances, without the prior written consent of the Landlord. Further, Tenant acknowledges that if the current Director/Owner of Tenant who is the signatory to this Lease shall, for any reason, cease operating Tenant's program on a direct daily basis or shall sell, assign, hypothecate, sublet or transfer her interest in Tenant's program, this Lease may be immediately terminated by Landlord, or at Landlord's sole option, be permitted to continue for such additional time and upon such additional condition as Landlord may, in its sole discretion, approve.

15. ADVERTISING. On any and all literature describing and/or advertising Tenant's program, it shall be clearly stated that Tenant is an Illinois not-for-profit corporation and that Tenant's organization and program are in no way connected to or related to Landlord. Subject to Landlord's prior written approval, Tenant may install, at its sole expense, a sign on the Premises identifying its program.

16. LAWS. ORDINANCES AND REGULATIONS. Tenant will, as required by law, comply with all applicable federal and state statutes and regulations, with all local village ordinances, with all applicable rules and orders of health officers, with the orders and requirements of the police department, and with the rules and orders of the fire department, with respect to any matter coming within their jurisdiction. Tenant specifically acknowledges that smoking (including the use of e-cigarettes or vaping devices), or the possession, use and consumption of alcoholic

beverages or controlled substances on the Premises or on school property generally is prohibited by law.

17. RIGHTS AND REMEDIES. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other remedies Landlord may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

18. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be given personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may by written notice to the other specify a different address for notice purposes.

19. TAXES. If the Premises, or any part thereof, are determined to be used for non-exempt purposes and become subject to taxation, Tenant shall be responsible for the payment of any taxes assessed for the Lease Term and said taxes shall constitute additional rent due hereunder and shall be payable at the time said taxes are due. Tenant and Landlord shall each have the right to challenge, at their own expenses, any loss of tax exempt status of the Premises.

20. TERMINATION. Notwithstanding any provisions herein to the contrary, Landlord may terminate this Lease on any anniversary of the Commencement Date, for any reason and without cause, by providing Tenant with prior written notice of such termination on or before November 1st of the then applicable Lease Year. In addition, Landlord may partially terminate this Lease and reclaim a classroom or classrooms from Tenant's portion of the Premises, at any time, by providing Tenant one hundred and twenty (120) days prior written notice of such partial

termination. If Landlord reclaims any portion of the Premises, the annual rental fee shall be reduced accordingly, in an amount mutually agreed upon by the parties. This Lease may also be terminated by Landlord for the reasons set forth in Section 12 above. Finally, Tenant may terminate the Lease upon five (5) days prior written notice to Landlord, in the event that the Illinois Department of Children and Family Services does not grant a permit to Tenant by August 15 of any year, to operate its program.

21. RENEWAL. At least one hundred and twenty (120) days prior to the expiration of the Lease Term, Landlord and Tenant shall meet to determine whether to renew the Lease and to establish the terms and conditions applicable to such renewed lease of the Premises.

22. PARTIAL INVALIDITY. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

23. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto.

24. GOVERNING LAW AND VENUE. This Lease has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Tenant hereby submits to the jurisdiction of that court.

25. COUNTERPARTS. This Lease, and any extension or amendment thereto, may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Lease as if the parties had signed a single document..

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease on the date first above written.

**LANDLORD**

**TENANT**

BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT  
NO. 74, Cook County, Illinois

CHILDREN'S CARE & DEVELOPMENTAL  
CENTER, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:: \_\_\_\_\_  
Its Secretary

Attest:: \_\_\_\_\_  
Its

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Address:

Lincolnwood School District No. 74  
6950 East Prairie Road  
Lincolnwood, IL 60712  
ATTN: Dr. Kimberly Nasshan

Children's Care & Developmental Center  
3925 W. Lunt Avenue  
Lincolnwood, IL 60712  
ATTN: Susan Fahey

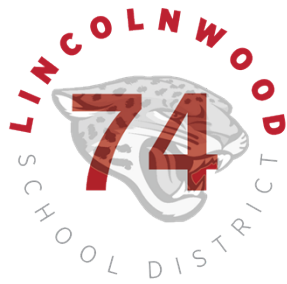
## **EXHIBIT A**

### **DESCRIPTION OF PREMISES**

Tenant shall have exclusive use of Rooms 404, 405, 406, 407, 409 and the Office/Lounge in the West Wing of the Todd Hall School facility. In addition, Tenant shall be authorized to utilize on a shared basis with Landlord the West corridor hallway and the custodial closet located in that hallway.

Tenant shall also be authorized to utilize the following areas of the School facility and grounds on a non-exclusive basis:

1. The playground equipment West of the School and other play areas during school days when they are not in use by Landlord.
2. The multi-purpose room between the hours of 6:30 a.m. and 8:45 a.m. and at such other time agreed upon in advance by the School principal.
3. The gymnasium between the hours of 3:00 p.m. and 6:00 p.m.
4. Additional classrooms (art room, music room and two classrooms) between the hours of 3:00 p.m. and 6:00 p.m., subject to the Landlord's approval when available and when not reserved for use by Landlord.



## Executive Summary Board of Education Meeting

DATE: February 4, 2021

TOPIC: 2021-22 School Fees

PREPARED BY: Courtney Whited

### Recommended for:

- ☒ - Action
- ☒ - Discussion
- ☒ - Information

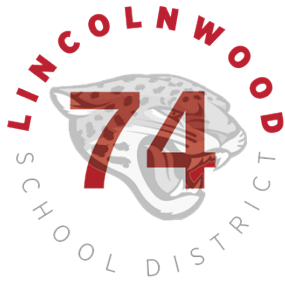
### Purpose/Background:

To recommend no changes to the School Fee schedule for the 2021-22 fiscal year.

Description	2019-20 Fees	2020-21 Fees	2021-22 Proposed
K-5 Registration	\$145	\$160	\$160
Gr. 6-8 Registration	\$245	\$260	\$260
Registration for Child #4 and Beyond in Family	\$0	\$0	\$0
Pre-K Tuition	\$3,000	\$3,200	\$3,200
Bus Fees	\$0	\$0	\$0
Lunch Program	\$2.50 per meal	\$2.50 per meal	\$2.50 per meal

### Recommendation:

The Finance Committee concurs to recommend to the Board of Education to approve the 2021-22 School Fee Schedule, as presented.



## Executive Summary Board of Education Meeting

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DATE: February 4, 2021

TOPIC: Post-Issuance Tax Compliance Reports

PREPARED BY: Courtney Whited

### **Recommended for:**

- ☒ Action
- ☒ Discussion
- ☒ Information

### **Purpose/Background:**

Annually, the Compliance Officer of Lincolnwood School District 74 must provide the Board of Education with certain obligations under the Federal Tax and Securities laws related to the bonds. The Compliance Officer has reviewed the bond documents. The documents include Post-Issuance Compliance Checklists and the attached Post-Issuance Tax Compliance Reports. The District currently has three outstanding bond issues that require annual review. The bonds were issued in late 2015, early 2016, and mid-2018.

### **Fiscal Impact:**

There is no financial impact associated with providing these documents to the Board of Education.

### **Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to accept the findings contained in the Post-Issuance Tax Compliance Reports.



POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT NUMBER 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")  
\$8,505,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,  
SERIES 2015 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

**POST-ISSUANCE TAX COMPLIANCE REPORT**

To:     Board of Education of School District Number 74, Cook County, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the "*Policy*") adopted by the Board of Education (the "*Board*") of School District Number 74, Cook County, Illinois (the "*District*"), on the 9th day of December, 2015, I have prepared a report reviewing the District's contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the District has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the District's compliance with such covenants and expectations.

(a)     *Records.* I have in my possession all of the records required under the Policy.

(b)     *Arbitrage Rebate Liability.* I have reviewed the agreements of the District with respect to each issue of the Tax Advantaged Obligations. At this time, the District does not have any rebate liability to the U.S. Treasury.

(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) *IRS Examinations or Inquiries.* The Internal Revenue Service (the “IRS”) has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 4<sup>th</sup> day of February, 2021.

By Courtney Whited  
Compliance Officer

## POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")  
\$4,235,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,  
SERIES 2016 (THE "BONDS")

### POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF COOK       )

### POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Education of School District Number 74, Cook County, Illinois

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Respectfully submitted this 4<sup>th</sup> day of February, 2021.

By Courtney Whited  
Compliance Officer

POST-ISSUANCE TAX COMPLIANCE REPORT

SCHOOL DISTRICT NUMBER 74, COOK COUNTY, ILLINOIS (THE "DISTRICT")  
\$5,910,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS,  
SERIES 2018 (THE "BONDS")

POST ISSUANCE COMPLIANCE MATTERS

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

**POST-ISSUANCE TAX COMPLIANCE REPORT**

To:     Board of Education of School District Number 74, Cook County, Illinois

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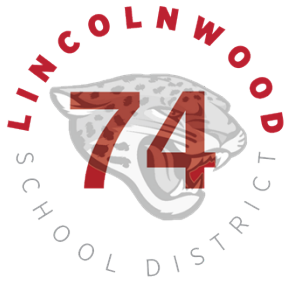
(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

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Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 4<sup>th</sup> day of February 2021.

By Courtney Whited  
Compliance Officer



## Executive Summary Board of Education Meeting

---

DATE: February 4, 2021

TOPIC: Pitney Bowes Postage Meter Lease Renewal

PREPARED BY: Courtney Whited

### **Recommended for:**

- ☒ Action
- ☒ Discussion
- ☒ Information

### **Purpose/Background:**

District Legal Counsel has reviewed this agreement. It was noted the beginning and end dates are not on the contract so the Business Office was advised to watch incoming invoices and save a copy of the first one with the new amount billed and staple it to the contract. As for the rest of the terms, which are just incorporated from the multi-state master agreement and the Illinois-specific renewal, the key points are:

- PB will not be liable for any damages (p. 8 of Illinois)
- The agreement is subject to the laws of the state of Delaware (p. 20 of master)
- There is a mandatory arbitration clause (p. 20 of master)
- PB is entitled to attorney's fees in the event they have to file an action against a client and are successful. (p. 20 of master)

Legal counsel did not expect Pitney Bowes to be willing to negotiate or modify these. Pitney Bowes did not make any requested modifications. Given the nature of the contract (small monthly fee, rental of postage equipment and supplies), it is fairly low risk and these terms should not be a problem. There is an extensive multi-state master agreement as well as a renewal that was negotiated by the State of Illinois, which are located here:

Master agreement (multi-state, with AZ as lead) including 6 amendments:

[https://www.pitneybowes.com/content/dam/pitneybowes/us/en/states/arizona/unofficial\\_compilation\\_of\\_naspovp\\_master\\_agreement\\_adspo16-169897\\_terms\\_with\\_amendments1\\_thru\\_6\\_-\\_final.pdf](https://www.pitneybowes.com/content/dam/pitneybowes/us/en/states/arizona/unofficial_compilation_of_naspovp_master_agreement_adspo16-169897_terms_with_amendments1_thru_6_-_final.pdf)

Illinois contract renewal:

[https://www.pitneybowes.com/content/dam/pitneybowes/us/en/states/illinois/JPMC-NVP\\_Mailroom\\_Equipment\\_Contractehd.pdf](https://www.pitneybowes.com/content/dam/pitneybowes/us/en/states/illinois/JPMC-NVP_Mailroom_Equipment_Contractehd.pdf).

**Fiscal Impact:**

\$9,821.40 total billed quarterly at \$491.07 over a 60-month term.

There would be a \$1,518.60 savings over the course of this 60-month lease period versus the prior 60-month period.

	Monthly	Billed Quarterly	5-Year Total
<b>2021-2025 Term</b>	\$163.69	\$491.07	\$9,821.40
<b>2016-2020 Term</b>	\$189.00	\$567.00	\$11,340.00

**Recommendation:**

The Finance Committee concurs to recommend to the Board of Education to approve the 60-month agreement with Pitney Bowes in the amount of \$9,821.40 for postage meter leasing.





## NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

### Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

SCHOOL DISTRICT 74 OF LINCOLNWOOD

#### Sold-To: Address

6950 N East Prairie Rd, Lincolnwood, IL, 60712-2520, US

#### Sold-To: Contact Name

Courtney Whited

#### Sold-To: Contact Phone #

8477453705

#### Sold-To: Account #

0011029107

#### Bill-To: Address

6950 N East Prairie Rd, Lincolnwood, IL, 60712-2520, US

#### Bill-To: Contact Name

Courtney Whited

#### Bill-To: Contact Phone #

8477453705

#### Bill-To: Account #

0011029107

#### Bill-To: Email

cwhited@sd74.org

#### Ship-To: Address

6950 N East Prairie Rd, Lincolnwood, IL, 60712-2520, US

#### Ship-To: Contact Name

Courtney Whited

#### Ship-To: Contact Phone #

8477453705

#### Ship-To: Account #

0011029107

#### PO #

### Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1E40	4" White Label Printer
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle

1	PTJ1	SendPro Online
1	PTJ4	Multicarrier Sending App w/HW or Meter
1	PTJ8	SendPro Mailing Included W/ HW
1	PTJC	SendPro Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

#### Your Payment Plan

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
<b>60</b>	<b>\$ 163.69</b>	<b>\$ 491.07</b>

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ( ) Tax Exempt Certificate Attached  
 ( ) Tax Exempt Certificate Not Required  
 (X) Purchase Power® transaction fees included  
 ( ) Purchase Power® transaction fees extra

## Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUPOINT ADSPO16-169897; 18-510CPOGS-CPOGS-P-1799

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

*Roger Donohue*

Pitney Bowes Signature

Roger Donohue

Print Name

Operations Manager

Title

December 11, 2020

Date

## Sales Information

Davinder Heslin

davinder.heslin@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



## Executive Summary Board of Education Meeting

DATE: February 4, 2021

TOPIC: Amendment No. 2 to Siemens Performance Contracting Agreement

PREPARED BY: Courtney Whited

### Recommended for:

- ☒ Action
- ☒ Discussion
- ☒ Information

### Purpose/Background:

On June 5, 2014, SD74 entered into a Performance Contracting Agreement with Siemens. On March 5, 2015, SD74 signed off on Amendment No. 1 of this Performance Contracting Agreement. Within this amendment, Table B.2 (see below) displayed a Performance Assurance Program Payment Schedule spanning 15 years. The total would have been \$96,712 for the Performance Assurance Services Program (PASP) reports issued annually. Examples of these PASP reports are attached.

**Table B.2 – Performance Assurance Program Payment Schedule**

Date	Semi - Annual Payments (\$)	Notes
Installation	\$4,798	1-Time Payment at Project Completion
Year 1	\$4,942	Payments to Annual
Year 2	\$5,090	Payments to Annual
Year 3	\$5,243	Payments to Annual
Year 4	\$5,400	Payments to Annual
Year 5	\$5,562	Payments to Annual
Year 6	\$5,729	Payments to Annual
Year 7	\$5,901	Payments to Annual
Year 8	\$6,078	Payments to Annual
Year 9	\$6,260	Payments to Annual
Year 10	\$6,448	Payments to Annual
Year 11	\$6,642	Payments to Annual
Year 12	\$6,841	Payments to Annual
Year 13	\$7,046	Payments to Annual
Year 14	\$7,257	Payments to Annual
Year 15	\$7,475	Payments to Annual

A Siemens representative wrote: *"The reports for Phase I Years 1-3 and Phase 1-2 got delivered in early 2018, and possibly may have been presented to the wrong point of contact. I have no notes on who, what and where but I do apologize as the reports were not delivered via email so no electronic receipts. However, at this point all the reports have been delivered at no charge to the School District."*

The Siemens representative also wrote:

*"No payments have been made to Siemens for any Performance Assurance (M&V) services to date as called out in Table B.2.*

*Siemens has elected to not invoice for anything. It was Siemens' mistake for not doing our bookings/billings from the jump."*

District Legal Counsel has reviewed this cancellation amendment and the recommendation is to move forward with the cancellation amendment as presented. The District has apparently never been billed for the annual PASP services in the past, even though they eventually received the reports (brief as they are) and Siemens will not be billing the District for any prior years (reports already issued or otherwise). Both of these are positive for the District.

**Fiscal Impact:**

Savings of \$96,712

**Recommendation:**

The Facilities Committee concurs to recommend to the Board of Education to approve the Performance Assurance Service Program cancellation by signing Amendment No. 2 to the Performance Contracting Agreement with Siemens.

## Amendment No. 2 to Performance Contracting Agreement

**THIS AMENDMENT No. 2 ("Amendment")** is made this 24th day of September, 2020, by and between Siemens Industry, Inc., through its Building Technologies Division (f/k/a Siemens Building Technologies, Inc.) ("SIEMENS"), and the party identified below as CLIENT, and effective upon execution, amends and modifies the Performance Contracting Agreement dated June 5, 2014 between SIEMENS and CLIENT, and all prior amendments thereto, if any (collectively the "Agreement").

**PROJECT:**

This Amendment No. 2 shall operate to terminate the PASP inclusive of the Performance Contracting Agreement and Amendment No. 1 and, by so doing, SIEMENS' Performance Guarantee obligations are fully satisfied resulting in termination of the Agreement.

**CLIENT: Lincolnwood School District 74**  
6950 E Prairie Rd  
Lincolnwood, IL 60712

**DESIGNATED REPRESENTATIVE:**  
**Courtney Whited, Business Manager**  
Phone: 847-675-8234, Fax: N/A

**SIEMENS: Siemens Industry, Inc.**  
1000 Deerfield Parkway  
Buffalo Grove IL 60089

Local office at:  
Siemens Industry, Inc.  
585 Slawin Ct  
Mt Prospect, IL 60056

**DESIGNATED REPRESENTATIVE:**  
**Ken Detina, Account Executive**  
Phone: 847-561-7457, Fax: NA

1. The Agreement and any amendments thereto are incorporated by reference herein and made a part hereof.
2. The Parties agree to modify the Agreement as follows:
  - a. Termination of Performance Assurance Services Program.
    - i. The PASP is hereby terminated. The Parties hereby agree that the effective date of termination is retroactive to September 1, 2019;
    - ii. As a result of the termination of the PASP, the savings shall no longer be measured and verified. Therefore, the remaining savings to be realized through the otherwise remaining term of the Performance Guarantee are hereby be deemed realized;
    - iii. Other than obligations that survive termination of the Agreement, if any, SIEMENS shall have no further obligations to the CLIENT under the Agreement;
    - iv. Other than obligations that survive termination of the Agreement, the CLIENT shall have no further obligations to the SIEMENS under the Agreement; and,
    - v. The Agreement, therefore, is hereby terminated.

WHEREFORE, this Amendment amends and modifies the Agreement. The Parties have caused this Amendment to be signed by their duly authorized representatives on the date first above written, and this Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

**CLIENT: Lincolnwood School District 74**

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SIEMENS: Siemens Industry, Inc.**

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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# **PERFORMANCE CONTRACTING AGREEMENT**

between

and

**Siemens Industry, Inc.,  
Building Technologies Division**

## **TABLE OF ARTICLES**

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work by SIEMENS
6. The CLIENT's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

## PERFORMANCE CONTRACTING AGREEMENT

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Number: SAP JOB NUMBER

### Article 1 AGREEMENT

THIS PERFORMANCE CONTRACTING AGREEMENT ("Agreement") is made this 5th day of June, 2014 (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CLIENT.

**The CLIENT:**

Lincolnwood School District 74  
6950 N. East Prairie Road  
Lincolnwood, IL 60712

DESIGNATED REPRESENTATIVE: Mr. Ken Detina  
PHONE: 847-493-7730 FAX: n/a

**Siemens Industry, Inc., Building Technologies Division**  
1000 Deerfield Parkway  
Buffalo Grove, Illinois 60089

With offices at:  
585 Slawin Ct  
Mt. Prospect, IL 60056

DESIGNATED REPRESENTATIVE: Ms. Jessica Donato  
PHONE: 847-675-8234 FAX: n/a

For Work and Services in connection with the following project (the "Project"):

[Roof Top Unit Replacement and various other work associated to cooling/ventilating Todd Hall]

The CLIENT considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:



## **PERFORMANCE CONTRACTING AGREEMENT**

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- Todd Hall Computer Room AC Unit
- Todd Hall Chiller Replacement
- Todd Hall Unit Ventilator Replacement
- Todd Hall Boiler Burner Replacement
- Rutledge Hall Chiller Replacement
- Rutledge Hall Computer Room AC Unit
- Rutledge Hall Domestic Water Booster Pump
- Lincoln Hall Computer Room AC unit
- Lincoln Hall Domestic Water Booster Pump
- Lincoln Hall Administration Area RTU's
- Lincoln Hall Gymnasium and Locker Room AHU's
- Lincoln Hall Multi-purpose Room AHU's
- Lincoln Hall Chiller Replacement

### **ALTERNATIVE SCOPE ITEMS**

- Corridor and Gymnasium Lighting
- Window Security Film
- Security Cameras
- Retro-commissioning
- Computer and Printer Management
- Document Management
- Energy Dashboard
- Campus Ground Source Heat Pumps

## PERFORMANCE CONTRACTING AGREEMENT

### Articles and Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CLIENT and SIEMENS and incorporated into the Agreement by this reference:

#### Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS
6. The CLIENT's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program


#### Exhibits

- |           |                            |
|-----------|----------------------------|
| Exhibit A | Scope of Work and Services |
| Exhibit B | Payment Schedule(s)        |
| Exhibit C | Performance Assurance      |

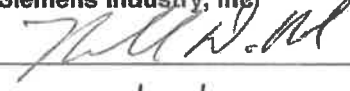
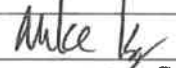
This Agreement, when executed by an authorized representative of the CLIENT and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

### COMPENSATION/TERMS OF PAYMENT:

As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CLIENT shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for **Lincolnwood School District 74**  
(Signature) by:   
Print Name and Title: Scott L. Anderson  
(Signature) by: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

APPROVED BY LEGAL  
  
KEITH E. GRAHAM

Agreed for **Siemens Industry, Inc.**  
(Signature) by:   
Print Name and Title: Russell DeNapoli  
Director  
(Signature) by:   
Print Name and Title: MIKE KEARNEY - SR. DIRECTOR, EES  
Field Finance Operations

## PERFORMANCE CONTRACTING AGREEMENT

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### Article 2

#### Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

**"Acceptance"** means the CLIENT has signed, or is deemed to have signed, a Certificate of Substantial Completion.

**"Acceptance Date"** means the date on which the CLIENT signs or is deemed to have signed a Certificate of Substantial Completion.

**"Annual Performance Assurance Report"** means the document prepared by SIEMENS and submitted to the CLIENT as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

**"Annual Period"** means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

**"Annual Realized Savings"** means the actual Savings achieved by the CLIENT during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

**"Applicable Law"** means laws, ordinances, codes, rules and regulations applicable to the Work and in effect on the Effective Contract Date.

**"Baseline"** means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

**"Baseline Period"** means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

**"BTU"** means a British Thermal Unit and is a unit of thermal energy.

**"Capital Off-Set Savings"** means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

**"Certificate of Substantial Completion"** means the document indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement.

**"CLIENT Representative"** means the person identified to SIEMENS by the CLIENT as the person authorized to make decisions on behalf of the CLIENT as set forth in Section 6.1(a) hereof.

**"Construction Period"** means the period between the Effective Contract Date and the first day of the month following the date of Substantial Completion.

**"Construction Period Savings"** means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

**"Contracted Baseline"** means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CLIENT shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

**"Deferred Maintenance"** means a sub-category of Operational Savings where Savings result from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

**"Deliverables"** shall mean collectively, (a) any Equipment and any Software Product deliverable to CLIENT from SIEMENS under or in connection with the Work, and (b) any Work Product Deliverables.

**"Effective Contract Date"** is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

**"Energy Conservation Measure" or "ECM"** means the SIEMENS' Products and/or other third party equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by SIEMENS or the CLIENT hereunder, for the purpose of improving the efficiency of utility consumption.

**"Equipment"** means the installed physical equipment to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

**"Escalation Rate"** means an annual percentage increase to be applied to the previous year's energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different

## PERFORMANCE CONTRACTING AGREEMENT

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Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

**"Facility" or "Facilities"** means the building(s) or structure(s) where Work will be installed or implemented.

**"Facility Improvement Measures" or "FIMs"** means the (i) Instruments, know-how and Intellectual Property, including but not limited to methods and techniques for energy conservation, owned or licensed by SIEMENS and employed by SIEMENS to perform the Work and Services under this Agreement; and, (ii) the installation of Equipment and Software Products with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities. A FIM may include one or multiple ECMs as well as any non-conservation-related activities, means or methods.

**"FEMP"** means the Federal Energy Management Program managed by the United States Department of Energy.

**"FEMP Guidelines"** means the FEMP M&V Guidelines v. 3.0 published by FEMP as *M&V Guidelines; Measurement and Verification for Federal Energy Management Projects*.

**"Guarantee Date"** means the first day of the month following the date on which the CLIENT executes the final Certificate of Substantial Completion, thus indicating that the Construction Period is complete.

**"Guaranteed Annual Savings"** are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will be achieved in an Annual Period of the Performance Guarantee Period.

**"Guaranteed Measured & Verified Savings"** means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance, Exhibit C.

**"Guaranteed Savings"** means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period, as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

**"Hazardous Materials"** refers to the definition found in Section 11.1.

**"Instruments"** means all know-how, tools and related documentation owned or licensed by SIEMENS and used by SIEMENS to install or commission Equipment and Software Products for operation at the Facility, including but not limited to tools for installing any Software Products in Equipment, performing diagnostics on Equipment as installed in the Facility as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS and used by SIEMENS to provide an ECM or a FIM. Instruments excludes Work Product Deliverables.

**"Intellectual Property Rights" or "Intellectual Property"** means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

**"IPMVP"** means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

**"kW" and "kWh"** means kilowatt and kilowatt hour, respectively.

**"Maintenance Services Program" or "MSP"** means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

**"Material Change"** means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

**"Measured & Verified Savings"** means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

**"Oil"** refers to the definition found in Section 11.1.

**"Operational Savings"** means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are Stipulated Savings.

**"Parties"** means the CLIENT and SIEMENS.

## PERFORMANCE CONTRACTING AGREEMENT

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**"Performance Assurance"** is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

**"Performance Assurance Services Program" or "PASP"** means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

**"Performance Guarantee"** means the guarantee that SIEMENS makes to the CLIENT which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

**"Performance Guarantee Period"** means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

**"Permitted Users"** means the CLIENT, its employees and agents.

**"Savings"** means the Parties' intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

**"Savings Shortfall"** means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

**"Services"** means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

**"SIEMENS Pre-existing Intellectual Property"** means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of SIEMENS before SIEMENS performs any Work or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of SIEMENS performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of Intellectual Property for the benefit of the CLIENT is not expressly identified as a FIM or part of a FIM. SIEMENS Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS.

**"SIEMENS Product"** means a product, including Software Product and/or Equipment, offered for sale or license by SIEMENS or its affiliates or subsidiaries and developed prior to performing the Work or SIEMENS rendering services in connection with this Agreement. A SIEMENS Product also includes improvements or modifications to any Equipment and any Software Product developed by SIEMENS or developed as part of the Work, including any SIEMENS Product that is configured or modified for operation at a site specified by the CLIENT. Any information that is provided by the CLIENT and incorporated into a SIEMENS Product is not, by itself, a SIEMENS Product. A compilation of such information and the product of such compilation, however, is a SIEMENS Product.

**"Software Product"** means any software that is owned or licensed by SIEMENS or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the CLIENT or delivered as firmware embedded in the Equipment.

**"Stipulated Savings"** are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CLIENT and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM's energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

**"Substantial Completion" or "Substantially Complete"** means the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CLIENT will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes. To the extent that the Work requires multiple Acceptances, the Work's final Substantial Completion date shall determine the Guarantee Date.

**"Therm"** is a measure of energy equal to 100,000 BTUs.

## PERFORMANCE CONTRACTING AGREEMENT

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**"Total Guaranteed Savings"** means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

**"Work"** means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

**"Work Product Deliverable"** means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the CLIENT in connection with the Work to be performed by SIEMENS under this Agreement.

### Article 3

#### General

- 3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.
- 3.2 The CLIENT hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement. By implementing various FIMs, certain benefits to which the CLIENT might be legally be entitled may, but are not required to be realized, such as but not limited to, tax deductions, rebates and incentives either at a local or federal level. SIEMENS acknowledges that the CLIENT therefore will maintain its ownership of any such "benefits" realized by implementing this project or subsequent phases of work. SIEMENS agrees to reasonably cooperate with the CLIENT or its representatives in their efforts to secure and to maximize any such benefits available.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CLIENT. This Agreement is not intended, and shall not be construed to create, between the CLIENT and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CLIENT.
- 3.4 SIEMENS represents, warrants and covenants to the CLIENT that:
  - (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS's organizational documents, any Applicable Law, or any agreements with third parties;
  - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
  - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;
  - (d) To SIEMENS's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
  - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed.
- 3.5 The CLIENT represents, warrants and covenants to SIEMENS that:
  - (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CLIENT's organizational documents, any Applicable Law, or any agreements with third parties;
  - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
  - (c) This Agreement is the legal, valid and binding obligation of the CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by the CLIENT to ensure the enforceability of the Agreement;

## PERFORMANCE CONTRACTING AGREEMENT

- (d) To the CLIENT's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CLIENT that affects the validity or enforceability of this Agreement; and,
- (e) The CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

### Article 4

#### Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
  - 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) "cost of energy."
    - (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
    - (b) Costs of energy are defined in Article 6 of Exhibit C-Utility Rate Structures and Escalation Rates.
- 4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CLIENT agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CLIENT agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CLIENT agrees to notify SIEMENS prior to or within thirty (30) days of CLIENT's knowledge of any Material Change.
- 4.5 Within thirty (30) days of notice of a Material Change, SIEMENS's discovery of a Material Change and with prompt notice to CLIENT, SIEMENS will either:
  - (a) Require an adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change; or,
  - (b) Where a commercially reasonable adjustment to the Performance Guarantee is unavailable, terminate both the Performance Assurance and the Performance Guarantee.
- 4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
  - (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period's Annual Realized Savings.
  - (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.
  - (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.
  - (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CLIENT's acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.
- 4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and without future operational expenses, and the CLIENT declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.

## PERFORMANCE CONTRACTING AGREEMENT

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- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void and of no force or effect; or, (b) Where termination of the Performance Guarantee acts to render the Agreement in violation of Applicable Law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CLIENT, or any third-party as the case may be, with any further Annual Performance Assurance Reports.
- 4.8 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the CLIENT under this Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CLIENT UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CLIENT TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CLIENT HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE PRICE, AS DEFINED IN EXHIBIT B, ARTICLE 1.1; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CLIENT'S COST OF FINANCING THE WORK. The CLIENT's cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CLIENT represents that all existing equipment that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies to the CLIENT. To the extent that the deficiencies are not remedied by the CLIENT prior to the Guarantee Date, the adverse affect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.
- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CLIENT) other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense in order to determine if a Material Change has occurred.
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CLIENT fails to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
  - (b) Provide access to any Facility where Work is to be performed;
  - (c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,
  - (d) Provide SIEMENS with accurate Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.
- 4.12 Unless expressly contrary to Applicable Law, should the CLIENT decide to discontinue the PASP before the end of the Performance Guarantee Period, the CLIENT will give SIEMENS thirty (30) days prior written notice and in such notice indicate that the CLIENT has selected one of the following:
- (a) The CLIENT will re-invest the avoided cost of cancellation of the PASP into Facility improvements and services that improve the overall Facility's performance and which improvements and services are implemented by SIEMENS; or,
  - (b) The CLIENT will pay to SIEMENS 0% of the remaining value left in the PASP Annual Period, as a liquidated damage and not as a penalty, to compensate SIEMENS for SIEMENS's up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period.
- 4.13 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of such firm will be final and binding upon CLIENT and SIEMENS. SIEMENS and the CLIENT will each be responsible for half of the fees of such firm.



## PERFORMANCE CONTRACTING AGREEMENT

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### Article 5

#### Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike and timely manner.
- 5.2 SIEMENS shall perform the Work during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. The CLIENT shall make the Facility available so Work may proceed in an efficient manner. Except as otherwise provided herein, Siemens will be responsible for any overtime needed to complete the Project on time and without additional cost to the Client.
- 5.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work identified in the Scope of Work and Services, Exhibit A. Any CLIENT request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Work Product Deliverables shall become the CLIENT's property upon receipt by CLIENT. SIEMENS may retain file copies of such Work Product Deliverables. If any Instruments are provided to the CLIENT under this Agreement, any such Instruments shall remain SIEMENS property, including the Intellectual Property conceived or developed by SIEMENS in the Instruments. All SIEMENS Pre-existing Intellectual Property that may be included in the Deliverables provided to the CLIENT under this Agreement shall also remain SIEMENS's property including the SIEMENS Pre-existing Intellectual Property included in the Work Product Deliverables. All Work Product Deliverables and any Instruments provided to the CLIENT are for Permitted Users' use and only for the purposes disclosed to SIEMENS. SIEMENS hereby grants the CLIENT a royalty-free (once payments due under this Agreement are paid to SIEMENS), non-transferable, perpetual, nonexclusive license to use any SIEMENS Pre-existing Intellectual Property solely as incorporated into the Deliverables and SIEMENS' Intellectual Property as incorporated into any Instruments provided to the CLIENT under this Agreement. Under such license, and following agreement to be bound to such separate confidentiality provisions that may exist between the Parties, Permitted Users shall have a right to:
  - (a) Use, in object code form only, the Software Products included in the Deliverables ("Software Deliverables");
  - (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and,
  - (c) Use all such Deliverables and such Instruments, provided however, the Deliverables and Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Deliverables are provided. All Deliverables provided to the CLIENT are for Permitted Users' use only for the purposes disclosed to SIEMENS, and the CLIENT shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS's express written consent.
- 5.4.1 Any reuse of such Deliverables or such Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and, the CLIENT shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.
- 5.4.2 In consideration of such license, CLIENT agrees not to reverse engineer any Equipment or Software Product to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software Product even to the extent such restriction is allowable under Applicable Law.
- 5.4.3 Nothing contained in this Agreement shall be interpreted or construed to convey to the CLIENT the pre-existing Intellectual Property rights of any third party incorporated into the Deliverables. CLIENT agrees to take delivery of any Software Deliverables subject to any applicable SIEMENS or third party end-user license agreement accompanying such Software Deliverable.
- 5.5 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CLIENT or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS's work and/or presence at the Facility shall not relieve others of their responsibility to the CLIENT or to others.
- 5.6 SIEMENS warrants that:

## PERFORMANCE CONTRACTING AGREEMENT

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- (a) Unless otherwise agreed, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.
- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed.

### 5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CLIENT or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS's or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after the CLIENT has, or should have had, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS's nameplate. However, SIEMENS assigns to the CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CLIENT and not to any subsequent owner of the Equipment. The CLIENT's sole and exclusive remedy for any Equipment or Services not conforming with this limited warranty is limited to, at SIEMENS's option: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective. SIEMENS's warranty liability shall not exceed the purchase price of such item. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

### 5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

### 5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:

- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or
- (b) The CLIENT's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS's control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

## Article 6

### The CLIENT's Responsibilities

#### 3.1 The CLIENT, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CLIENT regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;

## PERFORMANCE CONTRACTING AGREEMENT

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- (b) Coordinate the work of contractors under CLIENT's sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
  - (c) Provide or arrange access and make all reasonable provisions for SIEMENS to enter any Facility where Work is to be performed so that Work may proceed in an efficient manner;
  - (d) Permit SIEMENS, with supervision of the CLIENT, to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
  - (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CLIENT's files for a period of fifteen (15) years from the Effective Contract Date;
  - (f) Furnish SIEMENS with all approvals and consents from government authorities and others as may be required for performance of the Work, except for those SIEMENS has expressly agreed in writing to obtain;
  - (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
  - (h) Comply with Applicable Law and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
  - (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;
  - (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;
  - (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of Applicable Law or of authorities having jurisdiction. The CLIENT shall furnish all needed servicing and parts for said FIMs, which parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CLIENT, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment;
  - (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services; and,
  - (m) If applicable, provide and pay for a dedicated voice grade dial-up phone line, or a mutually agreed communication method, and install a terminal block, or an equivalent communication mechanism, in a mutually agreed upon location. All on-line service Equipment (excluding the phone line) will remain the property of SIEMENS unless otherwise stated herein.
- 6.2 Unless contrary to Applicable Law, the CLIENT acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS's express written consent.
- 6.3 The CLIENT acknowledges that it is now and shall at all times remain in control of the Facility. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CLIENT's activities or operations, the CLIENT's other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of the CLIENT or others at the Facility. So as not to discourage SIEMENS from voluntarily addressing health or safety issues while at the Facility, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, the CLIENT shall not hold, or attempt to hold, SIEMENS liable or responsible on account thereof.

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### Article 7

#### Changes and Delays

- 7.1 As the Work is performed, Applicable Law or conditions may change, or circumstances outside SIEMENS's reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify the CLIENT and an agreed upon equitable adjustment will be made to SIEMENS's compensation and the time for performance. In the event such changes require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 7.2 Either party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may, in its sole discretion and with approval of the CLIENT, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CLIENT or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such delay. If any such delay exceeds sixty (60) days, SIEMENS may terminate this Agreement upon three (3) days notice to the CLIENT and the CLIENT shall promptly pay SIEMENS for the allocable portion of the Work completed, for any costs and expenses of termination, and for any loss or damage incurred with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

### Article 8

#### Compensation

- 8.1 The aggregate amount paid by CLIENT provides for and is solely in consideration of the Scope of Work and Services described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CLIENT in accordance with the schedules set forth in Exhibit B. Unless otherwise agreed in writing, invoices are due and payable within thirty (30) days of approval of the pay application by the CLIENT. If the CLIENT disagrees with any portion of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 8.4 On amounts not paid within forty-five (45) days of invoice date, the CLIENT shall pay interest from invoice date until payment is received at the lesser of 12% per annum or the maximum rate allowed by law. The CLIENT shall reimburse SIEMENS for SIEMENS's costs and expenses (including reasonable attorney and witness fees) incurred for collection under this Agreement.
- 8.5 Except to the extent expressly agreed herein, SIEMENS's fees do not include any taxes, excises, fees, duties or other government charges related to the Work or Services. The CLIENT shall pay such amounts or reimburse SIEMENS for any such amounts SIEMENS pays to the extent such charges are lawfully due and payable by CLIENT and have been paid or incurred by SIEMENS in furtherance thereof. If the CLIENT claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and, unless specifically prohibited by law, shall indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of the use or acceptance of same.
- 8.6 All other work or services requested by the CLIENT, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
  - (a) Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;

## PERFORMANCE CONTRACTING AGREEMENT

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- (b) Work and/or services performed at times other than during SIEMENS's normal working hours, unless otherwise agreed to in Exhibit A; or
- (c) Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

### Article 9

#### Acceptance

- 9.1 When SIEMENS believes that all, or an independent, definable phase or portion, of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CLIENT which shall be subject to the following:
- (a) If the CLIENT concurs that the described portion of the Work as performed is Substantially Complete, the CLIENT will accept that Work by signing the Certificate of Substantial Completion and returning it to SIEMENS;
  - (b) If the CLIENT does not concur that the Work is Substantially Complete, then the CLIENT shall notify SIEMENS within seven (7) business days of any discrepancies;
  - (c) To the extent SIEMENS does not dispute the discrepancies raised by the CLIENT, SIEMENS shall correct the Work to conform to the description of the Work set forth herein, and resubmit the Certificate of Substantial Completion to the CLIENT;
  - (d) If SIEMENS disagrees with the discrepancies raised by the CLIENT, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein;
  - (e) If the CLIENT Representative does not deliver written notice to SIEMENS within seven (7) business days of receiving the Certificate of Substantial Completion, in the mutual interests of the Project proceeding in a timely manner, the CLIENT will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.
- 9.2 To the extent that this Project requires multiple Certificates of Substantial Completion, the final Certificate of Substantial Completion shall determine the date on which the Construction Period is completed.
- 9.3 Any disputes concerning the Substantial Completion of the Work will be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of this firm with respect to completion or Substantial Completion will be final and binding upon the Parties. SIEMENS and the CLIENT shall share equally the costs or fees for such firm in connection with such dispute resolution process.

### Article 10

#### Insurance and Allocation of Risk

- 10.1 SIEMENS shall maintain, at SIEMENS's expense, the following insurances while performing the Work and shall add the CLIENT as an "Additional Insured" to each policy that is referenced in subsections (c) through and including (e) hereof:
- (a) Workers' Compensation at the statutory amounts and limits as prescribed by Applicable Law.
  - (b) Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
    - \$1,000,000 per occurrence
    - \$1,000,000 Disease Policy
    - \$1,000,000 Each Employee
  - (c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS's operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for:
    - Products and Completed Operations
    - Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
    - Broad Form Property Damage (including Completed Operations)
    - Explosion, Collapse and Underground Hazards
    - Personal Injury Liability:
      - Limits of liability shall be \$1,000,000 per occurrence/aggregate

## PERFORMANCE CONTRACTING AGREEMENT

(d) SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of:

- \$1,000,000 per occurrence/aggregate

(e) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of:

- \$5,000,000 per occurrence/aggregate

10.2 The CLIENT will either maintain at its own expense, or self-insure for the equivalent risks, property insurance written on a builder's "all-risk" or equivalent policy form in an amount no less than the Price identified in Exhibit B, Article 1.1, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by SIEMENS, until final payment has been made to SIEMENS or no person or entity other than the CLIENT has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for SIEMENS's services and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CLIENT shall pay costs not covered because of such deductibles or retentions. This insurance shall cover portions of the Work off the Facility, and also portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CLIENT shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CLIENT. The insurance required by this section shall include the interests of the CLIENT, SIEMENS, subcontractor and sub-subcontractor in the Work. SIEMENS shall be included as an additional insured on each such insurance coverage. The CLIENT and SIEMENS waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CLIENT as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.

10.3 Title and risk of loss of materials and Equipment furnished by SIEMENS shall pass to the CLIENT upon their delivery to the Facility, and the CLIENT shall be responsible for protecting them against theft and damage.

10.4 SIEMENS will indemnify the CLIENT from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from SIEMENS or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with SIEMENS's performance of the Work or Services. SIEMENS's obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the negligence of the CLIENT or its agents, contractors or employees. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CLIENT OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CLIENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW, SIEMENS'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,500,000 OR THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM THE CLIENT UNDER THIS AGREEMENT. The preceding limit shall not apply to the CLIENT's remedy under the Performance Guarantee as such is limited by Section 4.8.

10.5 As to Patents and Copyrights:

## PERFORMANCE CONTRACTING AGREEMENT

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- (a) SIEMENS will, at its own expense, defend or at its option settle any suit or proceeding brought against the CLIENT in so far as it is based on an allegation that any Work (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if SIEMENS is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SIEMENS will pay the damages and costs awarded in any suit or proceeding so defended. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the CLIENT is enjoined, SIEMENS will, at its option and its own expense, either: (i) procure for the CLIENT the right to continue using said Work; (ii) replace it with substantially equivalent non-infringing Work; or (iii) modify the Work so it becomes non-infringing.
- (b) SIEMENS will have no duty or obligation to the CLIENT under Section 10.5(a) to the extent that the Work is: (i) supplied according to the CLIENT's design or instructions, wherein compliance therewith has caused SIEMENS to deviate from its normal course of performance; (ii) modified by the CLIENT or its contractors after delivery; or, (iii) combined by the CLIENT or its contractors with items not furnished hereunder, and by reason of said design, instruction, modification, or combination, a suit is brought against the CLIENT. If by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SIEMENS, unless expressly prohibited by law, the CLIENT shall protect SIEMENS in the same manner and to the same extent that SIEMENS has agreed to protect the CLIENT under the provisions of Section 10.5(a) above.
- (c) THIS SECTION 10.5 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CLIENT RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 10.5 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

10.6 The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

### Article 11

#### Hazardous Materials Provisions

- 11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CLIENT represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CLIENT's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.
- 11.2 The CLIENT warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by Applicable Law.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CLIENT shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remedying or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to



## PERFORMANCE CONTRACTING AGREEMENT

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Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CLIENT shall sign any required waste manifests in conformance with all government regulations, listing the CLIENT as the generator of the waste. If someone other than the CLIENT is the generator of the waste, the CLIENT shall arrange for such other person to sign such manifests.

- 11.4 Except where expressly prohibited by Applicable Law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CLIENT shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from the CLIENT's breach of, or failure to perform its obligations under this Article.
- 11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CLIENT's directors, officers, employees or agents, or the presence of relevant information contained in the CLIENT's books or records; and, "due inquiry" means inquiry of those persons under the CLIENT's control who should have knowledge of the subject matter of such inquiry.

### Article 12

#### Miscellaneous Provisions

- 12.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.
- 12.2 Neither the CLIENT nor SIEMENS shall assign or transfer any rights or obligations under this Agreement, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and SIEMENS without the express written consent of both Parties.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and subject to the jurisdiction of the Circuit Court of Cook County, Illinois.
- 12.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.
- 12.5 [Reserved].
- 12.6 SIEMENS's performance of the Work and Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement.
- 12.7 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.
- 12.8 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.
- 12.9 In the event that Applicable Law or the CLIENT requires that SIEMENS procure a performance bond and/or a payment bond, SIEMENS shall provide a performance and payment bond in the amount of \$195,260. The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CLIENT's funding source may be named as "Co-Obligee" on the performance bond if so requested by the CLIENT.
- 12.10 The Client may terminate this Agreement upon not less than 14 days written notice to Siemens should Siemens fail to perform the Agreement after receipt of a 14-day written notice from the Client of non-performance. Should the Agreement be terminated, Siemens shall be paid for all Work performed up to including the date of termination.



## PERFORMANCE CONTRACTING AGREEMENT

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### Article 13

#### Maintenance Services Program

- 13.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.
- 13.2 The CLIENT represents that all equipment not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.
- 13.3 If the equipment is altered or moved by any person, including the CLIENT, other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense.
- 13.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CLIENT will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CLIENT's sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS's sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 13.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CLIENT. The CLIENT's failure to execute such statement within ten (10) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 13.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CLIENT.

**Article 1: Scope of Work**

- 1.1 *Description:* Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary for:  
**Todd Hall Rooftop Unit Replacement (S-2 & S-3)**
- 1.2 *Specific Elements:* The Work shall include the following:
- 1.2.1 Produce and submit permit drawings, and obtain required construction permits
  - 1.2.2 Remove and legally dispose of two (2) existing Rooftop Units (S-2 & S-3)
  - 1.2.3 Demolish and remove existing exterior ductwork associated with S-2 & S-3
  - 1.2.4 Provide two (2) new Rooftop Units (S-2 & S-3)
    - Packaged DX outdoor air handling unit
    - Non-fused disconnect
    - Hot gas bypass
    - OA enthalpy economizer
    - Modulating power exhaust
    - Staged natural gas furnace
    - Premium efficiency motors
    - 14 inch roof curb
    - OEM BACnet enabled controller
  - 1.2.5 Provide equipment startup consistent with manufacturer specifications and full commissioning on all components of new equipment.
  - 1.2.6 Reconnect existing natural gas piping
  - 1.2.7 Provide new exterior ductwork for two (2) Rooftop Units (S-2 & S-3)
    - 2 ½ inches insulation (ASJ)
    - Self-adhesive outdoor jacket
  - 1.2.8 Provide new electrical conductors and connection for two (2) new Rooftop Units (S-2 & S-3)
  - 1.2.9 Provide controls connection to two (2) new Rooftop Units (S-2 & S-3)
    - Interlock with OEM BACnet controller
    - Integrate with existing BMS system
  - 1.3 CLIENT'S Responsibilities (in addition to those in Article 6 of the Agreement):
    - 1.3.1 Provide a clean working environment around equipment in scope
    - 1.4 Provide a suitable staging area for equipment and lifting equipment

## Article 2: Work Implementation Period

### 2.1 Commencement of Work:

- 2.1.1 ☒ SIEMENS shall commence the Work on July 7, 2014, and shall perform the Work diligently and shall complete the Work by August 15, 2014 or sooner;

## Article 3: Scope of Services-Performance Assurance Services Program

- 3.1 SIEMENS will manage the savings guarantee consistent with Exhibit C Article 4. SIEMENS will provide a report documenting project savings on an annual basis within 90 days of the annual reporting period. SIEMENS will interpret this report and review the findings with the CLIENT. SIEMENS will provide a binder and indexing system for storage of these annual reports. If CLIENT desires, SIEMENS will provide an electronic copy of all reports and interpretations annually.
- 3.1 Siemens will meet annually with a designated representative of CLIENT to review the savings calculations. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT enters into and maintains, during the entire term of the Performance Guarantee Period, The PASP. If the CLIENT fails to enter into, breaches, cancels or otherwise causes the termination of the PASP, this Performance Guarantee shall terminate immediately and be void and of no force or effect.

## Article 4: Scope of Services-Maintenance Services Program

- ☒ CLIENT has elected to self-implement maintenance. Therefore SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date. CLIENT agrees that it will maintain the equipment per manufacturer specifications and that it will operate the Equipment in accordance with the Contracted Baseline described in Article 7 of Exhibit C. If CLIENT fails to properly maintain or operate the Equipment, SIEMENS shall have the right to modify the Performance Guarantee pursuant to Article 4 of the Agreement.

By signing below, this Exhibit is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: Lincolnwood School District 74  
Signature: [Signature]  
Printed Name: SCOTT L. ANDERSON  
Title: President  
Date: 10-5-14

APPROVED BY LEGAL  
[Signature]  
KEITH E. GRAHAM

SIEMENS: Siemens Industry, Inc.  
Signature: [Signature]  
Printed Name: Russell DeNapoli  
Title: Director  
Date: Field Finance Operations

Signature: [Signature]  
Printed Name: MIKE KEARNEY  
Title: SR. DIRECTOR, EES  
Date: 2/18/15

Exhibit B -- Payment Schedules  
Lincolnwood School District 74

**Article 1: Payment for Scope of Work**

- 1.1 **Price:** As full consideration of the Work as described in Exhibit A, Article 1: Scope of Work, the CLIENT shall pay to SIEMENS \$195,260 (plus taxes, if applicable).
- 1.2 **Escrow:** [Reserved]
- 1.3 **Timely Payments:** The CLIENT agrees to pay SIEMENS per Table B.1 below. CLIENT agrees to pay all invoices submitted by SIEMENS per Article 8 of the Agreement.

**Table B.1 -- FIM Work Payment Schedule**

Project Phase	Payments (\$)	Payments (%)	Schedule
June-14	\$29,289.00	15%	
July-14	\$87,867.00	45%	
August-14	\$78,104.00	40%	
<b>PROJECT TOTAL:</b>	<b>\$195,260.00</b>	<b>100%</b>	

Article 1 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

**CLIENT:** Lincolnwood School District 74  
Signature: [Signature]  
Printed Name: Scott L. Anderson  
Title: Principal  
Date: 6-5-14

**SIEMENS:** Siemens Industry, Inc.  
Signature: [Signature]  
Printed Name: Russell DeNapoli  
Title: Director  
Date: 2/17/15 Field Finance Operations

Signature: [Signature]  
Printed Name: MIKE KEANEY  
Title: SR. DIRECTOR, EES  
Date: 2/18/15

APPROVED BY LEGAL  
[Signature]  
KEITH E. GRAHAM

Exhibit B – Payment Schedules  
Lincolnwood School District 74

**Article 2: Payment for Performance Assurance Services Program (PASP)**

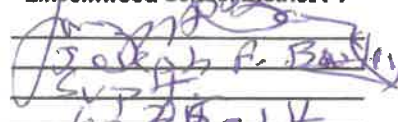
- 2.1 **Price:** As full consideration of the Services as described in Exhibit A, Article 3, the CLIENT shall pay to SIEMENS the amounts identified in Table B.2 plus taxes, if applicable, on the dates identified therein.
- 2.2 **Performance Assurance Services Program Term:** The term of the PASP shall commence on the Guarantee Date and shall extend for either: (a) the term of the Performance Guarantee Period where multi-year obligations are allowed; or (b) for twelve (12) month periods corresponding to the term of each Annual Period.
- 2.3 **Automatic Renewal:** Where the PASP term is limited to an Annual Period, the PASP shall automatically renew for successive Annual Periods beginning on the anniversary date of Guarantee Date. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of this Agreement. SIEMENS obligations under the Performance Guarantee are dependent upon and subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period.
- 2.4 **Termination:** See Section 4.7 of the Agreement.

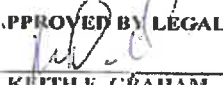
**Table B.2 – Performance Assurance Program Payment Schedule**

Date	Semi - Annual Payments (\$)	Notes
Installation	\$0	Onetime payment at project completion
Year 1	\$0	Payments to annual
Year 2	\$0	Payments to annual
Year 3	\$0	Payments to annual
Year 4	\$0	Payments to annual
Year 5	\$0	Payments to annual
Year 6	\$0	Payments to annual
Year 7	\$0	Payments to annual
Year 8	\$0	Payments to annual
Year 9	\$0	Payments to annual
Year 10	\$0	Payments to annual


Article 2 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

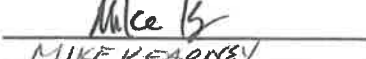
**CLIENT:** Lincolnwood School District 74

Signature:   
Printed Name: Joseph P. Barty  
Title: Superintendent  
Date: 6/22/15

APPROVED BY LEGAL  
  
KEITH E. GRAHAM

**SIEMENS:** Siemens Industry, Inc.

Signature:   
Printed Name: Russell DeNapoli  
Title: Director  
Date: 2/17/15 Field Finance Operations

Signature:   
Printed Name: MIKE KEARNEY  
Title: SR. DIRECTOR, EES  
Date: 2/18/15

The following Articles and Tables are hereby included and made part of this Exhibit C:

**Article 1: Summary of Articles and Total Guaranteed Savings**

Article 1	Summary of Articles and Total Guaranteed Savings
Article 2	Measurement and Verification Options
Article 3	Performance Guarantee Period Responsibilities of CLIENT
Article 4	Measurement and Verification Plan
Article 5	Baseline Data
Article 6	Utility Rate Structures and Escalation Rates
Article 7	Contracted Baseline Data

**Table 1.1 – Total Guaranteed Savings (Units)**

Performance Period	Electric Energy Saved (kWh)	Electric Power Saved (kW)	Natural Gas Saved (Therms)
Construction	0	0	0
Annual Period 1	0	0	0

1.1 Only Annual Period 1 is shown as the energy/utility unit Savings will remain constant for each Annual Period of the Performance Guarantee Period as the CLIENT will operate the Facility in accordance with the Contracted Baseline identified in Article 7.

1.1.1 The scope of work as defined in exhibit A will result in a net addition of electric kWh consumption estimated at 140,000 kWh. The electrical addition will not be measured or reconciled per this agreement.

**Table 1.2 – Total Guaranteed Savings (Cost)**

Performance Period	Energy/Utility Savings	Operational Savings	Total Savings
Annual Period 1	\$0	\$181,600	\$181,600
Annual Period 2	\$0	\$1,648	\$1,648
Annual Period 3	\$0	\$1,697	\$1,697
Annual Period 4	\$0	\$1,748	\$1,748
Annual Period 5	\$0	\$1,800	\$1,800
Annual Period 6	\$0	\$1,854	\$1,854
Annual Period 7	\$0	\$1,910	\$1,910
Annual Period 8	\$0	\$1,967	\$1,967
Annual Period 9	\$0	\$2,026	\$2,026
Annual Period 10	\$0	\$2,087	\$2,087
TOTALS	\$0	\$198,342	\$198,342

1.2 Table 1.2 shows the CLIENT'S guaranteed cost Savings for each Annual Period that are extrapolated from the guaranteed energy/utility unit Savings shown in Table 1.1 by multiplying the energy/utility Savings by the Baseline energy/utility rates including the stipulated Escalation Rates found in Article 6.

1.3 SIEMENS cannot and does not predict fluctuations in utility rates or the cost of energy. Therefore, the CLIENT and SIEMENS agree that the energy/utility cost Savings for each Annual Period will be calculated by multiplying the verified units

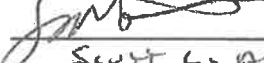
Exhibit C – Performance Assurance  
Lincolnwood School District 74

of energy/utility Savings by the Annual Period's stipulated energy/utility rate and Escalation Rates and not the Annual Period's actual utility rate.

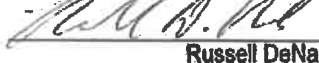
- 1.4 The determination of energy/utility Savings will follow current best practice, as defined in the IPMVP, or the FEMP Guidelines where required, unless otherwise agreed to by the Parties.
- 1.5 The Performance Guarantee does not operate to guarantee the Savings per-FIM. Rather, the calculation of Savings is based on aggregate performance of all of the FIMs contained in the Project. The projected value of such aggregate performance is contained in Table 1.2 above representing the Total Guaranteed Savings as monetized.

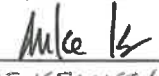
This Exhibit C, comprising 10 pages, is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

**CLIENT:** Lincolnwood School District 74

Signature:   
Printed Name: SCOTT C. ANDERSON  
Title: PRESIDENT  
Date: 6-5-14

**SIEMENS:** Siemens Industry, Inc.

Signature:   
Printed Name: Russell DeNapoli  
Title: Director  
Date: 2/17/15 Field Finance Operations

Signature:   
Printed Name: MIKE KEARNEY  
Title: SR. DIRECTOR, EES  
Date: 2/18/15

  
APPROVED BY LEGAL  
KEITH E. GRAHAM



## Article 2: Measurement and Verification Options

2.1 Measurement and Verification Options: There are five measurement and verification options to measure and verify energy/utility Savings: Option A - Retrofit Isolation: Key Parameter Measurement; Option B - Retrofit Isolation: All Parameter Measurement; Option C - Whole Facility; and, Option D – Calibrated Simulation. Options A through and including D are part of the IPMVP. Option E- Stipulated is based on industry accepted engineering standards and is the Option used for purposes of calculating Operational Savings.

**Option E – Stipulated:** This Option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both CLIENT and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and no further measurements or calculations will be performed during the Performance Guarantee Period. If applicable, the methodology and calculations to establish Savings value will be defined in Section 4.6 of this Exhibit C.

2.2 Table 2.1 below summarizes the first Annual Period's Guaranteed Savings (See Article 1, Tables 1.1 and 1.2) utilizing the applicable Measurement and Verification Options as applied to the referenced FIMs valued pursuant to the agreed upon amounts identified in Article 6 hereof.

**Table 2.1 – Savings for First Annual Period by Option**

FIM	Energy/Utility Savings \$						Operational Savings \$	Total Savings \$
	Measurement and Verification Options							
	A Retrofit Isolation: Key Parameter Measurement	B Retrofit Isolation: All Parameter Measurement	C Whole Facility	D Calibrated Simulation	E Stipulated	Total Energy/Utility Savings	E Stipulated	
RTUs	NA	NA	NA	NA	\$0	\$0	\$181,600	\$181,600
TOTALS	NA	NA	NA	NA	\$0	\$0	\$181,600	\$181,600

2.3 Table 2.2 identifies the source of Operational Savings defined and quantified by the Parties. The Parties affirm that such amounts are Stipulated Savings for purposes of calculating Annual Realized Savings and acknowledge that the Guaranteed Savings identified herein have been based on CLIENT'S affirmation.



**OPERATIONAL SAVINGS SHALL NOT BE MEASURED OR MONITORED  
DURING THE PERFORMANCE GUARANTEE PERIOD.**

**Table 2.2 - Source of Operational Savings**

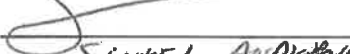
Account/Vendor	Description	Annual Cost \$	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
Capital Offset	Planned RTU Replacement in 10 <sup>th</sup> Year of Performance Contract	180,000	1	1
Labor and Materials	Unit repair and maintenance	\$1,600	10	1
<b>TOTAL</b>		<b>\$181,600</b>	<b>-</b>	<b>-</b>

2.4 SIEMENS has explained to the CLIENT and the CLIENT has satisfied itself as to how Operational Savings are incorporated into the Annual Realized Savings.


2.5 The Escalation Rate applicable to the Operational Savings is 3%.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE REVIEWED THE INCLUDED MEASUREMENT AND VERIFICATION OPTIONS AND THEIR APPLICATION TO BE USED IN CALCULATING SAVINGS UNDER THE AGREEMENT.

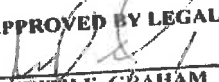
**CLIENT:** Lincolnwood School District 74

Signature:   
Printed Name: SCOTT L. ANDERSON  
Title: President  
Date: 10-5-14

**SIEMENS:** Siemens Industry, Inc.

Signature:   
Printed Name: Russell DeNapoli  
Title: Director  
Date: 2/17/15  
Field Finance Operations

Signature:   
Printed Name: MIKE KEARNEY  
Title: SR. DIRECTOR, EES  
Date: 2/18/15

  
**APPROVED BY LEGAL**  
**KEITH E. GRAHAM**

**Article 3: Performance Guarantee Period Responsibilities of the CLIENT**

In addition to the CLIENT'S responsibilities under Article 6 of the Agreement, this Article details the responsibilities of the CLIENT in connection with the management and administration of the Performance Guarantee.

- 3.1 The CLIENT will provide a representative at each Facility to coordinate work and provide required data described below.
- 3.2 The CLIENT will provide SIEMENS with accurate Facility operating information as defined below and in the Contracted Baseline article of this Exhibit C during each Annual Period, within thirty (30) days of any Material Change that may increase or decrease energy usage.
- 3.3 If applicable, the CLIENT will provide SIEMENS with copies of utility bills within thirty (30) days of receipt by the CLIENT or provide access to utility vendor information to allow SIEMENS to include a utility bill analysis in the Annual Performance Assurance Report. The utility bill analysis does not take the place of the Measurement and Verification Plan identified in Article 4 of this Exhibit C and is not used to measure the Project's performance.
- 3.4 If required for the Work, CLIENT will provide telephone/data remote access, through SIEMENS Insight® software package or otherwise, as SIEMENS reasonably requests. All charges related to telephone/data line installation, activation and communication services are the responsibility of the CLIENT.
- 3.5 If required for the Work, CLIENT will provide and coordinate utility meter upgrade for interface with SIEMENS metering and data collection. All charges related for these upgrades are the responsibility of the CLIENT.

#### **Article 4: Measurement and Verification Plan**

The following information is applicable to this Agreement:

Article 4.1 General Overview

Article 4.6 Option E – Stipulated-Energy/Utility Savings

##### **4.1 General Overview –**

The purpose of the Measurement and Verification (M&V) Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for each FIM which has energy/utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies (defined as the "Baseline") against the post-FIM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies are described in this Exhibit C, Article 5. The post-FIM implementation usage, consumption or efficiencies is defined as the Contracted Baseline and are described in this Exhibit C, Article 7.

##### **4.2 Option A - Retrofit Isolation: Key Parameter Measurement**

None

##### **4.3 Option B - Retrofit Isolation: All Parameter Measurement**

None

##### **4.4 Option C - Whole Facility**

None

##### **4.5 Option D – Calibrated Simulation**

None

##### **4.6 Option E - Stipulated-Energy/Utility Savings**

None

## Article 5: Baseline Data

- 5.1 The year(s) selected as the Baseline Electrical Period starts on January 2013 and ends on December 2013. The year(s) selected as the Baseline Natural Gas Period starts on December 2012 and ends on April 2013. Table 5.1 outlines the utility consumption that occurred during this Baseline Period. This Baseline Period's Facility utility consumption will be used as the reference for comparing the Facility's utility consumption during the Performance Guarantee Period in order to determine the Annual Realized Savings.

**Table 5.1 – Todd Hall Baseline Utility Consumption**

	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Electric	kWh	64,365	75,533	56,747	50,327	44,591	51,021	45,032	57,423	50,307	45,513	63,740	56,973
Electric	kW	145	142	143	143	195	161	171	217	219	206	142	139
N. Gas	Therm	21,319	22,100	17,900	8,847	NA	NA	NA	NA	288	5,812	12,253	14,987

- 5.2 The operating practices during the Baseline Period determine the utility consumption shown in Table 5.1. This data indicates the operating characteristics that were in effect during the Baseline Period. The Guaranteed Savings provided under this Agreement are based on the efficiencies gained by implementing the Work and implementing the Contracted Baseline in Article 7 of this Exhibit C.

**Table 5.2.1 Summer/Winter Operating Hours**

Day of Week	Occupied Run Hours	Unoccupied Run Hours
Monday-Friday	8am-4pm	4pm-8am
Saturday/Sunday	Intermittent	24 hours
Holiday	Intermittent	24 hours

**Table 5.2.2 Summer/Winter Operating Temperatures**

Day of Week	Occupied Cooling DEG F	Occupied Heating DEG F	Unoccupied Cooling DEG F	Unoccupied Heating DEG F
Monday-Friday	75	68	75	68
Saturday/Sunday	75	68	75	68
Holiday	75	68	75	68

**Table 5.2.3 Occupancy Summer/Winter**

Day of Week	Day	Afternoon	Night
Monday-Friday	Occupied	Occupied	Unoccupied
Saturday/Sunday	Intermittent	Intermittent	Intermittent
Holiday	Unoccupied	Unoccupied	Unoccupied

- 5.3 Applicable codes - Federal, State, County or Municipal codes or regulations are applicable to the use and operation of the Facility. SIEMENS will maintain the current level of Facility compliance relative to applicable codes unless specifically outlined to the contrary below. Unless specifically set forth in the Scope of Work and Services, Exhibit A, nothing herein should be construed as to require SIEMENS to provide additional work or services in the event that the current applicable code or regulation is modified.

5.3.1 Current code compliance:

- a. 1997 Illinois Accessibility Code
- b. 2004 Illinois State Plumbing Code
- c. 2005 National Electric Code
- d. 2006 International Building Code
- e. 2006 International Fire Code
- f. 2012 International Energy Conservation Code

5.3.2 Code changes:

Intentionally Blank

5.4 Building Inventory - The following information summarizes the equipment inventory that existed in the Facility during the Baseline Period.

- Self Contained Unit Ventilator (4)
- CHW/HW Unit Ventilator (27)
- CHW Fan Coil (1)
- Exhaust Fans (37)
- Packaged DX RTU (2)
- HV RTU (4)
- 150 Ton Air Cooled Chiller (1)
- 2 Ton Split System AC (1)
- Dual Temp Water Pumps (10)
- Chilled Water RTU (1, Library)
- Cabinet Unit Heaters (7)
- Finned Tube (23)
- HW Convactor (30)
- HW Unit Heater (4)

**Article 6: Utility Rate Structures and Escalation Rates**

- 6.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below. Each escalation rate will be applied annually to the utility rate.

**Table 6.1.2 Natural gas**

Tariff Number or Designation:	Rate 2 – General Service - Heating
Utility Name:	Constellation
Rate Structure:	0.548 \$ per Therm
Rate Escalation:	3 % per Annual Period

## Article 7: Contracted Baseline Data

- 7.1 The following tables detail the Facility operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties. This specific configuration of Facility operating parameters is the Contracted Baseline and failure of the CLIENT to maintain the Contracted Baseline may result in a Material Change which may require a modification of the Performance Guarantee pursuant to Article 4 of the Agreement.

**Table 7.2.1** Summer/Winter Operating Hours

Day of Week	Occupied Run Hours	Unoccupied Run Hours
Monday-Friday	8am-4pm	4pm-8am
Saturday/Sunday	Intermittent	24 hours
Holiday	Intermittent	24 hours

**Table 7.2.2** Summer/Winter Operating Temperatures

Day of Week	Occupied Cooling DEG F	Occupied Heating DEG F	Unoccupied Cooling DEG F	Unoccupied Heating DEG F
Monday-Friday	75	68	75	68
Saturday/Sunday	75	68	75	68
Holiday	75	68	75	68

**Table 7.2.3** Occupancy Summer/Winter

Day of Week	Day	Afternoon	Night
Monday-Friday	Occupied	Occupied	Unoccupied
Saturday/Sunday	Intermittent	Intermittent	Intermittent
Holiday	Unoccupied	Unoccupied	Unoccupied

## Amendment No. 1 to Performance Contracting Agreement

**THIS AMENDMENT No. 1 ("Amendment")** is made this 5th day of March, 2015, by and between Siemens Industry, Inc., through its Building Technologies Division (f/k/a Siemens Building Technologies, Inc.) ("SIEMENS"), and the party identified below as CLIENT, and effective upon execution, amends and modifies the Performance Contracting Agreement dated May 27, 2014 [SIEMENS Job No.44OP-150966 between SIEMENS and CLIENT, and all prior amendments thereto, if any (collectively the "Agreement").

### PROJECT:

The original PCA agreement consisted of the implementation of a single FIM, Gym RTU replacement, from a variety of energy savings projects that had originally been considered as part of the original procurement. This amendment extends the scope of work to include the implementation of the remaining energy savings measures including replacement of failing, inefficient chillers for each of the 3 schools on campus and mechanical equipment serving the Lincoln Hall Main Gymnasium, East Gym, computer rooms and offices. The project also includes additional energy savings projects such as pump VFDs and high efficiency boiler burners/controls.

**CLIENT:** Lincolnwood School District 74

**DESIGNATED REPRESENTATIVE:**  
**Mrs. Jessica Donato, Business Manager**  
Phone: 847-675-8234, Fax: N/A

**SIEMENS:** Siemens Industry, Inc.  
1000 Deerfield Parkway  
Buffalo Grove IL 60089

Local office at:  
585 Slawin Ct.  
Mt. Prospect, IL 60056

**DESIGNATED REPRESENTATIVE:**  
**Mr. Ken Detina, Sr. Acct. Mgr**  
Phone: 847-493-7730, Fax: N/A

1. The Agreement and any amendments thereto are incorporated by reference herein and made a part hereof.
2. The Parties agree to modify the Agreement as follows:
3. The Parties have decided to proceed with additional FIMs subject of the original procurement, but not undertaken as part of Phase I of the Work (the "Work"), which are described in the Amendment No. 1 Exhibits A – C attached hereto and incorporated herein. The work subject of this amendment is the Phase II Work. That term shall be treated for interpretational purposes as the Work, except that it shall only reference the work done as phase II of the Performance Contracting project, which is the subject matter of the Agreement.

The attached exhibits to this Amendment supplement the Agreement's original exhibits in that they memorialize the Phase II Work which is the subject of this Amendment No. 1.

- i. Amendment No. 1 Exhibit A: Scope of Work and Services;
- ii. Amendment No. 1 Exhibit B: Payment Schedules;
- iii. Amendment No. 1 Exhibit C: Performance Assurance

WHEREFORE, this Amendment amends and modifies the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect. The Parties have caused this Amendment to be signed by their duly authorized representatives on the date first above written, and this Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

**CLIENT:** Lincolnwood School District 74

Signature: \_\_\_\_\_

Printed

Name: SCOTT Z ANDERSON

Title: President

**SIEMENS:** Siemens Industry, Inc.

Signature: \_\_\_\_\_

Printed

Name: PETER KAMPS

Title: VICE PRESIDENT

FINANCE & BUSINESS ADMINISTRATION

SII-BTD-EES  
Amendment

APPROVED BY LEGAL  
KEITH E. GRAHAM

NAME: Milce K

TITLE: SR. DIRECTOR, BPS EES

DATE: 3/20/15

Page 1 of 1



**Article 1: Scope of Work – Phase II**

1.1 *Description:* Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary to implement the following FIMs, which are further described in Section 1.2 (collectively, the "Phase II Work"):

- Todd Hall – Server Room AC Unit Replacement
- Todd Hall – Chiller Replacement
- Todd Hall –Unit Ventilator Replacement
- Todd Hall – Hot Water Boiler Burner Replacement
- Todd Hall – Pump VFD's
- Rutledge Hall – Chiller Replacement
- Rutledge Hall – Server Room AC Unit Replacement
- Rutledge Hall –Booster Pump Replacement
- Lincoln Hall – Server Room AC Unit Replacement
- Lincoln Hall – Booster Pump Replacement
- Lincoln Hall – Office RTU Replacements
- Lincoln Hall – Main Gym & Locker AHU Replacement
- Lincoln Hall – East Gym RTU Replacement
- Lincoln Hall – Chiller Replacement

1.2 *Specific Elements:* The Phase II Work shall include the following:

1.2.1 Todd Hall – Server Room AC Unit Replacement

- Obtain required construction permits
- Demolish, remove, and legally dispose of (1) existing split air conditioning unit
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Provide (1) new 2-ton, spit air conditioning unit to cool the server room.
  - Provide with low ambient operation
  - Provide BACnet enabled thermostat
- Install new condensing unit on existing roof curb
- Provide insulated line set from evaporator to condensing unit
- Reconnect condensate discharge to existing drain connection
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.2 Todd Hall – Chiller Replacement

- Obtain required construction permits
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Demolish, remove, and legally dispose of (1) existing air cooled chiller
- Demolition includes dumpsters, hauling, and non-hazardous waste disposal
- School District shall furnish (1) 150-Ton air cooled scroll chiller
  - Unit shall have published turndown of 10%
  - Unit's condenser fans shall be high efficiency variable speed
  - Unit shall be provided with freeze protection
  - Unit shall have Alerton/BACnet compatible controls

Amendment No. 1 Exhibit A - Scope of Phase II Work and Services  
Lincolnwood School District 74 – Phase II

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- Unit shall be provided with Insulation kit
- Ultra Low Sound Option
- (1) Non-fused disconnect
- Install new chiller in existing location
- Reconnect existing chilled water piping
- Insulate new chilled water piping
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.3 Todd Hall – Unit Ventilator Replacement

- Demolish, remove, and legally dispose of (4) existing unit ventilators. Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Provide (4) new self-contained unit ventilators with the following features and accessories:
  - 2 pipe HW heating
  - DX cooling
  - 115V/1Ph/60Hz
  - Digital ready with factory installed sensors and actuators
  - Site coordinated adapter back
  - 1st year parts warranty
- Provide (4) new outdoor air louvers
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.4 Todd Hall – Hot Water Boiler Burner Replacement

- Demolish, remove, and legally dispose of (2) existing gas burners
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Provide (2) new power flame high efficiency burners with the following features and accessories:
  - Linkage-less controls
  - Burner control panel
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.5 Todd Hall – Pump VFD's

- Demolish, remove, and legally dispose of (2) primary hot water pumps
- Demolish, remove, and legally dispose of (2) secondary dual temperature water pumps
- Demolition includes dumpsters, hauling, and non-hazardous waste disposal
- Provide (2) new 30HP centrifugal base mounted primary water pumps
- Provide (2) new 15HP centrifugal base mounted secondary dual temperature water pumps

Amendment No. 1 Exhibit A - Scope of Phase II Work and Services  
Lincolnwood School District 74 – Phase II

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- Provide (4) new variable frequency drives, 1 each for (2) 30HP and (2) 15HP pumps referenced aboveProvide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.6 Rutledge Hall – Chiller Replacement

- Obtain required construction permits
- Demolish, remove, and legally dispose of (1) existing air cooled chiller
- Demolition includes dumpsters, hauling, and non-hazardous waste disposal
- School District shall furnish (1) 200-Ton air cooled scroll chiller with the following features and accessories:
  - Published 10% turndown
  - High efficiency variable condenser fans
  - Freeze protection
  - Suction service valves
  - Alerton/BACnet compatible controls
  - Insulation kit
  - Ultra Low Sound Option
  - Non-fused disconnect
  - Convenience Outlet
- Install new chiller in existing location
- Reconnect existing chilled water piping
- Insulate new chilled water piping
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.7 Rutledge Hall – Server Room AC Unit Replacement

- Obtain required construction permits
- Demolish, remove, and legally dispose of (1) existing split air conditioning unit
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Provide (1) new 2-ton, spit air conditioning unit to cool the server room with the following features and accessories:
  - Low ambient operation
  - BACnet enabled thermostat
- Install new condensing unit on existing roof curb
- Provide insulated line set from evaporator to condensing unit
- Reconnect condensate discharge to existing drain connection
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.8 Rutledge Hall – Booster Pump Replacement

- Demolish, remove and legally dispose of (1) domestic water booster pump
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Provide (1) new skid mounted, domestic water booster pump package

Amendment No. 1 Exhibit A - Scope of Phase II Work and Services  
Lincolnwood School District 74 – Phase II

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- Replace (1) existing non-GFCI duplex outlet with (1) GFCI duplex outlet
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.9 Lincoln Hall – Server Room AC Unit Replacement

- Obtain required construction permits
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Demolish, remove, and legally dispose of (1) existing split air conditioning unit
- Provide (1) new 2-ton, spit air conditioning unit to cool the server room with the following features and accessories:
  - Low ambient operation
  - BACnet enabled thermostat
- Install new condensing unit on existing roof curb
- Provide insulated line set from evaporator to condensing unit
- Reconnect condensate discharge to existing drain connection
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.10 Lincoln Hall – Booster Pump Replacement

- Demolish, remove and legally dispose of (1) domestic water booster pump
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Provide (1) new skid mounted, domestic water booster pump package
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.11 Lincoln Hall – Office RTU Replacements

- Obtain required construction permits
- Demolish, remove, and legally dispose of (2) existing rooftop units (S-14 and S-15)
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Provide (1) new 7.5 Ton direct expansion roof top unit (S-14) with the following features and accessories:
  - 100% economizer
  - Medium heat
  - Two stage compressor
  - Medium static
  - Al/cu fins and coils
  - BACnet controls
  - New roof curb
- Provide (1) new 5 Ton direct expansion roof top unit (S-15) with the following features and accessories:
  - 100% economizer
  - Medium heat

Amendment No. 1 Exhibit A - Scope of Phase II Work and Services  
Lincolnwood School District 74 – Phase II

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- Two stage compressor
- Medium static
- Al/cu fins and coils
- BACnet controls
- New roof curb
- Reconnect each of two rooftop units to existing ductwork and natural gas pipe
- Insulate new ductwork
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.12 Lincoln Hall – Main Gym & Locker AHU Replacement

- Obtain required construction permits
- Demolish, remove, and legally dispose of (4) existing air handling units
- Provide (4) new chilled water air handling units, each with (1) dual temperature heating and cooling coil
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Reconnect (4) units to existing ductwork and insulate supply ductwork
- Provide new piping connection to dual temperature water supply and return
- Insulate new dual temperature water piping
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.2.13 Lincoln Hall – East Gym RTU Replacement

- Obtain required construction permits
- Demolish, remove, and legally dispose of (2) existing rooftop units
- Demolish, remove, and legally dispose of (2) existing air handling units
- Demolition includes dumpsters, hauling and non-hazardous waste disposal.
- Demolish existing piping serving air handling units to main and cap
- Provide (2) new 12.5 Ton direct expansion roof top unit with the following features and accessories:
  - 100% OA economizer
  - Medium heat
  - Two stage compressor
  - Medium static
  - Al/cu fins and coils
  - BACnet controls
  - Adapt to existing curb
- Provide new supply ductwork to supply air diffusers
- Insulate new ductwork
- Route natural gas from existing main to each of two new rooftop units
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

Amendment No. 1 Exhibit A - Scope of Phase II Work and Services  
Lincolnwood School District 74 – Phase II

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1.2.14 Lincoln Hall – Chiller Replacement

- Obtain required construction permits
- Demolish, remove, and legally dispose of (1) existing air cooled chiller
- Demolition includes dumpsters, hauling, and non-hazardous waste disposal
- School District shall furnish (1) 300-Ton air cooled scroll chiller with the following features and accessories:
  - Published 10% turndown
  - High efficiency variable condenser fans
  - Freeze protection
  - Suction service valves
  - Alerton/BACnet compatible controls
  - Insulation kit
  - Ultra Low Sound Option
  - Non-fused disconnect
  - Convenience Outlet
- Install new chiller in existing location
- Reconnect existing chilled water piping
- Insulate new chilled water piping
- Provide power and control wiring
- Provide equipment startup
- Provide operator training
- Provide O&M manual

1.3 Reserved

1.4 CLIENT'S Responsibilities (in addition to those in Article 6 of the Agreement):

- Procure directly with a third-party vendor a contract for abatement of asbestos containing materials (ACM) included in scope of Phase II Work prior to commencement of demolition.
- Remove non-fixed furniture and classroom materials from areas included in scope of Phase II Work.
- Remove non-essential equipment and non-fixed furniture from MER and Electric Rooms.

**Article 2: Phase II Work Implementation Period**

- 2.1 SIEMENS shall commence the Phase II Work on February 15, 2015, and shall perform the Phase II Work diligently and shall complete the Phase II Work no later than October 16, 2015

**Article 3: Scope of Services-Performance Assurance Services Program**

- 3.1 SIEMENS will manage the savings guarantee consistent with Exhibit C Article 4. SIEMENS will provide a report documenting project savings on an annual basis within 90 days of each annual reporting period during the PASP term. SIEMENS will interpret this report and review the findings with the CLIENT. SIEMENS will provide a binder and indexing system for storage of these annual reports. If CLIENT desires, SIEMENS will provide an electronic copy of all reports and interpretations annually.


- 3.2 Siemens will meet annually with a designated representative of CLIENT to review the savings calculations. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT enters into and maintains, during the entire term of the Performance Guarantee Period, the PASP. If the CLIENT fails to enter into, breaches, cancels or otherwise causes the termination of the PASP, this Performance Guarantee shall terminate immediately and be void and of no force or effect.

**Article 4: Scope of Services-Maintenance Services Program**


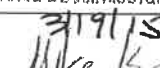
- 4.1 CLIENT has elected to self-implement maintenance. Therefore SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date. CLIENT agrees that it will maintain the equipment per manufacturer specifications and that it will operate the Equipment in accordance with the Contracted Baseline described in Article 7 of Exhibit C. If CLIENT fails to properly maintain or operate the Equipment, SIEMENS shall have the right to modify the Performance Guarantee pursuant to Article 4 of the Agreement.


By signing below, this Exhibit is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

**CLIENT:** Lincolnwood  
School District 74

Signature:   
Printed Name: Scott Anderson  
Title: President  
Date: 3/5/15

**SIEMENS:** Siemens Industry, Inc.

Signature:   
Printed Name: PETER KAMPS  
Title: VICE PRESIDENT  
Date: FINANCE & BUSINESS ADMINISTRATION  
3/19/15  
Signature:   
Printed Name: MIKE KEARNEY  
Title: SR. DIRECTOR, BPS EES  
Date: 3/20/15

  
APPROVED BY LEGAL  
KEITH E. GRAHAM



Amendment No. 1 Exhibit B – Payment Schedules  
Lincolnwood School District 74 – Phase II

**Article 1: Payment for Scope of Work – Phase II**

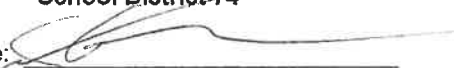
- 1.1 **Price:** As full consideration of the Phase II Work as described in Exhibit A, Article 1: Scope of Phase II Work, the CLIENT shall pay to SIEMENS \$1,390,838 (plus taxes, if applicable).
- 1.2 **Escrow:** [Reserved]
- 1.3 **Timely Payments:** The CLIENT agrees to pay SIEMENS by progress billing. The Table B.1 below is an estimated payment schedule only. CLIENT agrees to pay all invoices submitted by SIEMENS per Article 8 of the Agreement

**Table B.1 – FIM Work Payment Schedule**

Project Phase	Payments (\$)	Payments (%)
Feb-15	0	0%
Mar-15	\$41,725	3%
Apr-15	\$72,324	5.2%
May-15	\$59,806	4.3%
Jun-15	\$458,977	33%
Jul-15	\$503,483	36.2%
Aug-15	\$134,911	9.7%
Sep-15	\$62,588	4.5%
Oct-15	\$57,024	4.1%
Nov-15	0	0
Dec-15	0	0
Jan-15	0	0
<b>PROJECT TOTAL:</b>	<b>\$ 1,390,838</b>	<b>100%</b>

Article 1 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

**CLIENT:** Lincolnwood  
School District 74

Signature:   
Printed Name: Scott L. Anderson  
Title: President  
Date: 3/5/15

APPROVED BY LEGAL  
  
KEITH E. GRAHAM

**SIEMENS:** Siemens Industry, Inc.

Signature:   
Printed Name: PETER KAMP  
Title: VICE PRESIDENT  
Date: 3/19/15  
Signature:   
Printed Name: MIKE KEARNEY  
Title: SR. DIRECTOR, BPSEES  
Date: 3/20/15

Amendment No. 1 Exhibit B – Payment Schedules  
Lincolnwood School District 74 – Phase II


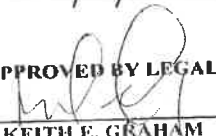
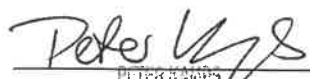
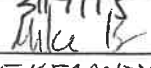
**Article 2: Payment for Performance Assurance Services Program (PASP)**

- 2.1 **Price:** As full consideration of the Services as described in Exhibit A, Article 3, the CLIENT shall pay to SIEMENS the amounts identified in Table B.2 plus taxes, if applicable, on the dates identified therein.
- 2.2 **Performance Assurance Services Program Term:** The term of the PASP shall commence on the Guarantee Date and shall extend for either: (a) the term of the Performance Guarantee Period where multi-year obligations are allowed; or (b) for twelve (12) month periods corresponding to the term of each Annual Period.
- 2.3 **Automatic Renewal:** Where the PASP term is limited to an Annual Period, the PASP shall automatically renew for successive Annual Periods beginning on the anniversary date of Guarantee Date. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of this Agreement. SIEMENS obligations under the Performance Guarantee are dependent upon and subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period.
- 2.4 **Termination:** See Section 4.7 of the Agreement.

**Table B.2 – Performance Assurance Program Payment Schedule**

Date	Semi-Annual Payments (\$)	Notes
Installation	\$4,798	1-Time Payment at Project Completion
Year 1	\$4,942	Payments to Annual
Year 2	\$5,090	Payments to Annual
Year 3	\$5,243	Payments to Annual
Year 4	\$5,400	Payments to Annual
Year 5	\$5,562	Payments to Annual
Year 6	\$5,729	Payments to Annual
Year 7	\$5,901	Payments to Annual
Year 8	\$6,078	Payments to Annual
Year 9	\$6,260	Payments to Annual
Year 10	\$6,448	Payments to Annual
Year 11	\$6,642	Payments to Annual
Year 12	\$6,841	Payments to Annual
Year 13	\$7,046	Payments to Annual
Year 14	\$7,257	Payments to Annual
Year 15	\$7,475	Payments to Annual

Article 2 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

<p><b>CLIENT:</b></p> <p>Lincolnwood School District 74</p> <p>Signature: </p> <p>Printed Name: <u>Scott L. Anderson</u></p> <p>Title: <u>President</u></p> <p>Date: <u>3/5/15</u></p> <p></p> <p>APPROVED BY LEGAL KEITH E. GRAHAM</p>	<p><b>SIEMENS:</b></p> <p>Siemens Industry, Inc.</p> <p>Signature: </p> <p>Printed Name: <u>PETER KARP</u></p> <p>Title: <u>VICE PRESIDENT</u></p> <p>Date: <u>3/19/15</u></p> <p>Signature: </p> <p>Printed Name: <u>MIKE KEARNEY</u></p> <p>Title: <u>SR. DIRECTOR, BPS EES</u></p> <p>Date: <u>3/20/15</u></p>
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The following Articles and Tables are hereby included and made part of this Exhibit C:

**Article 1: Summary of Articles and Total Guaranteed Savings**

Article 1	Summary of Articles and Total Guaranteed Savings
Article 2	Measurement and Verification Options
Article 3	Performance Guarantee Period Responsibilities of CLIENT
Article 4	Measurement and Verification Plan
Article 5	Baseline Data
Article 6	Utility Rate Structures and Escalation Rates
Article 7	Contracted Baseline Data

**Table 1.1 – Total Guaranteed Savings (Units)**

Performance Period	Electric Energy Saved (kWh)	Electric Power Saved (kW)	Natural Gas Saved (Therms)	No. 2 Fuel Oil Saved (Gallons)	Water Saved (Gallons)
Annual Period 1	257,601	674	5,790	0	0

- 1.1 Only Annual Period 1 is shown as the energy/utility unit Savings will remain constant for each Annual Period of the Performance Guarantee Period as the CLIENT will operate the Facility in accordance with the Contracted Baseline identified in Article 7.

Performance Period	Energy Savings	Operational Savings	Total Savings
Construction	NA	NA	NA
Annual Period 1	\$28,839	\$1,416,582	\$1,445,421
Annual Period 2	\$29,704	\$18,746	\$48,450
Annual Period 3	\$30,595	\$19,308	\$49,904
Annual Period 4	\$31,513	\$19,888	\$51,401
Annual Period 5	\$32,459	\$20,484	\$52,943
Annual Period 6	\$33,432	\$21,099	\$54,531
Annual Period 7	\$34,435	\$21,732	\$56,167
Annual Period 8	\$35,468	\$22,384	\$57,852
Annual Period 9	\$36,532	\$23,055	\$59,588
Annual Period 10	\$37,628	\$23,747	\$61,375
Annual Period 11	\$38,757	\$24,459	\$63,216
Annual Period 12	\$39,920	\$25,193	\$65,113
Annual Period 13	\$41,118	\$25,949	\$67,066
Annual Period 14	\$42,351	\$26,727	\$69,078
Annual Period 15	\$43,622	\$27,529	\$71,151
<b>TOTALS</b>	\$536,374	\$1,736,882	\$2,273,257

- 1.2 Table 1.2 shows the CLIENT'S guaranteed cost Savings for each Annual Period that are extrapolated from the guaranteed energy/utility unit Savings shown in Table 1.1 by multiplying the energy/utility Savings by the Baseline energy/utility rates including the stipulated Escalation Rates found in Article 6.
- 1.3 SIEMENS cannot and does not predict fluctuations in utility rates or the cost of energy. Therefore, the CLIENT and SIEMENS agree that the energy/utility cost Savings for each Annual Period will be calculated by multiplying the verified units of energy/utility Savings by the Annual Period's stipulated energy/utility rate and Escalation Rates and not the Annual Period's actual utility rate.

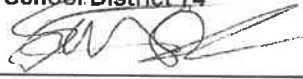
Amendment No. 1 Exhibit C – Performance Assurance  
Lincolnwood School District 74 – Phase II

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- 1.4 The determination of energy/utility Savings will follow current best practice, as defined in the IPMVP, or the FEMP Guidelines where required, unless otherwise agreed to by the Parties.
- 1.5 The Performance Guarantee does not operate to guarantee the Savings per-FIM. Rather, the calculation of Savings is based on aggregate performance of all of the FIMs contained in the Project. The projected value of such aggregate performance is contained in Table 1.2 above representing the Total Guaranteed Savings as monetized.

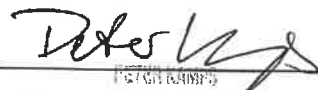
This Exhibit C, comprising 11 pages, is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

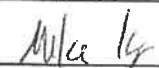
**CLIENT:** Lincolnwood  
School District 74

Signature:   
Printed Name: Scott L. Anderson  
Title: President  
Date: 3/5/15

  
PROVED BY LEGAL  
KEITH E. GRAHAM

**SIEMENS:** Siemens Industry, Inc.

Signature:   
Printed Name: Peter L. Kearney  
Title: Vice President  
Date: 3/19/15

Signature:   
Printed Name: MIKE KEARNEY  
Title: SR. DIRECTOR, BPS EES  
Date: 3/20/15

## Article 2: Measurement and Verification Options

- 2.1 Measurement and Verification Options: Option E-Stipulated, will be used to calculate savings and is based on industry accepted engineering standards.

**Option E – Stipulated:** This Option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both CLIENT and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM. If applicable, the methodology and calculations to establish Savings value will be defined in Section 4.6 of this Exhibit C.

- 2.2 Table 2.1 below summarizes the first Annual Period's Guaranteed Savings (See Article 1, Tables 1.1 and 1.2) utilizing the applicable Measurement and Verification Options as applied to the referenced FIMs valued pursuant to the agreed upon amounts identified in Article 6 hereof.

**Table 2.1 – Savings for First Annual Period by Option**

FIM	Energy/Utility Savings		Operational Savings	Total Savings
	M&V Options			
	E Stipulated	Total Energy/Utility Savings		
Todd Hall – Server Room AC Unit Replacement	\$131	\$131	\$44,167	\$44,298
Todd Hall – Chiller Replacement	\$7,850	\$7,850	\$58,690	\$66,540
Todd Hall –Unit Ventilator Replacement	\$562	\$562	\$128,323	\$128,885
Todd Hall – Hot Water Boiler Burner Replacement	\$3,173	\$3,173	\$140,147	\$143,320
Todd Hall – Pump VFD’s	\$3,075	\$3,075	\$79,640	\$82,715
Rutledge Hall – Chiller Replacement	\$8,410	\$8,410	\$56,203	\$64,613
Rutledge Hall – Server Room AC Unit Replacement	\$131	\$131	\$44,167	\$44,298
Rutledge Hall –Booster Pump Replacement	\$263	\$263	\$33,600	\$33,863
Lincoln Hall – Server Room AC Unit Replacement	\$131	\$131	\$42,215	\$42,346
Lincoln Hall – Booster Pump Replacement	\$263	\$263	\$32,120	\$32,383
Lincoln Hall – Office RTU Replacements	-	-	\$43,038	\$43,038
Lincoln Hall – Main Gym & Locker AHU Replacement	-	-	\$360,440	\$360,440
Lincoln Hall – East Gym RTU Replacement	-	-	\$291,357	\$291,357
Lincoln Hall – Chiller Replacement	\$4,850	\$4,850	\$62,475	\$67,325
TOTALS	\$28,839	\$28,839	\$1,416,582	\$1,445,421

- 2.3 Table 2.2 identifies the source of Operational Savings defined and quantified by the Parties. The Parties affirm that such amounts are Stipulated Savings for purposes of calculating Annual Realized Savings and acknowledge that the Guaranteed Savings identified herein have been based on CLIENT'S affirmation. **OPERATIONAL SAVINGS SHALL NOT BE MEASURED OR MONITORED DURING THE PERFORMANCE GUARANTEE PERIOD.**

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**Table 2.2 – Source of Operational Savings (“OS”)/Capital Offset / (“CO”)**

Account/ Vendor	Description	Annual Cost \$	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
OS / CO	Todd Hall – Server Room AC Unit Replacement	\$43,687	1	1
OS / CO	Todd Hall – Chiller Replacement	\$55,690	1	1
OS / CO	Todd Hall –Unit Ventilator Replacement	\$127,363	1	1
OS / CO	Todd Hall – Hot Water Boiler Burner Replacement	\$138,147	1	1
OS / CO	Todd Hall – Pump VFD's	\$77,240	1	1
OS / CO	Rutledge Hall – Chiller Replacement	\$53,203	1	1
OS / CO	Rutledge Hall – Server Room AC Unit Replacement	\$43,687	1	1
OS / CO	Rutledge Hall –Booster Pump Replacement	\$33,120	1	1
OS / CO	Lincoln Hall – Server Room AC Unit Replacement	\$41,735	1	1
OS / CO	Lincoln Hall – Booster Pump Replacement	\$31,640	1	1
OS / CO	Lincoln Hall – Office RTU Replacements	\$42,558	1	1
OS / CO	Lincoln Hall – Main Gym & Locker AHU Replacement	\$359,960	1	1
OS / CO	Lincoln Hall – East Gym RTU Replacement	\$290,877	1	1
OS / CO	Lincoln Hall – Chiller Replacement	\$59,475	1	1
OS / CO	Todd Hall – Server Room AC Unit Replacement	\$480	15	1
OS / CO	Todd Hall – Chiller Replacement	\$3,000	15	1
OS / CO	Todd Hall –Unit Ventilator Replacement	\$960	15	1
OS / CO	Todd Hall – Hot Water Boiler Burner Replacement	\$2,000	15	1
OS / CO	Todd Hall – Pump VFD's	\$2,400	15	1
OS / CO	Rutledge Hall – Chiller Replacement	\$3,000	15	1
OS / CO	Rutledge Hall – Server Room AC Unit Replacement	\$480	15	1
OS / CO	Rutledge Hall –Booster Pump Replacement	\$480	15	1
OS / CO	Lincoln Hall – Server Room AC Unit Replacement	\$480	15	1
OS / CO	Lincoln Hall – Booster Pump Replacement	\$480	15	1
OS / CO	Lincoln Hall – Office RTU Replacements	\$480	15	1
OS / CO	Lincoln Hall – Main Gym & Locker AHU Replacement	\$480	15	1
OS / CO	Lincoln Hall – East Gym RTU Replacement	\$480	15	1
OS / CO	Lincoln Hall – Chiller Replacement	\$3,000	15	1
TOTAL	(15 year total with escalation)	\$1,736,882		

Amendment No. 1 Exhibit C – Performance Assurance  
Lincolnwood School District 74 – Phase II

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2.4 SIEMENS has explained to the CLIENT and the CLIENT has satisfied itself as to how Operational Savings are incorporated into the Annual Realized Savings.

2.5 The Escalation Factor applicable to the Operational Savings is 3%.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE REVIEWED THE INCLUDED MEASUREMENT AND VERIFICATION OPTIONS AND THEIR APPLICATION TO BE USED IN CALCULATING SAVINGS UNDER THE AGREEMENT.

CLIENT: Lincolnwood  
School District 74

Signature: [Signature]  
Printed Name: Scott L. Anderson  
Title: President  
Date: \_\_\_\_\_

SIEMENS: Siemens Industry, Inc.

Signature: [Signature]  
Printed Name: PATCH KIMBLE  
Title: VICE PRESIDENT  
Date: 3/19/15

Signature: [Signature]  
Printed Name: MIKE KEARNEY  
Title: SR. DIRECTOR, BPSUES  
Date: 3/20/15

APPROVED BY LEGAL  
[Signature]  
KEITH E. GRAHAM

**Article 3: Performance Guarantee Period Responsibilities of the CLIENT**

In addition to the CLIENT'S responsibilities under Article 6 of the Agreement, this Article details the responsibilities of the CLIENT in connection with the management and administration of the Performance Guarantee.

- 3.1 The CLIENT will provide a representative at each Facility to coordinate work and provide required data described below.
- 3.2 The CLIENT will provide SIEMENS with accurate Facility operating information as defined below and in the Contracted Baseline article of this Exhibit C during each Annual Period, within thirty (30) days of any Material Change that may increase or decrease energy usage.
- 3.3 If applicable, the CLIENT will provide SIEMENS with copies of utility bills within thirty (30) days of receipt by the CLIENT or provide access to utility vendor information to allow SIEMENS to include a utility bill analysis in the Annual Performance Assurance Report. The utility bill analysis does not take the place of the Measurement and Verification Plan identified in Article 4 of this Exhibit C and is not used to measure the Project's performance.
- 3.4 If required for the Work, CLIENT will provide telephone/data remote access, through SIEMENS Insight® software package or otherwise, as SIEMENS reasonably requests. All charges related to telephone/data line installation, activation and communication services are the responsibility of the CLIENT.
- 3.5 If required for the Work, CLIENT will provide and coordinate utility meter upgrade for interface with SIEMENS metering and data collection. All charges related for these upgrades are the responsibility of the CLIENT.

**Article 4: Measurement and Verification Plan**

The following information is applicable to this Agreement:

- Article 4.1 General Overview
- Article 4.2 Option A - Retrofit Isolation: Key Parameter Measurement
- Article 4.3 Option B - Retrofit Isolation: All Parameter Measurement
- Article 4.4 Option C - Whole Facility
- Article 4.5 Option D - Calibrated Simulation
- Article 4.6 Option E – Stipulated-Energy/Utility Savings

**4.1 General Overview –**

The purpose of the Measurement and Verification (M&V) Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for each FIM which has energy/utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies (defined as the "Baseline") against the post-FIM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies are described in this Exhibit C, Article 5. The post-FIM implementation usage, consumption or efficiencies is defined as the Contracted Baseline and are described in this Exhibit C, Article 7.



**4.2 Option A - Retrofit Isolation: Key Parameter Measurement**

NONE

**4.3 Option B - Retrofit Isolation: All Parameter Measurement**

NONE

**4.4 Option C - Whole Facility**

NONE

**4.5 Option D – Calibrated Simulation**

NONE

**4.6 Stipulated-Energy/Utility Savings**

The energy savings for the following FIMS have been stipulated and agreed upon by Siemens and the client. The client will be provided with an annual M&V report for the duration of the PASP that summarizes the calculated and agreed upon savings.

4.6.1 Todd Hall – Server Room AC Unit Replacement

4.6.2 Todd Hall – Chiller Replacement

4.6.3 Todd Hall –Unit Ventilator Replacement

4.6.4 Todd Hall – Hot Water Boiler Burner Replacement

4.6.5 Todd Hall – Pump VFD's

4.6.6 Rutledge Hall – Chiller Replacement

4.6.7 Rutledge Hall – Server Room AC Unit Replacement

4.6.8 Rutledge Hall –Booster Pump Replacement

4.6.9 Lincoln Hall – Server Room AC Unit Replacement

4.6.10 Lincoln Hall – Booster Pump Replacement

4.6.11 Lincoln Hall – Chiller Replacement

## Article 5: Baseline Data

- 5.1 The year(s) selected as the Baseline Period starts on October 2012 and ends on September 2013. Table 5.1 outlines the utility consumption that occurred during this Baseline Period. This Baseline Period's Facility utility consumption will be used as the reference for comparing the Facility's utility consumption during the Performance Guarantee Period in order to determine the Annual Realized Savings.

Table 5.1

		Baseline Utility Consumption											
	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Electric	kWh	121096.8	109830.1	95292.62	92710.54	84836.63	30000	30000	30,000	119,645	99,267	109,858	109862.9
Electric	kW	275.27	272.23	260.66	244.65	212.2	75	75	75	288	248	259	258.26
N. Gas	Therm	18601.44	17211.38	15847.03	6497.87	405.32	85.93	270.92	4,990	3,243	4,083	10,190	14310.4

- 5.2 The operating practices during the Baseline Period determine the utility consumption shown in Table 5.1. This data indicates the operating characteristics that were in effect during the Baseline Period. The Guaranteed Savings provided under this Agreement are based on the efficiencies gained by implementing the Work and implementing the Contracted Baseline in Article 7 of this Exhibit C.

Table 5.2.1 Summer/Winter Operating Hours

Day of Week	Occupied Run Hours	Unoccupied Run Hours
Monday-Friday	8am-4pm	4pm-8am
Saturday/Sunday	Intermittent	24 hours
Holiday	Intermittent	24 hours

Table 5.2.2 Summer/Winter Operating Temperatures

Day of Week	Occupied Cooling DEG F	Occupied Heating DEG F	Unoccupied Cooling DEG F	Unoccupied Heating DEG F
Monday-Friday	75	68	75	68
Saturday/Sunday	75	68	75	68
Holiday	75	68	75	68

Table 5.2.3 Occupancy Summer/Winter

Day of Week	Day	Afternoon	Night
Monday-Friday	Occupied	Occupied	Unoccupied
Saturday/Sunday	Intermittent	Intermittent	Intermittent
Holiday	Unoccupied	Unoccupied	Unoccupied

- 5.3 Applicable codes - Federal, State, County or Municipal codes or regulations are applicable to the use and operation of the Facility. SIEMENS will maintain the current level of Facility compliance relative to applicable codes unless specifically outlined to the contrary below. Unless specifically set forth in the Scope of Work and Services, Exhibit A, nothing herein should be construed as to require SIEMENS to provide additional work or services in the event that the current applicable code or regulation is modified.
- 5.3.1 Current code compliance (identify the applicable code citation):
- a. 1997 Illinois Accessibility Code
  - b. 2004 Illinois State Plumbing Code
  - c. 2005 National Electric Code
  - d. 2006 International Building Code
  - e. 2006 International Fire Code
  - f. 2012 International Energy Conservation Code
- 5.4 Building Inventory - The following equipment existed in the Facility during the Baseline Period.
- Self Contained Unit Ventilator (4)
  - CHW/HW Unit Ventilator (27)
  - CHW Fan Coil (1)
  - Exhaust Fans (37)
  - Packaged DX RTU (2)
  - HV RTU (4)
  - 300 HP Hot Water Boilers (2)
  - 150 Ton Air Cooled Chiller (1)
  - 200 Ton Air Cooled Chiller (1)
  - 250 Ton Air Cooled Chiller (1)
  - 2 Ton Split System AC (1)
  - Dual Temp Water Pumps (10)
  - Chilled Water RTU (1)
  - Cabinet Unit Heaters (7)
  - Finned Tube (23)
  - HW Convactor (30)
  - HW Unit Heater (4)

## Article 6: Utility Rate Structures and Escalation Rates

- 6.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below. Each escalation rate will be applied annually to the utility rate.

**Table 6.1.1** Electricity

Tariff Number or Designation:	Utility Name:	ComEd / Integrys
Rate Structure:	0.064	\$ per kWh
	6.07	\$ per kW
Rate Escalation:	3	% per Annual Period

**Table 6.1.2** Natural gas

Tariff Number or Designation:	Rate 2 – General Service - Heating
Utility Name:	Excelon
Rate Structure:	0.548 \$ per Therm
Rate Escalation:	3 % per Annual Period

## Article 7: Contracted Baseline Data

- 7.1 The following tables detail the Facility operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties. This specific configuration of Facility operating parameters is the Contracted Baseline and failure of the CLIENT to maintain the Contracted Baseline may result in a Material Change which may require a modification of the Performance Guarantee pursuant to Article 4 of the Agreement.

**Table 7.2.1** Summer/Winter Operating Hours

Day of Week	Occupied Run Hours	Unoccupied Run Hours
Monday-Friday	8am-4pm	4pm-8am
Saturday/Sunday	Intermittent	24 hours
Holiday	Intermittent	24 hours

**Table 7.2.2** Summer/Winter Operating Temperatures

Day of Week	Occupied Cooling DEG F	Occupied Heating DEG F	Unoccupied Cooling DEG F	Unoccupied Heating DEG F
Monday-Friday	75	68	75	68
Saturday/Sunday	75	68	75	68
Holiday	75	68	75	68

**Table 7.2.3** Occupancy Summer/Winter

Day of Week	Day	Afternoon	Night
Monday-Friday	Occupied	Occupied	Unoccupied
Saturday/Sunday	Intermittent	Intermittent	Intermittent
Holiday	Unoccupied	Unoccupied	Unoccupied

Acct #	Description	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety
	<i>Begin entering data on Error 5-10 and End on 9-17 tabs.</i>									
	ESTIMATED BEGINNING FUND BALANCE JULY 1, 2014 <sup>1</sup>									
	RECEIPTS/REVENUES	16,571,452	4,088,426	880,547	1,976,727	1,058,039	90,494	4,182,545	2,105,951	853,215
1000	LOCAL SOURCES	17,066,300	1,531,500	17,000	393,000	394,500	1,000	87,500	11,100	168,000
3000	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	0	0	0	0	0	0	0	0	0
3000	STATE SOURCES	1,144,775	0	0	286,500	0	0	0	0	0
4000	FEDERAL SOURCES	368,090	0	0	0	0	0	0	0	0
	Total Direct Receipts/Revenues <sup>9</sup>	18,577,165	1,531,500	17,000	679,500	394,500	1,000	87,500	11,100	168,000
3998	Funds/Receipts for "On Behalf" Payments <sup>2</sup>	21,477,155	1,531,500	17,000	679,500	394,500	1,000	87,500	11,100	168,000
	Total Receipts/Revenues	21,477,155	1,531,500	17,000	679,500	394,500	1,000	87,500	11,100	168,000
	DISBURSEMENTS/EXPENDITURES									
1000	INSTRUCTION	12,954,475				254,000				
3000	SUPPORT SERVICES	4,642,375	2,559,500		1,188,000	268,500	600,000		340,000	218,000
3000	COMMUNITY SERVICES	1,000	0	0	0	0	0			
4000	PAYMENTS TO OTHER DISTRICTS & GOVT UNITS	1,236,000	0	0	0	0	0			0
5000	DEBT SERVICES	0	0	0	0	0	0		0	0
6000	PROVISION FOR CONTINGENCIES	0	0	0	0	0	0		0	0
	Total Direct Disbursements/Expenditures <sup>3</sup>	18,833,850	2,559,500	0	1,188,000	522,500	600,000		340,000	218,000
4160	Disbursements/Expenditures for "On Behalf" Payments <sup>2</sup>	2,900,000	0	0	0	0	0		0	0
	Total Disbursements/Expenditures	21,733,850	2,559,500	0	1,188,000	522,500	600,000		340,000	218,000
	Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures	(256,685)	(1,028,000)	17,000	(508,500)	(128,000)	(599,000)	87,500	(323,000)	(50,000)
	OTHER SOURCES/USES OF FUNDS									
	OTHER SOURCES OF FUNDS (7000)									
	PERMANENT TRANSFER FROM VARIOUS FUNDS									
7110	Abolishment the Working Cash Fund <sup>16</sup>									
7110	Abolishment of the Working Cash Fund <sup>16</sup>	300,000					800,000			
7120	Transfer of Working Cash Fund Interest	0								
7130	Transfer Among Funds		0							
7140	Transfer of Interest									
7150	Transfer from Capital Projects Fund to O&M Fund								0	
7160	Transfer of Excess Fire Prev & Safety Tax & Interest <sup>3</sup>		0							
	Proceeds in O&M Fund									
7170	Transfer of Excess Accumulated Fire Prev & Safety Bond and Int <sup>3a</sup> Proceeds to Debt Service Fund			0						
	SALE OF BONDS (7200)									
7210	Principal on Bonds Sold <sup>4</sup>		0	0				0		
7220	Premium on Bonds Sold			0						
7230	Accrued Interest on Bonds Sold			0						
7240	Sale or Compensation for Fixed Assets <sup>5</sup>	0								
7300	Transfer to Debt Service Fund to Pay Principal on Capital Leases			0						
7500	Transfer to Debt Service Fund to Pay Interest on Capital Leases			0						
7600	Transfer to Debt Service Fund to Pay Principal on Revenue Bonds			0						
7700	Transfer to Debt Service Fund to Pay Interest on Revenue Bonds			0						
7800	Transfer to Capital Projects Fund						0			
7800	ISBE Loan Proceeds									
	Other Sources Not Classified Elsewhere									
	Total Other Sources of Funds <sup>8</sup>	300,000	0	0	0	0	600,000	0	0	0

## BUDGET SUMMARY

Object Name	Description	Acct #	SUMMARY OF EXPENDITURES (by Major Object)										Total By Object
			(30) Educational	(20) Operations & Maintenance	(40) Debt Service	(40) Transportation	(60) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety		
Salaries		100	11,580,500	405,000			0						
Employee Benefits		200	1,979,000	86,000			0	520,500		0		0	12,984,500
Purchased Services		300	1,243,650	755,000	0	1,155,000						0	2,533,650
Supplies & Materials		400	877,375	513,000			2,000			140,000		18,000	3,317,650
Capital Outlay		500	600,500	788,500								0	1,389,000
Other Objects		600	1,241,125	2,000	0		31,000	0	600,000	200,000		200,000	2,629,125
Non-Capitalized Equipment		700	144,700	9,000				0				0	153,700
Termination Benefits		800	560,000	0			0					0	560,000
Total Expenditures			18,833,850	2,559,500	0	1,186,000	520,500	600,000		340,000		218,000	24,258,850

**AMENDMENT TO  
SUPERINTENDENT EMPLOYMENT AGREEMENT**

**THIS AMENDMENT** is made on February 4, 2021, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **Dr. Kimberly A. Nasshan** (herein “Dr. Nasshan”) (collectively, the “Parties”), and modifies the Employment Agreement dated September 5, 2019, between the Parties (the “Agreement”), as follows:

**I. Term of Employment.** The Parties agree that the multi-year period of employment specified in Section 1 of the Agreement shall be amended to terminate automatically on June 30, 2022. The Board hereby accepts Dr. Nasshan’s voluntary request to retire from the teaching profession one year earlier than previously stated in Section 19 of the Agreement.

**II. Compensation and Benefits.** No changes to Dr. Nasshan’s compensation or benefits under the Agreement shall be made, other than the early termination of salary and benefits in accordance with the early retirement date as stated above. This shall not affect the post-retirement benefits stated in Section 14 of the Agreement.

**III.** The Board and Dr. Nasshan agree that all other terms contained in the Agreement that do not conflict with the terms stated above shall remain unchanged.

**IV.** This Amendment may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment on the date written above, upon formal approval by the Board at a duly convened meeting.

**SUPERINTENDENT**

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT  
NO. 74, COOK COUNTY, ILLINOIS**

\_\_\_\_\_  
Dr. Kimberly A. Nasshan

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**AMENDMENT TO  
ASSISTANT SUPERINTENDENT / SUPERINTENDENT  
EMPLOYMENT AGREEMENT**

**THIS AMENDMENT** is made on February 4, 2021, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **Dr. David Russo** (herein “Dr. Russo”) (collectively, the “Parties”), and modifies the Employment Agreement dated October 3, 2019, between the Parties (the “Agreement”), as follows:

**I. Transition to Superintendent.** The Parties agree that Dr. Russo shall transition to be employed as the Superintendent of the School District as of July 1, 2022, one year earlier than as specified in Sections 1 and 2 of the Agreement. All references to commencement of the Superintendent role in the Agreement shall be revised to refer to that date.

**II. Duties.** Dr. Russo shall assume the duties of Superintendent as of July 1, 2022, and shall cease performing the duties of Assistant Superintendent for Curriculum and Instruction as of that date. Effective immediately, and continuing through that date, Dr. Russo shall assist in the training of his successor in the Assistant Superintendent position as directed.

**III. Compensation and Benefits.** Dr. Russo’s annual base salary for:

- July 1, 2021 through June 30, 2022 shall be \$198,000.00;
- July 1, 2022 through June 30, 2023 shall be \$225,000.00;
- July 1, 2023 through June 30, 2024 shall be \$236,000.00; and
- July 1, 2024 through June 30, 2025 shall be \$247,000.00.

The bonus specified in Section 3 of the Agreement for payment upon completion of the 2022-2023 Contract Year shall be paid one year earlier, upon completion of the 2021-2022 Contract Year. The deferred compensation specified in Section 4 of the Agreement and the increase in the value of the term life insurance policy specified in Section 13 of the Agreement, both scheduled to commence with the 2023-2024 Contract year, shall commence one year earlier with the 2022-23 Contract Year.

**IV.** The Board and Dr. Russo agree that this Amendment is not an extension of the term of the Agreement pursuant to the provisions of Sections 10-23.8 or 10-23.8a of the School Code, and that all other terms contained in the Agreement that do not conflict with the terms stated above shall remain unchanged.

**V.** This Amendment may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

***SIGNATURE PAGE TO FOLLOW***



**IN WITNESS WHEREOF**, the Parties have executed this Amendment on the date written above, upon formal approval by the Board at a duly convened meeting.

**ADMINISTRATOR**

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT  
NO. 74, COOK COUNTY, ILLINOIS**

\_\_\_\_\_  
Dr. David Russo

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**PRINCIPAL & ASSISTANT SUPERINTENDENT  
EMPLOYMENT CONTRACT  
(2021 - 2024)**

**THIS AGREEMENT** is made on February 4, 2021, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **Dr. Dominick Lupo** (the “Administrator”) (collectively, the “parties”).

**A. EMPLOYMENT AND COMPENSATION**

1. **Salary and Term of Employment.** The Board employs the Administrator for a multi-year period commencing July 1, 2021, through and including June 30, 2024. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
  - For July 1, 2021, through June 30, 2022, the salary shall be \$152,500;
  - For July 1, 2022, through June 30, 2023, the salary shall be \$170,000; and
  - For July 1, 2023, through June 30, 2024, the salary shall be \$176,800.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers’ Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers’ Retirement System of the State of Illinois (hereafter “TRS”) and the Teachers Health Insurance Security Fund (hereafter “THIS”) the Administrator’s required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator’s future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on his behalf had the Administrator’s required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

## **B. CONDITIONS OF EMPLOYMENT**

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to serve in District 74 in the position of Principal for the 2021-2022 Contract Year, and as a Superintendent in subsequent Contract Years. The Administrator shall also keep current his attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable him to legally evaluate staff.
2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
3. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any.
5. **Employment Representations.** The Administrator represents that he is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

### **C. BENEFITS**

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
2. **Insurance.** The Board will provide the Administrator with the following insurance benefits:
  - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
  - b. Long-term disability insurance, as provided under any group program effective in the District.
  - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
  - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
3. **Vacation.** In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the

Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*).

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

#### **D. POWERS AND DUTIES**

1. **Duties.** During the 2021-2022 Contract Year, the duties of the Administrator shall be those incidental to the office of a Principal. As such, he shall supervise the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as his primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and the Board and in accordance with the laws of the State of Illinois and the

policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the education program of and the evaluation of staff in his assigned attendance center. The Administrator shall submit recommendations to the Superintendent, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for a Principal, including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

For the 2022-2023 Contract Year and thereafter, the Administrator shall perform such duties and responsibilities for the position of Assistant Superintendent for Curriculum and Instruction as contained in the job description or as may be directed by the Board of Education or Superintendent. The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Principal or Assistant Superintendent for Curriculum and Instruction, respectively, as set forth in the job descriptions attached as Exhibit A and Exhibit B and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

#### **E. PERFORMANCE GOALS AND EVALUATIONS**

1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and

indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

During the time he serves as the Assistant Superintendent for Curriculum and Instruction, the Administrator, with the assistance of his administrative team, shall assist the Superintendent to (a) evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance, and withdrawal rates; (b) review the curriculum and instructional services of the District; and (c) report to the Board his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Agreement and Section 23.8a of the School Code.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit C and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 during the term of the Contract by the Superintendent, using the District's Principal Evaluation Plan during the 2021-2022 Contract Year. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

#### F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.

4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

## **G. TERMINATION**

1. **Grounds for Termination.** This Contract may be terminated during its term:
  - a. By mutual agreement, in writing;
  - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);
  - c. Via discharge for cause;
  - d. Upon elimination of the Administrator's position; or
  - e. Upon the death of the Administrator.
2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

## **H. MISCELLANEOUS**

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.



2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

**ADMINISTRATOR**

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT  
NO. 74, COOK COUNTY, ILLINOIS**

\_\_\_\_\_  
Dr. Dominick Lupo

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_



## EXHIBIT A

# Middle School Principal

---

Job Category: Certified

Status: Exempt

Location: Lincoln Hall Middle School

Reports to: Superintendent of Schools

### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement. Minimum requirement of Master's Degree with specialization in Administration and Supervision.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

### Job Goal

To improve organizational and operational effectiveness to maximize opportunities for student learning and achievement. To improve student learning and achievement while providing a safe, respectful and inviting learning environment, as well as expand quality relations with the District 74 community for improvement of student achievement. To lead implementation of strategic plan initiatives.

### Performance Responsibilities

- Serves as instructional leader of the building.
- Maintains a positive school climate by making connections with students.
- Provides leadership in the organization, administration and supervision of the building.
- Provides leadership for the adaptation of the general program approved for the schools to meet the particular needs of the community served.
- Contributes as a member of the district's administrative team in progress toward achieving the district's strategic plan.
- Supervises, evaluates and/or provides input for all staff assigned to the building.
- Identifies teacher competencies in need of improvement and develops programs of remediation to assist teachers in improving teaching competencies.
- Supports the development and implementation of curriculum and the improvement of instruction.
- Partners with the district administrators in the planning and implementation of the staff development program.
- Implements Board policies, administrative rules and regulations and Board-teacher agreements relating to the school.
- Directs the activities of all staff members in the performance of their duties.
- Works with the Business Manager in the development and administration of the school budget.
- Develops efficient schedules, reasonable workloads and coordination of staff efforts and programs.
- Identifies staff needs and coordinates the recruitment, selection and assignment of staff and makes recommendations for employment.

April 2018

- Informs the Superintendent about the needs of the school with respect to personnel, equipment, supplies and curriculum.
- Assumes responsibility for the safety and maintenance of the school facility.
- Completes required State reports.
- Communicates with the staff to establish realistic expectations for student performance.
- Publicizes and interprets school programs and maintains rapport with the community.
- Fosters good interpersonal relations among parents, students and staff.
- Maintains membership in professional organizations.
- *Other essential duties and responsibilities may be assigned.*

#### Physical, Sensory and Environmental Demands

**Physical:** The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

**Sensory:** While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

**Environmental:** While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

#### Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

#### Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.



## EXHIBIT B

# Assistant Superintendent for Curriculum and Instruction

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Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment. General Administrative endorsement; Doctorate preferred.
- Minimum of 10 years teaching and/or administrative experience.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills, oral and written.

### Job Goal

To provide leadership in the development and maintenance of curriculum areas, the instructional program and staff development with a focus on student achievement and continual improvement.

### Performance Responsibilities

- Assists Superintendent in the daily operations of the School District.
- Plans, organizes and directs implementation of Board adopted curriculum.
- Provides leadership in the planning and development of a continuing program of curriculum and program revision, including curriculum materials related to new adoptions.
- Oversees an ongoing assessment system to continuously review and improve on teaching and learning for students.
- Oversees and maintains the development, implementation and evaluation of staff development programs and activities for district staff.
- Plans and implements Teacher Institute Days, including completion of the State required approvals.
- Coordinates the summer curriculum writing process including approval of all projects.
- Assists principals in their role as instructional leaders in their buildings.
- Supports and coaches school principals for the purpose of developing instructional leadership and helping them meet ambitious school performance goals.
- Oversees the Summer School program.
- Responsible for the administration of district curriculum and staff development budgets.
- Prepares and implements Federal and State Grants.
- Assists in the preparation of Board of Education reports and packets. Attends all regular Board of Education meetings.
- Serves as the district representative to the Niles Township Curriculum Coordinating Council (NTCCC).

- Assists Superintendent in building partnerships with community organizations.
- Serves as the district's English Language Learner Director.
- Serves as the district's Homeless Liaison.
- *Other essential duties and responsibilities may be assigned.*

#### Physical, Sensory and Environmental Demands

**Physical:** The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

**Sensory:** While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

**Environmental:** While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

#### Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

#### Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.

**ASSISTANT PRINCIPAL & PRINCIPAL  
EMPLOYMENT CONTRACT  
(2021 - 2024)**

**THIS AGREEMENT** is made on February 4, 2021, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **Mark Atkinson** (the “Administrator”) (collectively, the “parties”).

**A. EMPLOYMENT AND COMPENSATION**

1. **Salary and Term of Employment.** The Board employs the Administrator for a multi-year period commencing July 1, 2021, through and including June 30, 2024. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
  - For July 1, 2021, through June 30, 2022, the salary shall be \$99,500;
  - For July 1, 2022, through June 30, 2023, the salary shall be \$125,000; and
  - For July 1, 2023, through June 30, 2024, the salary shall be \$128,800.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers’ Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers’ Retirement System of the State of Illinois (hereafter “TRS”) and the Teachers Health Insurance Security Fund (hereafter “THIS”) the Administrator’s required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator’s future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on his behalf had the Administrator’s required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

## B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to serve in District 74 in the position of Principal. The Administrator shall also keep current his attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable him to legally evaluate staff.
2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
3. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof. During the term of this Contract, the Administrator's employment shall not qualify as "consecutive school terms of service" or as a "probationary period" as those terms are used in Section 24-11 and shall not be counted toward attainment of contractual continued service status (i.e. tenure) as a teacher of the School District; however, the Administrator shall not lose any previous "consecutive school terms of service" toward the attainment of tenure credit with the District, if any.
5. **Employment Representations.** The Administrator represents that he is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The

Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

### **C. BENEFITS**

- 1. Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- 2. Insurance.** The Board will provide the Administrator with the following insurance benefits:
  - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
  - b. Long-term disability insurance, as provided under any group program effective in the District.
  - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
  - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation.** In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon



separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*).

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

#### D. POWERS AND DUTIES

1. **Duties.** During the 2021-2022 Contract Year, the duties of the Administrator shall be those incidental to the office of an Assistant Principal. As such, he shall assist the Building Principal in supervising the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as his primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the

supervision and direction of the Building Principal, Superintendent, and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the education program of and the evaluation of staff in his assigned attendance center. The Administrator shall submit recommendations to the Superintendent or Building Principal, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for an Assistant Principal, including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

During the 2022-2023 Contract Year and thereafter, the duties of the Administrator shall be those incidental to the office of a Principal. As such, he shall supervise the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as his primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the education program of and the evaluation of staff in his assigned attendance center. The Administrator shall submit recommendations to the Superintendent, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for a Principal, including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Assistant Principal or Principal, respectively, as set forth in the job descriptions attached as Exhibit A and Exhibit B and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

#### **E. PERFORMANCE GOALS AND EVALUATIONS**

1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent (and Building Principal during the 2021-2022 Contract Year), shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Building Principal, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit C and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 of each Contract Year during the term of the Contract by the Superintendent, using the District's Principal Evaluation Plan. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

## F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

## G. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term:
  - a. By mutual agreement, in writing;
  - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);
  - c. Via discharge for cause;

- d. Upon elimination of the Administrator's position; or
  - e. Upon the death of the Administrator.
2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

#### H. MISCELLANEOUS

- 1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

**ADMINISTRATOR**

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT  
NO. 74, COOK COUNTY, ILLINOIS**

\_\_\_\_\_  
Mark Atkinson

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_



## EXHIBIT A

# Assistant Principal

Job Category: Certified

Status: Exempt

Location: Lincoln Hall Middle School

Reports to: Building Principal

### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement.
- At least 3 years of successful experience as middle school teacher, administrator or supervisor.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

### Job Goal

To promote, establish and maintain an effective learning climate.

### Performance Responsibilities

- Assists and supports the principal in developing and communicating the goals of the school.
- Fosters good interpersonal relations among students and staff.
- Maintains current knowledge of effective educational practices and provides staff with related information.
- Provides necessary assistance to teachers for improvement of instruction.
- Coordinates school-wide testing program for district and State assessments.
- Participates and facilitates in building and district-wide committees.
- Is visible and accessible to students, teachers, parents and community members.
- Demonstrates fairness and open mindedness.
- Demonstrates the ability to effectively manage conflict.
- Maintains high standards for student conduct.
- Works collaboratively with school team to develop, coordinate and monitor master schedule.
- Serves as the primary administrator regarding student discipline and office referrals.
- Participates as an active member of the school PBIS Team.
- Coordinates supervision for bus duty, recess and cafeteria.
- Assists with evaluation and supervision of certified and non-certified staff members.
- Stays current with federal, state and local special education regulations and procedures.
- Participates in determining eligibility for special education services.
- Attends Annual Review Conferences and Multi-disciplinary conferences as necessary.
- *Other essential duties and responsibilities may be assigned.*

#### Physical, Sensory and Environmental Demands

**Physical:** The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

**Sensory:** While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

**Environmental:** While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

#### Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

#### Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.





## EXHIBIT B

# Middle School Principal

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Job Category: Certified

Status: Exempt

Location: Lincoln Hall Middle School

Reports to: Superintendent of Schools

### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement. Minimum requirement of Master's Degree with specialization in Administration and Supervision.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

### Job Goal

To improve organizational and operational effectiveness to maximize opportunities for student learning and achievement. To improve student learning and achievement while providing a safe, respectful and inviting learning environment, as well as expand quality relations with the District 74 community for improvement of student achievement. To lead implementation of strategic plan initiatives.

### Performance Responsibilities

- Serves as instructional leader of the building.
- Maintains a positive school climate by making connections with students.
- Provides leadership in the organization, administration and supervision of the building.
- Provides leadership for the adaptation of the general program approved for the schools to meet the particular needs of the community served.
- Contributes as a member of the district's administrative team in progress toward achieving the district's strategic plan.
- Supervises, evaluates and/or provides input for all staff assigned to the building.
- Identifies teacher competencies in need of improvement and develops programs of remediation to assist teachers in improving teaching competencies.
- Supports the development and implementation of curriculum and the improvement of instruction.
- Partners with the district administrators in the planning and implementation of the staff development program.
- Implements Board policies, administrative rules and regulations and Board-teacher agreements relating to the school.
- Directs the activities of all staff members in the performance of their duties.
- Works with the Business Manager in the development and administration of the school budget.
- Develops efficient schedules, reasonable workloads and coordination of staff efforts and programs.
- Identifies staff needs and coordinates the recruitment, selection and assignment of staff and makes recommendations for employment.

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- Informs the Superintendent about the needs of the school with respect to personnel, equipment, supplies and curriculum.
- Assumes responsibility for the safety and maintenance of the school facility.
- Completes required State reports.
- Communicates with the staff to establish realistic expectations for student performance.
- Publicizes and interprets school programs and maintains rapport with the community.
- Fosters good interpersonal relations among parents, students and staff.
- Maintains membership in professional organizations.
- *Other essential duties and responsibilities may be assigned.*

#### Physical, Sensory and Environmental Demands

**Physical:** The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

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**Environmental:** While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

#### Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

#### Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.

**PRINCIPAL  
EMPLOYMENT CONTRACT  
(2021 - 2024)**

**THIS AGREEMENT** is made on February 4, 2021, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **Erin Curry** (the “Administrator”) (collectively, the “parties”).

**A. EMPLOYMENT AND COMPENSATION**

1. **Salary and Term of Employment.** The Board employs the Administrator for a multi-year period commencing July 1, 2021, through and including June 30, 2024. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:

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The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

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pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

## **B. CONDITIONS OF EMPLOYMENT**

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Principal. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.
2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
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4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any.
5. **Employment Representations.** The Administrator represents that she is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

### **C. BENEFITS**

- 1. Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- 2. Insurance.** The Board will provide the Administrator with the following insurance benefits:
  - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
  - b. Long-term disability insurance, as provided under any group program effective in the District.
  - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
  - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation.** In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the

Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*).

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
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6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

#### **D. POWERS AND DUTIES**

1. **Duties.** The duties of the Administrator shall be those incidental to the office of a Principal. As such, she shall supervise the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as her primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the



Board, for the planning, operation, and evaluation of the education program of and the evaluation of staff in her assigned attendance center. The Administrator shall submit recommendations to the Superintendent, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to her attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for a Principal, including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Principal, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

#### **E. PERFORMANCE GOALS AND EVALUATIONS**

1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board

for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 of each Contract Year during the term of the Contract by the Superintendent, using the District's Principal Evaluation Plan. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

#### F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.



## **G. TERMINATION**

1. **Grounds for Termination.** This Contract may be terminated during its term:
  - a. By mutual agreement, in writing;
  - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);
  - c. Via discharge for cause;
  - d. Upon elimination of the Administrator's position; or
  - e. Upon the death of the Administrator.
2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

## **H. MISCELLANEOUS**

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.

3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

**ADMINISTRATOR**

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT  
NO. 74, COOK COUNTY, ILLINOIS**

\_\_\_\_\_  
Erin Curry

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_



## EXHIBIT A

# Principal

Job Category: Certified

Status: Exempt

Location: Todd Hall/Rutledge Hall

Reports to: Superintendent of Schools

### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement. Minimum requirement of Master's Degree with specialization in Administration and Supervision.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

### Job Goal

To improve organizational and operational effectiveness to maximize opportunities for student learning and achievement. To improve student learning and achievement while providing a safe, respectful and inviting learning environment, as well as expand quality relations with the District 74 community for improvement of student achievement.

### Performance Responsibilities

- Serves as instructional leader of the building.
- Maintains a positive school climate by making connections with students.
- Provides leadership in the organization, administration and supervision of the building.
- Provides leadership for the adaptation of the general program approved for the schools to meet the particular needs of the community served.
- Facilitates a strand of the district's strategic plan.
- Contributes as a member of the district's administrative team in progress toward achieving the district's strategic plan.
- Supervises, evaluates and/or provides input for all staff assigned to the building.
- Identifies teacher competencies in need of improvement and develops programs of remediation to assist teachers in improving teaching competencies.
- Supports the development and implementation of curriculum and the improvement of instruction.
- Partners with the district administrators in the planning and implementation of the staff development program.
- Implements Board policies, administrative rules and regulations and Board-teacher agreements relating to the school.
- Directs the activities of all staff members in the performance of their duties.
- Works with the Business Manager in the development and administration of the school budget.
- Develops efficient schedules, reasonable workloads and coordination of staff efforts and programs.

- Identifies staff needs and coordinates the recruitment, selection and assignment of staff and makes recommendations for employment.
- Informs the Superintendent about the needs of the school with respect to personnel, equipment, supplies and curriculum.
- Assumes responsibility for the safety and maintenance of the school facility.
- Completes required State reports.
- Communicates with the staff to establish realistic expectations for student performance.
- Publicizes and interprets school programs and maintains rapport with the community.
- Fosters good interpersonal relations among parents, students and staff.
- Maintains membership in professional organizations.
- *Other essential duties and responsibilities may be assigned.*

#### Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

#### Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

#### Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.

**PRINCIPAL  
EMPLOYMENT CONTRACT  
(2021 - 2024)**

**THIS AGREEMENT** is made on February 4, 2021, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **Christopher Harmon** (the “Administrator”) (collectively, the “parties”).

**A. EMPLOYMENT AND COMPENSATION**

1. **Salary and Term of Employment.** The Board employs the Administrator for a multi-year period commencing July 1, 2021, through and including June 30, 2024. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
  - For July 1, 2021, through June 30, 2022, the salary shall be \$118,500;
  - For July 1, 2022, through June 30, 2023, the salary shall be \$122,100; and
  - For July 1, 2023, through June 30, 2024, the salary shall be \$125,800.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers’ Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers’ Retirement System of the State of Illinois (hereafter “TRS”) and the Teachers Health Insurance Security Fund (hereafter “THIS”) the Administrator’s required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator’s future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on his behalf had the Administrator’s required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

## **B. CONDITIONS OF EMPLOYMENT**

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to serve in District 74 in the position of Principal. The Administrator shall also keep current his attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable him to legally evaluate staff.
2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
3. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any.
5. **Employment Representations.** The Administrator represents that he is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

### **C. BENEFITS**

- 1. Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- 2. Insurance.** The Board will provide the Administrator with the following insurance benefits:
  - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
  - b. Long-term disability insurance, as provided under any group program effective in the District.
  - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
  - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation.** In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the

Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*).

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

#### **D. POWERS AND DUTIES**

1. **Duties.** The duties of the Administrator shall be those incidental to the office of a Principal. As such, he shall supervise the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as his primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the



Board, for the planning, operation, and evaluation of the education program of and the evaluation of staff in his assigned attendance center. The Administrator shall submit recommendations to the Superintendent, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for a Principal, including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Principal, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

#### **E. PERFORMANCE GOALS AND EVALUATIONS**

1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board

for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 of each Contract Year during the term of the Contract by the Superintendent, using the District's Principal Evaluation Plan. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

#### F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

## **G. TERMINATION**

1. **Grounds for Termination.** This Contract may be terminated during its term:
  - a. By mutual agreement, in writing;
  - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);
  - c. Via discharge for cause;
  - d. Upon elimination of the Administrator's position; or
  - e. Upon the death of the Administrator.
2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

## **H. MISCELLANEOUS**

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2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.

3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
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5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
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IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

**ADMINISTRATOR**

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT  
NO. 74, COOK COUNTY, ILLINOIS**

\_\_\_\_\_  
Christopher Harmon

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_



## EXHIBIT A

# Principal

Job Category: Certified

Status: Exempt

Location: Todd Hall/Rutledge Hall

Reports to: Superintendent of Schools

### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement. Minimum requirement of Master's Degree with specialization in Administration and Supervision.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

### Job Goal

To improve organizational and operational effectiveness to maximize opportunities for student learning and achievement. To improve student learning and achievement while providing a safe, respectful and inviting learning environment, as well as expand quality relations with the District 74 community for improvement of student achievement.

### Performance Responsibilities

- Serves as instructional leader of the building.
- Maintains a positive school climate by making connections with students.
- Provides leadership in the organization, administration and supervision of the building.
- Provides leadership for the adaptation of the general program approved for the schools to meet the particular needs of the community served.
- Facilitates a strand of the district's strategic plan.
- Contributes as a member of the district's administrative team in progress toward achieving the district's strategic plan.
- Supervises, evaluates and/or provides input for all staff assigned to the building.
- Identifies teacher competencies in need of improvement and develops programs of remediation to assist teachers in improving teaching competencies.
- Supports the development and implementation of curriculum and the improvement of instruction.
- Partners with the district administrators in the planning and implementation of the staff development program.
- Implements Board policies, administrative rules and regulations and Board-teacher agreements relating to the school.
- Directs the activities of all staff members in the performance of their duties.
- Works with the Business Manager in the development and administration of the school budget.
- Develops efficient schedules, reasonable workloads and coordination of staff efforts and programs.

- Identifies staff needs and coordinates the recruitment, selection and assignment of staff and makes recommendations for employment.
- Informs the Superintendent about the needs of the school with respect to personnel, equipment, supplies and curriculum.
- Assumes responsibility for the safety and maintenance of the school facility.
- Completes required State reports.
- Communicates with the staff to establish realistic expectations for student performance.
- Publicizes and interprets school programs and maintains rapport with the community.
- Fosters good interpersonal relations among parents, students and staff.
- Maintains membership in professional organizations.
- *Other essential duties and responsibilities may be assigned.*

#### Physical, Sensory and Environmental Demands

**Physical:** The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

**Sensory:** While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

**Environmental:** While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

#### Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

#### Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.

## Document Status: Draft Update

### Operational Services

#### 4:90 Student Activity and Fiduciary Funds

*Title has been updated. Original Title: Activity Funds*

The School Board, upon the Superintendent or designee's recommendation, establishes student activity funds to be managed by student organizations under the guidance and direction of a staff member for educational, recreational, or cultural purposes. PRESSPlus1 The Board, upon the Superintendent or designee's recommendation, also establishes fiduciary funds to be supervised by the Superintendent or designee. The District has custodial responsibilities for fiduciary funds but no direct involvement in the management of such funds. PRESSPlus2

##### Student Activity Funds PRESSPlus3

The Superintendent or designee shall be responsible for managing student activity funds and/or convenience accounts in accordance with State law and shall have all of the responsibilities listed in the rules adopted by the Illinois State Board of Education (ISBE) for the maintenance of student activity funds and/or convenience accounts. The Board of Education shall recognize the Business Manager as the activity funds treasurer who shall be bonded in accordance with the School Code. Each non-student group that has a convenience account shall designate a manager for it.

##### Fiduciary Funds PRESSPlus4

The Superintendent or designee shall be responsible for supervising fiduciary funds in accordance with Board policy 4:80, Accounting and Audits; State law; and ISBE rules for fiduciary funds. The Board will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with the School Code. The treasurer shall have all of the responsibilities specific to the treasurer listed in the ISBE rules for fiduciary funds.

LEGAL REF.:

[105 ILCS 5/8-2](#) and [5/10-20.19](#).

23 Ill.Admin.Code §§100.20, ~~and 100.80~~, and 100.85.

CROSS REF.: 4:80 (Accounting and Audits), 7:325 (Student Fund-Raising Activities)

ADOPTED: October 3, 2006

REVISED:

REVIEWED: August 1, 2019

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#### PRESSPlus Comments

PRESSPlus 1. Student activity funds are established to account for money used to support the activities of student organizations and clubs, e.g., homeroom, yearbook, class year, choral or band group, class projects, student clubs, student council, and student-sponsored bookstore. 23 Ill.Admin.Code §100.20. Student activity funds are under the school board's control, giving it a fiduciary responsibility to safeguard them along with district assets. In contrast to *fiduciary funds*, the board, superintendent, or other district employees have direct involvement in how *student activity funds* are spent or attained. And, unlike fiduciary funds, student activity funds must be reported as part of a district's Educational Fund for its annual financial reporting and budget, in accordance with *Governmental Accounting Standards Board Statement No. 84*. 23 Ill.Admin.Code §§100.80(e), 100.85. **Issue 106, November 2020**

PRESSPlus 2. Updated to incorporate 23 Ill.Admin.Code §§100.20, 100.80 and 100.85 (establishing *fiduciary* funds as a category of funds separate from *student activity funds*, for which a district has custodial responsibilities). **Issue 106, November 2020**

PRESSPlus 3. Student activity funds are under the school board's control, giving it a fiduciary responsibility to safeguard them along with district assets. In contrast to fiduciary funds (see PRESS Plus Comment 3), the board, superintendent, or other district employees have direct involvement in how student activity funds are spent or attained. And, unlike fiduciary funds, student activity

funds must be reported as part of a district's Educational Fund for its annual financial reporting and budget, in accordance with Governmental Accounting Standards Board Statement No. 84. 23 Ill.Admin.Code §§100.80(e), 100.85. Issue 106, November 2020

PRESSPlus 4. Fiduciary funds are funds "received from an independent, outside source in which the school board is acting in an administrative capacity." Unlike student activity funds, where "[t]he school board, superintendent, or district employees have direct involvement with the decisions of how the funds are spent or attained," a district has no control over how fiduciary funds are spent or raised. 23 Ill.Admin.Code §§100.20, 100.80, and 100.85.

See 23 Ill.Admin.Code §100.85 for the specific characteristics and permitted activities of a fiduciary fund. Boards must take a number of specific actions for fiduciary funds that are delegated to the superintendent or designee in this policy and align with IASB's *Foundational Principles of Effective Governance*, at [www.iasb.com/principles\\_popup.cfm](http://www.iasb.com/principles_popup.cfm). 23 Ill.Admin.Code §100.85(b). Boards should consult their local auditors for guidance on whether a particular fund should be classified as a student activity fund or fiduciary fund.

**Issue 106, November 2020**



## Community Relations

### **8:25 Advertising and Distributing Materials in Schools Provided by Non-School Related Entities**

No material or literature shall be posted or distributed that would: (1) disrupt the educational process, (2) violate the rights or invade the privacy of others, (3) infringe on a trademark or copyright, or (4) be defamatory, obscene, vulgar, or indecent. No material, literature, or advertisement shall be posted or distributed without advance approval as described in this policy.

#### Community, Educational, Charitable, or Recreational Organizations

Community, educational, charitable, recreational or similar groups may under procedures established by the Superintendent, advertise events pertinent to students' interests or involvement. All advertisements must (1) be student-oriented, (2) prominently display the sponsoring organization's name, and (3) be approved in advance by the Superintendent or designee. The District reserves the right to decide where and when any advertisement or flyer is distributed, displayed, or posted.

#### Political Candidates or Parties

Material from candidates and political parties will not be accepted for posting or distribution, except when used as part of the curriculum.

LEGAL REF.:

[\*Lamb's Chapel v. Center Moriches Union Free Sch. Dist.\*](#), 508 U.S. 384 (1993).

*Berger v. Rensselaer Central Sch. Corp.*, 982 F.2d 1160 (7th Cir. 1993), *cert. denied*, 113 S.Ct. 2344 (1993).

[\*Sherman v. Community Consolidated Sch. Dist. 21\*](#), 8 F.3d 1160 (7th Cir. 1993), *cert. denied*, 8 F.3d 1160 (1994).

*Hedges v. Wauconda Community Unit Sch. Dist. No. 118*, 9 F.3d 1295 (7th Cir. 1993).

*Victory Through Jesus Sports Ministry v. Lee's Summit R-7 Sch. Dist.*, 640 F.3d 329 (8th Cir. 2011), *cert. denied*, 565 U.S. 1036 (2011).

*DiLoreto v. Downey Unified Sch. Dist.*, 196 F.3d 958 (9th Cir. 1999).

CROSS REF.: 7:325 (Student Fundraising Activities), 7:330 (Student Use of Buildings - Equal Access)

ADOPTED: September 10, 2002

REVISED: October 3, 2013

REVIEWED: September 6, 2018

**Lincolnwood School District 74**

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## Donation Approval

### Donation Procedures:

1. Donations may be in the form of cash, checks, securities, materials, or property.
2. This form should be completed on the day a donation is received.
3. The person receiving the donation must email or fax this form to the Business Manager for approval on the day the donation is received.
4. The Board of Education will consider ratifying the Business Manager's approval at the next Board Meeting.

Current Date: 1/13/21  
Building: School District 74

Fidelity Charitable  
Donor: Horner Family  
Charitable Gift Fund

Donation Amount: \$2,250

Date of Donation: 1/13/21

Person Receiving Donation: Dr. Kimberly A. Nasshan, Superintendent of Schools

### Description:

These monies are to be utilized where the Superintendent directs the funds between teacher support or technology needs.

Business Manager Approval: Kim Nasshan D. L. Nasshan

Board of Education Approval: \_\_\_\_\_

CREATE: May 7, 2020

REVISE:

REVIEW:

8:80AP



P.O. Box 770001  
Cincinnati, OH 45277-0053

SP 01 001978 24089 H 3 ASNGLP  
BKKKSHBBBBPWS  
KIM NASSHAN - SUPERINTENDENT  
LINCOLNWOOD SCHOOL DISTRICT 74  
6950 N EAST PRAIRIE RD  
LINCOLNWOOD, IL 60712-2520

001978 1/1

January 13, 2021

Dear Sir or Madam:

We are delighted to provide you with the attached check for **\$2,250.00**. This Fidelity Charitable Donor-Advised Fund <sup>SM</sup> grant was made at the recommendation of the Horner Family Charitable Gift Fund, a donor-advised fund. <sup>1</sup>

This grant is made by Fidelity Charitable. Fidelity Charitable's donor recommends the grant be used for the following purpose (which does not constitute a restriction): **This monies are to be utilized where Kim Nasshan directs funds between teacher support or technology needs.** This grant is to be used exclusively for charitable purposes, and is not made for the purpose of influencing legislation. This grant is also subject to the "Grant Terms" on the next page. If you are unable or unwilling to meet these grant conditions, you must return these funds to Fidelity Charitable.

Should you choose to send a thank-you letter, the donor has requested it be sent to the following address. You should not, however, issue a tax acknowledgement to either the recommending donor(s) or to Fidelity Charitable.

Ji

\*\*\*\*\*311

<sup>1</sup> Fidelity Charitable is an independent public charity that sponsors a donor-advised fund program. In a donor-advised fund, Donors make irrevocable charitable contributions to Fidelity Charitable, and have the privilege of recommending grants to qualified public charities.

DCC \_CEBKKKSHBBBBPWS\_BBBBB 20210113

5700

P

OP=DCCK

Page 1 of 2

DCC \_CEBKKKSHBBBBPWS\_BBBBB 20210113

PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING CHECK FOR PAYMENT

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM



P.O. Box 770001  
Cincinnati, OH 45277-0053  
800-952-4438

PAYABLE AT: THE BANK OF NEW YORK MELLON  
EVERETT, MA 02149  
53-292/113

10702209

January 13, 2021

PAY TO  
THE  
ORDER  
OF

LINCOLNWOOD SCHOOL DISTRICT 74

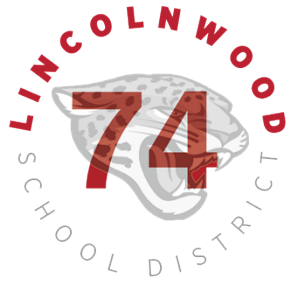
\*\*\$2,250.00\*\*

\*\*\*\*\*Two Thousand Two Hundred Fifty & 0/100 DOLLARS\*\*\*\*\*

VOID AFTER 60 DAYS

151

10702209 0113029201 004936



## Executive Summary Board of Education Meeting

DATE: February 4, 2021

TOPIC: Baseball Fields Dressing

PREPARED BY: Courtney Whited

### **Recommended for:**

- ☒ Action
- ☒ Discussion
- ☒ Information

### **Purpose/Background:**

Spring is approaching and the athletic field drainage project was completed last autumn.

The north and south ball fields on campus are still in need of new infield sand mix, bases, DuraBrick in the batters' boxes and mounds, and general clean up of both areas. Sportsfields, Inc. recommends a Mid Lo mix which tends to reduce instances of dust, mud and does not require as much maintenance as a classic mix. This sand mixture is the same cost as the classic mix but does not require DuraPlay soil conditioner so there will be savings on each field, if the District selects this blend.

Legal counsel has reviewed the Sportsfields, Inc. proposal and noted the threshold for public bidding for school districts is typically \$25,000 for purchases of supplies or work. However, there are a number of exceptions, including one that would be applicable here. The School Code provision includes an exception for "contracts for repair, maintenance, remodeling, renovation, or construction, or a single project involving an expenditure not to exceed \$50,000 and not involving a change or increase in the size, type, or extent of an existing facility." 105 ILCS 5/10-20.21(a)(xi). The nature of the work described in the proposal fits this exception – one expenditure under \$50,000, renovation, not involving a change or increase in the size or extent of the existing fields.

**Fiscal Impact:**

\$17,200 for south ball field

\$9,500 for north ball field

\$150 for one of the optional Bolco pitcher's rubber

=====

**\$26,850 TOTAL**

**Recommendation:**

The Facilities Committee concurs to recommend to the Board of Education to accept the agreement from Sportsfields, Inc. for field dressing services using Mid Lo mix in the amount of \$26,850.



12200 S. Shirley • Alsip, IL 60803 • Phone: (708) 371-0917 • Fax: (708) 371-0108

January 14, 2021

Lincolnwood School District #74

Attn: Jim Caldwell and Courtney Whited

RE: Proposal, (2) infields

**Spring, 2021**

Pursuant to our conversations Sportsfields, Inc. submits this proposal, spring 2021. Our scope of work includes the materials, equipment, labor (**prevailing wages per IDOL**) and our certificate of insurance to complete the following, spring 2021. Weather is always a factor and all work to be coordinated thru Jim Caldwell. The site conditions must be favorable before any work can begin. Once spring breaks, the frost is out of the ground and materials are available, we will then begin to schedule work:

Softball Skinned, 60ft bases

1. LSC#74 to mow outfield,
2. Sportsfields, Inc. to edge infield to remove all lips and weeds/grasses,
3. Sportsfields, Inc. to haul/dump all scrap on site,
4. Sportsfields, Inc to add our Mid Lo infield mix (4) loads, app. 88 tons, spread and grade,
5. Sportsfields, Inc. to fine grade and match grades on site,
6. Sportsfields, Inc. to install DuraBrick in the wear areas of batter's box and in the mound,
7. Sportsfields, Inc. to install a Bolco 300-AS home plate and a four-way rubber,
8. Sportsfields, Inc to install (4) CH Hollywood bases anchors/plugs at 60ft.,
9. Sportsfields, Inc. to groom and roll infield upon completion,

**COST..... \$17,200.00**

Tee Ball infield,

1. LCS#74 to mow outfield and infield,
2. Sportsfields, Inc. to edge infield to remove lips and weeds/grasses within the skin portions of the infield,
3. Sportsfields, Inc. to haul/dump all scrap off site,
4. Sportsfields, Inc. to add our Mid Lo infield mix, spread and grade to match grades onsite,
5. Sportsfields Inc. to install DuraBrick in the wear areas of the batters' boxes
6. Sportsfields Inc. to install a new Bolco 300-AS home plate,
7. Sportsfields, Inc. to install (4) CH Hollywood base anchors/plugs at 60ft.,
8. Sportsfields, Inc.to groom and roll infield upon completion,

**Cost..... \$ 9,500.00**

January 14, 2021  
Lincolnwood School District #74  
RE: Proposals, Infields spring 2021  
Attn: Jim Caldwell

**OPTIONAL**

- A. If Sportsfields, Inc. was to use our infield mix versus the Mid Lo infield mix (4 semis on Softball infield and 2 semis of the Tee Ball infield) amended with DuraPlay soil conditioner, the cost will be \$ 19,200.00 for the Softball Infield and \$10,500.00 for the Tee Ball infield,
- B. Sportsfields, Inc. to install Bolco pitcher's rubber.....\$105.00 each

All work to be scheduled, spring 2021, upon approval of this proposal. We schedule work each spring in the order of contracts received. Realistically a project like this is a May project, but it is all weather related.

The infields will be playable upon completion and the total project should take 3-4 days.

If this proposal is acceptable, please sign and return. We will put then put this project to our spring schedule.

Respectfully Submitted for your review,

Brendan Crowe



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> DAN M STUMPF (02341) 17605 S OAK PARK AVE STE C TINLEY PARK, IL 60477-0000	<b>CONTACT NAME:</b> DAN M STUMPF <b>PHONE (A/C, No, Ext):</b> 708-614-1688 <b>E-MAIL ADDRESS:</b> DANIEL.STUMPF@COUNTRYFINANCIAL.COM <b>FAX (A/C, No):</b> 708-633-6492
<b>INSURED</b> 4511648 SPORTSFIELDS INC PO BOX 615 BLUE ISLAND, IL 60406	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> COUNTRY Mutual Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 20990

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			AB1133321	10/4/2020	10/4/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AB1133321	10/4/2020	10/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AW1133320	10/4/2020	10/4/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

WORKERS COMPENSATION EXCLUSIONS:

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

**CERTIFICATE HOLDER****CANCELLATION**

LINCOLNWOOD SCHOOL DISTRICT 74 6950 N. EAST PRAIRIE RD LINCOLNWOOD, IL 60712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Executive Summary Board of Education Meeting

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DATE: February 4, 2021

TOPIC: Rutledge Hall Stairwell Flooring Bid

PREPARED BY: Courtney Whited

### **Recommended for:**

- ☒ Action
- ☒ Discussion
- ☒ Information

### **Purpose/Background:**

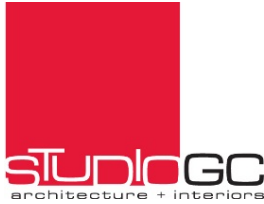
Four bids were received for the Rutledge Hall Stairwell Flooring project scheduled to begin Summer 2021. Each bid was evaluated on a criteria of 24 points in the attached document. Johnson Floor Company priced the job at \$88,540, while Iskalis American Floor Show came in \$4,740 lower at \$83,800. Both quotes include a \$10,000 contingency. Although each contractor had irregularities, Johnson Floor Company tends to meet more of the requirements than all other bidders.

### **Fiscal Impact:**

\$88,540 which includes a \$10,000 contingency.

### **Recommendation:**

The Facilities Committee concurs to recommend to the Board of Education to accept the bid from Johnson Floor Company in the amount of \$88,540 for the Rutledge Hall Stairwell Flooring project to begin and finish during the Summer 2021.



223 W. Jackson Blvd., Suite 1200  
Fax: 312.253.3401  
Chicago, IL 60606  
Phone: 312.253.3400

January 7, 2021

Mrs. Courtney Whited  
Business Manager/CSBO  
Lincolnwood School District 74  
6950 N. East Prairie Road  
Lincolnwood, IL 60712

RE: Rutledge Hall Flooring Replacement  
Project No. 20065

Dear Mrs. Whited:

Bids for the above referenced project were received at 11:00 a.m. on Tuesday, January 5, 2021. There were five (5) bidders of record; four (4) bids were received. A bid tabulation sheet is herein attached for your review.

After evaluation of the bidding documents submitted by the bidders, each has an irregularity. Attached is a summary of the documents requested from bidders as part of their bid submittal and what was received by each.

The bid amounts include contingency allowance monies in the amount of \$10,000.00 that will be returned to the school district if not used at the end of the project.

StudioGC will be at the Facilities Committee Meeting to facilitate a discussion with the committee regarding the bid results.

Please do not hesitate to contact me in the meantime if you have any questions.

Sincerely,

Athi Toufexis, AIA, LEED-AP

Enclosures – Bid Tabulation, Bidder's Review  
cc: Pat Callahan, ALEP, AIA, LEED-AP, StudioGC



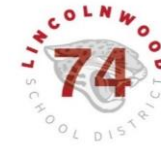
223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Lincolnwood School District 74  
**Project Name:** Rutledge Hall Flooring Replacement

**Project No.:** 20065  
**Bid Date:** Tuesday, January 5, 2021 @ 11:00 a.m.  
**Project Architect:** Athi Toufexis ( virtual mtg)

## BID TAB WORKSHEET

Contractor	Total Bid Amount	Addendum		Bid Bond	Remarks
		#1	#2		
ATP Enterprise Group 773-787-7238	\$97,600.00	X	X	X	
Blue Reef LLC 312-719-4826	\$139,100.00	X	X	X	
Globe Line Construction 224-432-5424	NO BID				
Iskalis American Floor Show 224-610-0715	\$83,800.00	X	X	X	
Johnson Floor Co 708-355-5510	\$88,540.00	X	X	X	



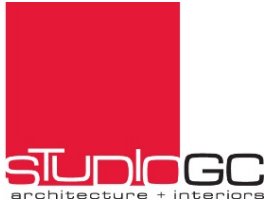
# 20065 - Rutledge Hall Flooring - Bidder's Review

Jan. 11, 2021

ITEM	BIDDERS			
	Iskalis American Floor	Johnson	ATP Enterprise	Blue Reef LLC
004113 - Bid Form				
Bidder's Required Bid Documents Checklist	1			
Bidder's Responsibility Information				
Attachment 1 To Bidder's Responsibility Information			4	4
Financial reports for the two consecutive, most recently available years		2		
References and project names of all projects as set forth in Section 004395				
004325 - Substitutions				
004345 - Certificate of Prevailing Wage Requirements				
004347 - COVID				
004519 - Non-collusion Affidavit				
004521 - Bidder Eligibility Certificate				
004546 - Certificate of Compliance with Illinois Drug-Free Workplace Act				
004548 - Certificate Regarding Non-Discrimination in Employment – Protected Categories				
004550 - Certificate Regarding Sexual Harassment Policy				
004552 - Certificate Regarding Criminal Background Investigations				
004395 - Documentation of a minimum of five continuous years in business	5			
004395 - Documentation that the Project Manager meets the requirements	5			
004395 - Documentation that the Contractor meets the requirements	5			
Documentation that Contractor's Insurance Rating is 1.0 or less.	5	3		
Letter from President - absence of any filings under bankruptcy, etc in last 5 years	5			
Letter from President - absence of contracts terminated by owner in last 5 years	5			
Letter from bonding company - absence of claims on bond in last 5 years	5			
AIA Document A305	5			
Bid Bond				
Total Bid Amount = Base Bid + \$10,000 contingency	\$83,800.00	\$88,540.00	\$97,600.00	\$139,100.00

1. incomplete form
2. letter submitted stating financials can be reviewed in office
3. higher than 1.0
4. only provided one project
5. received after deadline

	submitted, meets requirements
	submitted, doesn't meet requirements. See notes
	not submitted



223 W. Jackson Blvd., Suite 1200  
Fax: 312.253.3401  
Chicago, IL 60606  
Phone: 312.253.3400

January 22, 2021

Mrs. Courtney Whited  
Business Manager/CSBO  
Lincolnwood School District 74  
6950 N. East Prairie Road  
Lincolnwood, IL 60712

RE: Rutledge Hall Flooring Replacement  
Project No. 20065

Dear Ms. Whited:

Bids for the above referenced project were received at 11:00 a.m. on Tuesday, January 5, 2021. There were five (5) bidders of record; four (4) bids were received. A bid tabulation sheet is herein attached for your review.

After evaluation of the bidding documents submitted by the respective bidders, each submitted bid had an irregularity. In our review and discussion with the Facilities Committee, it was determined that the recommendation to the Board included waiving only limited irregularities. Therefore, we recommend that the bid from Iskalis American Floor Show for the Rutledge Hall Flooring Replacement project be rejected.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Athi Toufexis, AIA, LEED-AP

Enclosure – Bid Tabulation

cc: Pat Callahan, ALEP, AIA, LEED-AP, StudioGC  
Vicki Luczynski, StudioGC



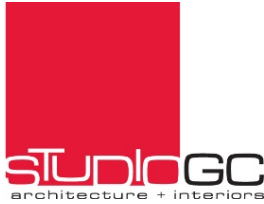
223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Lincolnwood School District 74  
**Project Name:** Rutledge Hall Flooring Replacement

**Project No.:** 20065  
**Bid Date:** Tuesday, January 5, 2021 @ 11:00 a.m.  
**Project Architect:** Athi Toufexis ( virtual mtg)

## BID TAB WORKSHEET

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Johnson Floor Co 708-355-5510	\$88,540.00	X	X	X	



223 W. Jackson Blvd., Suite 1200  
Fax: 312.253.3401  
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January 22, 2021

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Business Manager/CSBO  
Lincolnwood School District 74  
6950 N. East Prairie Road  
Lincolnwood, IL 60712

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Project No. 20065

Dear Ms. Whited:

Bids for the above referenced project were received at 11:00 a.m. on Tuesday, January 5, 2021. There were five (5) bidders of record; four (4) bids were received. A bid tabulation sheet is herein attached for your review.

After evaluation of the bidding documents submitted by the respective bidders, each submitted bid had an irregularity. In our review and discussion with the Facilities Committee, it was determined that the recommendation to the board included waiving only limited irregularities. As a result, we have analyzed the bids and the qualifications of the bidders and recommend that the contract for the Rutledge Hall Flooring project be awarded to the lowest responsible, responsive bidder, **Johnson Floor Company**. Their total base bid amount is **\$88,540.00**. This includes contingency allowance monies in the amount of \$10,000.00 that will be returned to the school district if not used at the end of the project. There were no alternates requested of bidders on this project.

We recommend the Board of Education take action to award the contract at the next available Board meeting.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Athi Toufexis, AIA, LEED-AP

Enclosure – Bid Tabulation

cc: Pat Callahan, ALEP, AIA, LEED-AP, StudioGC  
Vicki Luczynski, StudioGC



223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Lincolnwood School District 74  
**Project Name:** Rutledge Hall Flooring Replacement

**Project No.:** 20065  
**Bid Date:** Tuesday, January 5, 2021 @ 11:00 a.m.  
**Project Architect:** Athi Toufexis ( virtual mtg)

## BID TAB WORKSHEET

Contractor	Total Bid Amount	Addendum		Bid Bond	Remarks
		#1	#2		
ATP Enterprise Group 773-787-7238	\$97,600.00	X	X	X	
Blue Reef LLC 312-719-4826	\$139,100.00	X	X	X	
Globe Line Construction 224-432-5424	NO BID				
Iskalis American Floor Show 224-610-0715	\$83,800.00	X	X	X	
Johnson Floor Co 708-355-5510	\$88,540.00	X	X	X	





## Executive Summary Board of Education Meeting

---

DATE: February 4, 2021

TOPIC: Todd Hall and Rutledge Hall Doors

PREPARED BY: Courtney Whited

### **Recommended for:**

- ☒ Action
- ☒ Discussion
- ☒ Information

### **Purpose/Background:**

Eight bids were received in response to the Summer 2021 Todd Hall and Rutledge Hall Exterior/Interior Doors project. Tandem (lowest) and Stuckey (\$9,643 above Tandem) bid the lowest at \$811,000 and \$820,643, respectively. Both of these figures include the Alternate FRP Special-Lite exterior doors with hollow frames and a \$75,000 contingency. Without Alternate #1, the base bids were \$720,00 from Tandem (lowest again) and \$743,743 from Stuckey (\$23,743 above Tandem). On a criteria of 24 points, Stuckey met all requirements while Tandem had some irregularities. The attached bid review from StudioGC provides additional information.

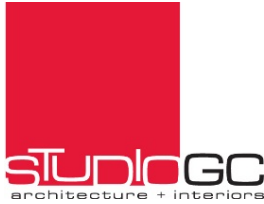
### **Fiscal Impact:**

\$820,643 from Stuckey **with** Alternate #1

Alternate #1: FRP Special-lite exterior doors

### **Recommendation:**

The Facilities Committee concurs to recommend to the Board of Education to accept the bid from Stuckey with Alternate #1 in the amount of \$820,643 for the purpose of completing Health Life Safety interior and exterior door work at Todd Hall and Rutledge Hall during the summer of 2021.



223 W. Jackson Blvd., Suite 1200  
Fax: 312.253.3401  
Chicago, IL 60606  
Phone: 312.253.3400

January 11, 2021

Mrs. Courtney Whited  
Business Manager/CSBO  
Lincolnwood School District 74  
6950 N. East Prairie Road  
Lincolnwood, IL 60712

RE: 2021 Door Replacement  
Project No. 20041

Dear Mrs. Whited:

Bids for the above referenced project were received at 11:30 a.m. on Tuesday, January 5, 2021. There were nine (9) bidders of record; eight (8) bids were received. A bid tabulation sheet is herein attached for your review.

After evaluation of the bidding documents submitted by the bidders, the apparent low bidder has irregularities. Attached is a summary of the documents requested from bidders as part of their bid submittal and what was received by the two lowest bidders.

The bid amounts include contingency allowance monies in the amount of \$75,000.00 that will be returned to the school district if not used at the end of the project. Alternate 1 pricing was also requested from bidders for the additional cost to provide FRP Special-lite exterior doors in hollow metal frames. The base bid costs include hollow metal doors in hollow metal frames.

StudioGC will be at the Facilities Committee Meeting to facilitate a discussion with the committee regarding the bid results.

Please do not hesitate to contact me in the meantime if you have any questions.

Sincerely,

Athi Toufexis, AIA, LEED-AP

Enclosures – Bid Tabulation, Bidder's Review  
cc: Pat Callahan, ALEP, AIA, LEED-AP, StudioGC



223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Lincolnwood School District 74  
**Project Name:** 2021 Door Replacement

**Project No.:** 20041  
**Bid Date:** Tuesday, January 5, 2021 @ 11:30 a.m.  
**Project Architect:** Athi Toufexis (virtual mtg)

## BID TAB WORKSHEET

Contractor	Total Bid Amount	Alternates	Total Bid + Alt. No. 1	Addendum		Bid Bond	Remarks
		No. 1		#1	#2		
Blue Reef LLC 312-719-4826	NO BID		NO BID				
Boller Construction 847-662-5566	\$792,000.00	\$81,000.00	\$873,000.00	X	X	X	
CMM Group 708-251-5910	\$825,700.00	\$79,400.00	\$905,100.00	X	X	X	
D Kersey Construction 847-919-4980	\$820,740.00	\$88,000.00	\$908,740.00	X	X	X	
F. H. Paschen 312-848-8564	\$829,500.00	\$78,000.00	\$907,500.00	X	X	X	
Kandu Construction, Inc. 847-436-4014	\$922,000.00	\$167,000.00	\$1,089,000.00	X	X	X	

Alternate #1: Provide FRP flush exterior doors.



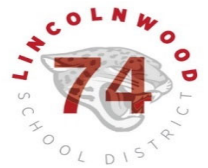
223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Lincolnwood School District 74  
**Project Name:** 2021 Door Replacement  
  
**Project No.:** 20041  
**Bid Date:** Tuesday, January 5, 2021 @ 11:30 a.m.  
**Project Architect:** Athi Toufexis (virtual mtg)

## BID TAB WORKSHEET

Contractor	Total Bid Amount	Alternates	Total Bid + Alt. No. 1	Addendum		Bid Bond	Remarks
		No. 1		#1	#2		
Stuckey Construction 847-336-8575	\$743,743.00	\$76,900.00	\$820,643.00	X	X	X	
Tandem Construction 312-764-3942	\$720,000.00	\$91,000.00	\$811,000.00	X	X	X	
Troop Contracting, Inc. 815-919-9330	\$743,969.00	\$99,000.00	\$842,969.00	X	X	X	

Alternate #1: Provide FRP flush exterior doors.



## 20041 - 2021 Door Replacement - Bidders Review

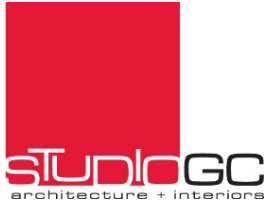
Jan. 8, 2021

ITEM	BIDDERS (Note: only lowest 2 bidders shown here)	
	Tandem	Stuckey
004113 - Bid Form		
Bidder's Required Bid Documents Checklist		
Bidder's Responsibility Information		
Attachment 1 To Bidder's Responsibility Information	1	
Financial reports for the two consecutive, most recently available years		
References and project names of all projects as set forth in Section 004395	1	
004325 - Substitutions		
004345 - Certificate of Prevailing Wage Requirements		
004347 - COVID		
004519 - Non-collusion Affidavit		
004521 - Bidder Eligibility Certificate		
004546 - Certificate of Compliance with Illinois Drug-Free Workplace Act		
004548 - Certificate Regarding Non-Discrimination in Employment – Protected Categories		
004550 - Certificate Regarding Sexual Harassment Policy		
004552 - Certificate Regarding Criminal Background Investigations		
004395 - Documentation of a minimum of five continuous years in business		
004395 - Documentation that the Project Manager meets the requirements	2	
004395 - Documentation that the Contractor meets the requirements	1	
Documentation that Contractor's Insurance Rating is 1.0 or less.		
Letter from President - absence of any filings under bankruptcy, etc in last 5 years		
Letter from President - absence of contracts terminated by owner in last 5 years		
Letter from bonding company - absence of claims on bond in last 5 years		
AIA Document A305		
Bid Bond		
Total Bid Amount = Base Bid + \$750,000 contingency	\$720,000.00	\$743,743.00
Alternate 1 Amount	\$91,000.00	\$76,900.00
Total Bid Amount , including Alternate 1	\$811,000.00	\$820,643.00

1. only one of three projects included are within 3 years and a public school, but private school experience is included (*bid general requirements for company was 3 public school projects of at least \$750,000 within 3 years*)

2. supplemental info submitted after deadline; only one reference project listed is school project (*bid general requirements for PM was 3 public school projects of at least \$500,000 within 5 years*)

	submitted, meets requirements
	submitted, doesn't meet requirements. See notes
	not submitted



223 W. Jackson Blvd., Suite 1200  
Fax: 312.253.3401  
Chicago, IL 60606  
Phone: 312.253.3400

January 22, 2021

Mrs. Courtney Whited  
Business Manager/CSBO  
Lincolnwood School District 74  
6950 N. East Prairie Road  
Lincolnwood, IL 60712

RE: 2021 Door Replacement  
Project No. 20065

Dear Ms. Whited:

Bids for the above referenced project were received at 11:30 a.m. on Tuesday, January 5, 2021. There were nine (9) bidders of record; eight (8) bids were received. A bid tabulation sheet is herein attached for your review.

After evaluation of the bidding documents submitted by the respective bidders, the apparent low bidder, Tandem Construction, does not meet the project requirements. In review with the Facilities Committee, the committee did not waive any of the minimum project requirements. Therefore, we recommend that the bid from Tandem Construction for the 2021 Door Replacement project be rejected.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Athi Toufexis, AIA, LEED-AP

Enclosure – Bid Tabulation

cc: Pat Callahan, ALEP, AIA, LEED-AP, StudioGC  
Vicki Luczynski, StudioGC



223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Lincolnwood School District 74  
**Project Name:** 2021 Door Replacement

**Project No.:** 20041  
**Bid Date:** Tuesday, January 5, 2021 @ 11:30 a.m.  
**Project Architect:** Athi Toufexis ( virtual mtg)

## BID TAB WORKSHEET

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D Kersey Construction 847-919-4980	\$820,740.00	\$88,000.00	\$908,740.00	X	X	X	
F. H. Paschen 312-848-8564	\$829,500.00	\$78,000.00	\$907,500.00	X	X	X	
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Alternate #1: Provide FRP flush exterior doors.



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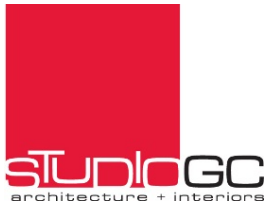
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**Project Name:** 2021 Door Replacement  
  
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January 22, 2021

Mrs. Courtney Whited  
Business Manager/CSBO  
Lincolnwood School District 74  
6950 N. East Prairie Road  
Lincolnwood, IL 60712

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We have analyzed the bids and the qualifications of the bidders and recommend that the contract for the 2021 Door Replacement project be awarded to the lowest responsible, responsive bidder, **Stuckey Construction Company**. Their total base bid amount is \$743,743.00. This includes contingency allowance monies in the amount of \$75,000.00 that will be returned to the school district if not used at the end of the project.

Contractors were also asked to provide pricing for one (1) alternate. Stuckey Construction Company provided the following price:

Alternate No 1.

Description

State the amount to be ADDED to the Base Bid to provide FRP flush exterior doors in lieu of hollow metal exterior doors at Todd Hall. **\$76,900.00**

In review with the Facilities Committee, we recommend the Board accept this alternate with their bid. This brings the total bid amount to **\$820,643.00**. We recommend the Board of Education take action to award the contract at the next available Board meeting.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Athi Toufexis, AIA, LEED-AP

Enclosure – Bid Tabulation

cc: Pat Callahan, ALEP, AIA, LEED-AP, StudioGC  
Vicki Luczynski, StudioGC



223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Lincolnwood School District 74  
**Project Name:** 2021 Door Replacement

**Project No.:** 20041  
**Bid Date:** Tuesday, January 5, 2021 @ 11:30 a.m.  
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Alternate #1: Provide FRP flush exterior doors.



223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Lincolnwood School District 74  
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**Bid Date:** Tuesday, January 5, 2021 @ 11:30 a.m.  
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Alternate #1: Provide FRP flush exterior doors.

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT No. 74,  
COOK COUNTY, ILLINOIS**

**RESOLUTION 2020 - 2021 RE: REOPENING AND REQUIREMENTS FOR USE OF  
PERSONAL PROTECTIVE EQUIPMENT (INCLUDING FACE COVERINGS) AND  
SYMPTOM SCREENING DURING THE COVID-19 PANDEMIC**

WHEREAS, this Board of Education has received the reports and recommendations from the Illinois Department of Public Health (IDPH), the Cook County Health Department, the Centers for Disease Control and Prevention (CDC), the Illinois State Board of Education (ISBE), the Office of the Governor and other related agencies regarding the current best practices for limiting the transmission of the COVID-19 virus in educational and recreational settings; and

WHEREAS, the reports and recommendations so received state that the use of personal protective equipment, including but not limited to face coverings, and symptom screenings are some of the best measures presently available to guard against the transmission of the COVID-19 virus when a group of individuals are within a defined indoor space or close proximity;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, as follows:

SECTION 1: That this Board has considered the reports and recommendations from the Illinois Department of Public Health (IDPH), the Cook County Health Department, the Centers for Disease Control and Prevention (CDC), the Illinois State Board of Education (ISBE), the Office of the Governor, and other related agencies regarding the

current best practices for limiting the transmission of the COVID-19 virus in educational and recreational settings, as may be amended from time to time.

SECTION 2: The District Administration is directed to develop a plan or plans for the opening and operation of the District's offices, facilities, programs, and schools for the 2020-21 school year, including the potential for Remote and/or Blended Remote Learning, and revise said plan or plans from time to time to implement the requirements of the Illinois State Board of Education (ISBE), and Illinois Department of Public Health (IDPH), Transition Joint Guidance (Part 3) entitled "Starting the 2020-21 School Year" which can be found at: <https://www.isbe.net/Documents/Part-3-Transition-Planning-Phase-4.pdf> and all such subsequent Joint Guidance documents as they may be released or amended from time to time for approval and/or ratification by the Board.

The Superintendent and the Superintendent's designees are hereby authorized and directed to implement and enforce the developed plan or plans, even when substantive changes or developments in accordance with such state guidance documents have not yet been presented to the Board of Education for ratification. All substantive changes or developments to the plan or plans shall be reported to the Board of Education and may be affirmed, modified, or disapproved of at the next regularly-scheduled Board meeting, unless a special or emergency meeting is called in accordance with Illinois law. The changes shall remain in full force and effect and the Administration's actions to enforce such changes shall remain valid until such time as the Board acts, unless otherwise required by law.

SECTION 3: The use of personal protective equipment, including but not limited to face coverings, and symptom screenings is required in accordance with the most current guidelines and recommendations from the Illinois Department of Public Health (IDPH), the Cook County Health Department, the Centers for Disease Control and Prevention (CDC), the Illinois State Board of Education (ISBE), the Office of the Governor, and other related agencies regarding the current best practices for limiting the transmission of the COVID-19 virus in educational and recreational settings.

SECTION 4: That District Administration shall require all individuals entering school buildings or buses or school-related events to adhere to the recommendations of the Illinois Department of Public Health (IDPH), the Cook County Health Department, the Centers for Disease Control and Prevention (CDC), the Illinois State Board of Education (ISBE), the Office of the Governor, and other related agencies for the use of personal protective equipment, including but not limited to face coverings, and symptom screening absent legitimate medical or other reasons provided in writing in advance of the attendance at school or school-related events. The District Administration will utilize its best efforts to provide personal protective equipment/face coverings for those who may be in need of such equipment.

SECTION 5: The District Administration shall utilize its best efforts to work with the students, faculty, and public to obtain voluntary full compliance with the current recommendations for the use of personal protective equipment, including but not limited to face coverings, and symptom screenings at school or school-related events.

SECTION 6: That, in the event of willful non-compliance by a non-student with the current recommendations for the use of personal protective equipment, including but not limited to face coverings, and/or symptom screenings at school or school-related events, District Administration shall utilize its best efforts to ensure the individual willfully failing to comply shall leave the premises so as to limit potential exposure of the COVID-19 virus to others.

SECTION 7: In the case of willful non-compliance by a student, District Administration may take all appropriate actions to limit potential exposure of the COVID-19 virus to others, including but not limited to the following:

- a. Requiring the willfully non-compliant student to utilize Remote and/or Blended Remote Learning as appropriate;
- b. Suspension of the willfully non-compliant student;
- c. All other disciplinary measures presently available under the Illinois School Code, Board Policy, Student Handbook, and the like;
- d. Restrict entry to District buildings and grounds, buses, and vehicles.

SECTION 8: This Resolution, and the plan or plans as may be developed and modified from time to time pursuant to Section 2 above, are adopted, and are to be implemented and enforced, in the exercise of the discretionary powers granted to the Board by Sections 10-20 and 10-20.5 of the Illinois School Code and any other applicable law. The plan or plans constitute rules adopted by the Board pursuant to Section 10-20.5 of the School Code which shall be filed in the District's central administrative office and posted on the District's website. In accordance with Board Policy 2:240, the plan or plans,

and the authority granted to the Superintendent and the Superintendent's designees by this Resolution, supersede any policy or other rule of the Board, and temporarily suspend any such policy or rule, to the extent any such policy or rule is inconsistent with the plan or plans.

SECTION 9: That the Superintendent is hereby directed to bring this resolution for the Board's continuing consideration at intervals of every third regularly-scheduled monthly meeting (i.e. approximately every 90 days).

SECTION 10: That this Resolution shall be in full force and effect forthwith upon and after its adoption.

ADOPTED: This 4th day of February, 2021, by the following roll call vote:

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

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

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

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education of  
Lincolnwood School District No. 74

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education of  
Lincolnwood School District No. 74



**Review of Closed Session Minutes**

Date Reviewed by Board Secretary: January 13, 2021

Date Reviewed by Board of Education: February 4, 2021

Date of Board Approval: February 4, 2021

<b>Date of Minutes</b>	<b>Recommendation of Board Secretary</b>
JANUARY 16, 2007	OPEN
FEBRUARY 6, 2007	OPEN
MARCH 6, 2007	OPEN
MARCH 13, 2007	OPEN
MAY 15, 2007 #1	OPEN
MAY 15, 2007 #2	OPEN
JUNE 5, 2007	OPEN
OCTOBER 6, 2011	REMAIN CLOSED
FEBRUARY 21, 2012	REMAIN CLOSED
APRIL 2, 2012	REMAIN CLOSED
MAY 8, 2012	REMAIN CLOSED
SEPTEMBER 1, 2016	REMAIN CLOSED
FEBRUARY 28, 2019 FACILTIES	REMAIN CLOSED
APRIL 18, 2019 FACILITIES	REMAIN CLOSED
JUNE 3, 2020	OPEN
JUNE 25, 2020	REMAIN CLOSED
JULY 27, 2020	OPEN
AUGUST 6, 2020	OPEN

**Review of Closed Session Audio Recordings**

Date Reviewed by Board Secretary: January 13, 2021

Date Reviewed by Board of Education: February 4, 2021

Date of Board Approval: February 4, 2021

<b>Destroy Audio Recordings of the following Board of Education Closed Meetings (held prior to July 1, 2019)</b>
JANUARY 10, 2019
FEBRUARY 7, 2019
FEBRUARY 28, 2019 (FACILITIES COMMITTEE)
MARCH 7, 2019
APRIL 4, 2019
APRIL 18, 2019 (FACILITIES COMMITTEE)
MAY 2, 2019
JUNE 6, 2019

# Lincolnwood School District 74

## Fund Balances

Fiscal Year: 2020-2021

Month: November  
Year: 2020  
Fund Type:

☐ Include Cash Balance  
☐ FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
10	EDUCATIONAL	\$9,669,194.51	\$9,156,723.76	(\$5,642,308.91)	\$0.00	\$13,183,609.36
20	OPERATIONS & MAINTENANCE	\$2,769,201.94	\$951,624.00	(\$870,409.58)	\$0.00	\$2,850,416.36
30	DEBT SERVICE	\$826,111.00	\$774,508.68	\$0.00	\$0.00	\$1,600,619.68
40	TRANSPORTATION	\$931,371.24	\$465,525.51	(\$220,195.40)	\$0.00	\$1,176,701.35
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$401,893.97	\$106,638.48	(\$120,886.62)	\$0.00	\$387,645.83
52	SOCIAL SECURITY AND MEDICARE	(\$185,164.17)	\$135,655.64	(\$104,051.02)	\$0.00	(\$153,559.55)
60	CAPITAL PROJECTS	\$1,603,456.55	\$4,882.33	(\$671,800.00)	\$0.00	\$936,538.88
70	WORKING CASH	\$402,694.04	\$1,852.48	\$0.00	\$0.00	\$404,546.52
80	TORT IMMUNITY	\$64,776.15	\$36,747.92	\$5,279.00	\$0.00	\$106,803.07
90	FIRE PREVENTION & SAFETY	\$4,398,542.90	\$275,785.16	(\$830,540.60)	\$0.00	\$3,843,787.46
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$20,882,078.13	\$11,909,943.96	(\$8,454,913.13)	\$0.00	\$24,337,108.96

End of Report

# Lincolnwood School District 74

## Treasurers Report FUND- All Funds As of 11/30/2020

Fiscal Year: 2020-2021

### ASSETS

#### CASH & INVESTMENTS

Cash in Bank (+) \$24,015,814.51

Imprest Fund (+) \$15,067.06

Petty Cash (+) \$100.00

Sub-total : CASH & INVESTMENTS \$24,030,981.57

#### DUE FROM OTHER GOVERNMENTS

Inter-Governmental Loans (+) (\$467.03)

Sub-total : DUE FROM OTHER GOVERNMENTS (\$467.03)

Total : ASSETS \$24,030,514.54

### LIABILITIES

#### ACCOUNTS PAYABLE

Accounts Payable (+) \$75,839.67

Sub-total : ACCOUNTS PAYABLE \$75,839.67

#### OTHER CURRENT LIABILITIES

Other Liabilities (+) \$30,582.15

Payroll Liabilities (+) (\$413,016.24)

Sub-total : OTHER CURRENT LIABILITIES (\$382,434.09)

Total : LIABILITIES (\$306,594.42)

### FUND BALANCE

#### Unreserved Fund Balance

Fund Balance (+) \$20,882,078.13

Sub-total : Unreserved Fund Balance \$20,882,078.13

#### NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+) \$3,455,030.83

Sub-total : NET INCREASE (DECREASE) \$3,455,030.83

Total : FUND BALANCE \$24,337,108.96

Total LIABILITIES + FUND BALANCE \$24,030,514.54

End of Report

# Lincolnwood School District 74

## Treasurers Report FUND- All Funds For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

	<u>11/01/2020 - 11/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>REVENUE</b>					
<b>LOCAL SOURCES</b>					
Property Tax Receipts (+)	\$0.00	\$10,384,204.20	\$21,886,397.89	\$11,502,193.69	47.4%
Payments in Lieu of Taxes (+)	\$0.00	\$234,087.87	\$608,000.00	\$373,912.13	38.5%
Tuition Payments Received (+)	\$5,800.00	\$43,332.00	\$173,400.00	\$130,068.00	25.0%
Interest Revenue Received (+)	\$15,860.48	\$91,019.00	\$526,040.00	\$435,021.00	17.3%
Sales to Pupils & Adults (+)	\$1,137.02	\$7,796.45	\$220,000.00	\$212,203.55	3.5%
Activity Fees Received (+)	\$406.00	\$32,804.25	\$82,800.00	\$49,995.75	39.6%
Rental Revenue (+)	\$312.00	\$35,758.75	\$80,500.00	\$44,741.25	44.4%
Other Local Revenue (+)	\$6,758.37	\$46,391.40	\$124,811.11	\$78,419.71	37.2%
Sub-total : LOCAL SOURCES	\$30,273.87	\$10,875,393.92	\$23,701,949.00	\$12,826,555.08	45.9%
<b>STATE SOURCES</b>					
State Grants & Aid Received (+)	\$105,718.00	\$670,328.25	\$1,550,000.00	\$879,671.75	43.2%
Sub-total : STATE SOURCES	\$105,718.00	\$670,328.25	\$1,550,000.00	\$879,671.75	43.2%
<b>FEDERAL SOURCES</b>					
Federal Grants & Aid Received (+)	\$11,410.55	\$364,221.79	\$784,764.00	\$420,542.21	46.4%
Sub-total : FEDERAL SOURCES	\$11,410.55	\$364,221.79	\$784,764.00	\$420,542.21	46.4%
Total : REVENUE	\$147,402.42	\$11,909,943.96	\$26,036,713.00	\$14,126,769.04	45.7%
<b>EXPENDITURES</b>					
<b>REGULAR K-12 PROGRAMS</b>					
Salaries (-)	\$569,648.60	\$1,972,387.59	\$7,167,047.79	\$5,194,660.20	27.5%
Employee Benefits (-)	\$98,681.27	\$328,553.62	\$1,307,880.64	\$979,327.02	25.1%
Purchased Services (-)	\$4,393.84	\$61,750.29	\$193,700.00	\$131,949.71	31.9%
Termination Benefits (-)	\$29,386.91	\$147,200.54	\$469,295.00	\$322,094.46	31.4%
Supplies & Materials (-)	\$80,313.13	\$198,534.38	\$409,143.00	\$210,608.62	48.5%
Capital Expenditures (-)	\$0.00	\$42,039.00	\$102,884.00	\$60,845.00	40.9%
Non-Capitalized Equipment (-)	\$778.84	\$7,911.05	\$67,000.00	\$59,088.95	11.8%
Sub-total : REGULAR K-12 PROGRAMS	(\$783,202.59)	(\$2,758,376.47)	(\$9,716,950.43)	(\$6,958,573.96)	28.4%
<b>PRE-K PROGRAMS</b>					
Salaries (-)	\$17,784.04	\$62,244.14	\$232,068.08	\$169,823.94	26.8%
Employee Benefits (-)	\$7,424.44	\$22,917.10	\$94,062.42	\$71,145.32	24.4%
Purchased Services (-)	\$0.00	\$0.00	\$200.00	\$200.00	0.0%
Supplies & Materials (-)	\$134.72	\$666.42	\$2,995.00	\$2,328.58	22.3%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : PRE-K PROGRAMS	(\$25,343.20)	(\$85,827.66)	(\$330,825.50)	(\$244,997.84)	25.9%
<b>SPECIAL ED PROGRAMS K-12</b>					
Salaries (-)	\$75,341.95	\$266,745.24	\$1,180,669.00	\$913,923.76	22.6%
Employee Benefits (-)	\$30,919.48	\$79,876.53	\$386,780.00	\$306,903.47	20.7%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$114.75	\$638.60	\$5,000.00	\$4,361.40	12.8%
Capital Expenditures (-)	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.0%
Other Objects (-)	\$0.00	\$180.00	\$500.00	\$320.00	36.0%

Operating Statement with Budget

# Lincolnwood School District 74

## Treasurers Report FUND- All Funds For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

	<u>11/01/2020 - 11/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Non-Capital Equipment (-)	\$25.90	\$261.44	\$1,000.00	\$738.56	26.1%
Sub-total : SPECIAL ED PROGRAMS K-12	(\$106,402.08)	(\$347,701.81)	(\$1,576,449.00)	(\$1,228,747.19)	22.1%
<b>REMEDIAL &amp; SUPPLEMENTAL K-12</b>					
Salaries (-)	\$36,576.14	\$128,016.49	\$480,490.00	\$352,473.51	26.6%
Employee Benefits (-)	\$6,218.12	\$19,222.73	\$78,348.80	\$59,126.07	24.5%
Purchased Services (-)	\$1,620.00	\$34,583.50	\$35,000.00	\$416.50	98.8%
Supplies & Materials (-)	\$0.00	\$4,740.42	\$6,542.00	\$1,801.58	72.5%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$44,414.26)	(\$186,563.14)	(\$600,380.80)	(\$413,817.66)	31.1%
<b>INTERSCHOLASTIC PROGRAMS</b>					
Salaries (-)	\$0.00	\$0.00	\$25,060.00	\$25,060.00	0.0%
Employee Benefits (-)	\$0.00	\$0.00	\$8,225.00	\$8,225.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Other Objects (-)	\$0.00	\$3,500.00	\$0.00	(\$3,500.00)	0.0%
Sub-total : INTERSCHOLASTIC PROGRAMS	\$0.00	(\$3,500.00)	(\$35,785.00)	(\$32,285.00)	9.8%
<b>GIFTED PROGRAMS</b>					
Salaries (-)	\$18,929.14	\$66,251.99	\$380,816.13	\$314,564.14	17.4%
Employee Benefits (-)	\$1,246.80	\$2,859.64	\$82,761.14	\$79,901.50	3.5%
Supplies & Materials (-)	\$0.00	\$554.00	\$3,000.00	\$2,446.00	18.5%
Sub-total : GIFTED PROGRAMS	(\$20,175.94)	(\$69,665.63)	(\$466,577.27)	(\$396,911.64)	14.9%
<b>BILINGUAL PROGRAMS</b>					
Salaries (-)	\$49,812.46	\$174,343.61	\$657,562.00	\$483,218.39	26.5%
Employee Benefits (-)	\$8,368.65	\$25,841.46	\$103,605.00	\$77,763.54	24.9%
Purchased Services (-)	\$0.00	\$0.00	\$2,150.00	\$2,150.00	0.0%
Supplies & Materials (-)	\$0.00	\$2,146.31	\$6,500.00	\$4,353.69	33.0%
Sub-total : BILINGUAL PROGRAMS	(\$58,181.11)	(\$202,331.38)	(\$769,817.00)	(\$567,485.62)	26.3%
<b>ATTENDANCE &amp; SOCIAL WORK</b>					
Salaries (-)	\$29,342.46	\$102,698.61	\$360,288.00	\$257,589.39	28.5%
Employee Benefits (-)	\$3,258.36	\$10,207.91	\$22,297.00	\$12,089.09	45.8%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$0.00	\$43.26	\$1,000.00	\$956.74	4.3%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$32,600.82)	(\$112,949.78)	(\$384,085.00)	(\$271,135.22)	29.4%
<b>HEALTH SERVICES</b>					
Salaries (-)	\$7,283.21	\$35,377.43	\$164,250.00	\$128,872.57	21.5%
Employee Benefits (-)	\$2,316.99	\$12,511.42	\$80,623.00	\$68,111.58	15.5%
Purchased Services (-)	\$28,336.46	\$45,138.96	\$1,500.00	(\$43,638.96)	3009.3%
Supplies & Materials (-)	\$600.00	\$53,354.74	\$33,600.00	(\$19,754.74)	158.8%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$95.00	\$382.70	\$600.00	\$217.30	63.8%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%

Operating Statement with Budget

# Lincolnwood School District 74

## Treasurers Report FUND- All Funds For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

	<u>11/01/2020 - 11/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : HEALTH SERVICES	(\$38,631.66)	(\$146,765.25)	(\$283,573.00)	(\$136,807.75)	51.8%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$13,261.32	\$46,414.62	\$173,997.00	\$127,582.38	26.7%
Employee Benefits (-)	\$2,730.93	\$8,388.61	\$33,644.00	\$25,255.39	24.9%
Purchased Services (-)	\$79.62	\$739.62	\$1,000.00	\$260.38	74.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,050.00	\$1,050.00	0.0%
Sub-total : PSYCHOLOGICAL SERVICES	(\$16,071.87)	(\$55,542.85)	(\$209,691.00)	(\$154,148.15)	26.5%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$20,875.76	\$73,065.16	\$277,900.00	\$204,834.84	26.3%
Employee Benefits (-)	\$3,000.37	\$9,307.11	\$37,262.00	\$27,954.89	25.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,250.00	\$1,250.00	0.0%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$23,876.13)	(\$82,372.27)	(\$316,412.00)	(\$234,039.73)	26.0%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$6,952.28	\$16,435.10	\$59,000.00	\$42,564.90	27.9%
Employee Benefits (-)	\$379.09	\$1,028.29	\$4,250.00	\$3,221.71	24.2%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$7,331.37)	(\$17,463.39)	(\$63,250.00)	(\$45,786.61)	27.6%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$26,736.84	\$155,522.45	\$351,694.00	\$196,171.55	44.2%
Employee Benefits (-)	\$4,587.17	\$24,576.66	\$55,227.00	\$30,650.34	44.5%
Purchased Services (-)	\$329.00	\$10,171.02	\$90,500.00	\$80,328.98	11.2%
Supplies & Materials (-)	\$0.00	\$70.94	\$2,600.00	\$2,529.06	2.7%
Other Objects (-)	\$0.00	\$1,489.38	\$1,500.00	\$10.62	99.3%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$31,653.01)	(\$191,830.45)	(\$501,521.00)	(\$309,690.55)	38.2%
EDUCATIONAL MEDIA					
Salaries (-)	\$17,365.52	\$60,162.43	\$254,622.00	\$194,459.57	23.6%
Employee Benefits (-)	\$2,425.61	\$7,512.09	\$30,859.00	\$23,346.91	24.3%
Supplies & Materials (-)	\$0.00	\$4,196.75	\$6,850.00	\$2,653.25	61.3%
Sub-total : EDUCATIONAL MEDIA	(\$19,791.13)	(\$71,871.27)	(\$292,331.00)	(\$220,459.73)	24.6%
ASSESSMENT & TESTING					
Purchased Services (-)	\$0.00	\$14,525.00	\$14,525.00	\$0.00	100.0%
Sub-total : ASSESSMENT & TESTING	\$0.00	(\$14,525.00)	(\$14,525.00)	\$0.00	100.0%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$4,758.90	\$23,902.50	\$58,000.00	\$34,097.50	41.2%
Purchased Services (-)	\$21,258.51	\$106,838.94	\$236,900.00	\$130,061.06	45.1%
Supplies & Materials (-)	\$0.00	\$41.72	\$2,500.00	\$2,458.28	1.7%
Other Objects (-)	\$0.00	\$0.00	\$20,000.00	\$20,000.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$26,017.41)	(\$130,783.16)	(\$318,400.00)	(\$187,616.84)	41.1%
SUPERINTENDENT					

Operating Statement with Budget

# Lincolnwood School District 74

## Treasurers Report FUND- All Funds For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

	<u>11/01/2020 - 11/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$20,158.14	\$110,869.77	\$262,056.00	\$151,186.23	42.3%
Employee Benefits (-)	\$2,944.82	\$15,146.42	\$36,369.00	\$21,222.58	41.6%
Purchased Services (-)	\$95.00	\$301.00	\$3,400.00	\$3,099.00	8.9%
Supplies & Materials (-)	\$0.00	\$101.99	\$2,000.00	\$1,898.01	5.1%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$250.00	\$2,191.81	\$2,500.00	\$308.19	87.7%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : SUPERINTENDENT	(\$23,447.96)	(\$128,610.99)	(\$307,825.00)	(\$179,214.01)	41.8%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$10,584.38	\$57,579.23	\$137,451.00	\$79,871.77	41.9%
Employee Benefits (-)	\$3,563.70	\$18,417.15	\$50,944.00	\$32,526.85	36.2%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,148.08)	(\$75,996.38)	(\$188,395.00)	(\$112,398.62)	40.3%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	(\$807.00)	(\$5,279.00)	\$90,000.00	\$95,279.00	-5.9%
Sub-total : WORKERS COMPENSATION INSURANCE	\$807.00	\$5,279.00	(\$90,000.00)	(\$95,279.00)	5.9%
LOSS PREVENTION REDUCTION					
Other Objects (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Sub-total : LOSS PREVENTION REDUCTION	\$0.00	\$0.00	(\$5,000.00)	(\$5,000.00)	0.0%
PROPERTY INSURANCE					
Purchased Services (-)	\$0.00	\$0.00	\$75,000.00	\$75,000.00	0.0%
Sub-total : PROPERTY INSURANCE	\$0.00	\$0.00	(\$75,000.00)	(\$75,000.00)	0.0%
PRINCIPAL					
Salaries (-)	\$54,056.35	\$297,572.58	\$704,565.00	\$406,992.42	42.2%
Employee Benefits (-)	\$28,096.37	\$105,224.67	\$226,430.00	\$121,205.33	46.5%
Purchased Services (-)	\$107.25	\$553.95	\$6,500.00	\$5,946.05	8.5%
Supplies & Materials (-)	\$0.00	\$109.28	\$5,200.00	\$5,090.72	2.1%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$537.00	\$2,000.00	\$1,463.00	26.9%
Sub-total : PRINCIPAL	(\$82,259.97)	(\$403,997.48)	(\$946,195.00)	(\$542,197.52)	42.7%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$13,524.94	\$74,387.17	\$175,825.00	\$101,437.83	42.3%
Employee Benefits (-)	\$2,589.45	\$13,230.60	\$31,613.00	\$18,382.40	41.9%
Other Objects (-)	\$0.00	\$1,209.00	\$1,500.00	\$291.00	80.6%
Non-Capitalizer Equipment (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$16,114.39)	(\$88,826.77)	(\$209,938.00)	(\$121,111.23)	42.3%
FISCAL SERVICES					
Salaries (-)	\$16,336.74	\$89,972.56	\$214,500.00	\$124,527.44	41.9%
Employee Benefits (-)	\$7,151.75	\$37,320.35	\$89,989.00	\$52,668.65	41.5%
Purchased Services (-)	\$558.45	\$1,989.96	\$118,675.00	\$116,685.04	1.7%
Supplies & Materials (-)	\$243.24	\$1,659.81	\$5,000.00	\$3,340.19	33.2%

Operating Statement with Budget



# Lincolnwood School District 74

## Treasurers Report FUND- All Funds For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

	<u>11/01/2020 - 11/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$1,127.10	\$5,992.07	\$20,000.00	\$14,007.93	30.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : FISCAL SERVICES	(\$25,417.28)	(\$136,934.75)	(\$450,664.00)	(\$313,729.25)	30.4%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$12,672.49	\$97,144.63	\$125,221.00	\$28,076.37	77.6%
Capital Expenditures (-)	\$38,211.00	\$603,205.97	\$708,500.00	\$105,294.03	85.1%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$50,883.49)	(\$700,350.60)	(\$833,721.00)	(\$133,370.40)	84.0%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$36,598.70	\$200,461.55	\$506,000.00	\$305,538.45	39.6%
Employee Benefits (-)	\$13,836.82	\$72,895.32	\$182,193.00	\$109,297.68	40.0%
Purchased Services (-)	\$77,258.93	\$431,945.56	\$916,000.00	\$484,054.44	47.2%
Supplies & Materials (-)	\$33,824.99	\$169,617.27	\$482,616.00	\$312,998.73	35.1%
Capital Expenditures (-)	\$0.00	\$833,097.07	\$1,140,500.00	\$307,402.93	73.0%
Other Objects (-)	\$0.00	\$855.00	\$300.00	(\$555.00)	285.0%
Non-Capitalized Equipment (-)	\$0.00	\$5,559.11	\$21,000.00	\$15,440.89	26.5%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$161,519.44)	(\$1,714,430.88)	(\$3,248,609.00)	(\$1,534,178.12)	52.8%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$111,579.00	\$220,195.40	\$1,208,000.00	\$987,804.60	18.2%
Sub-total : PUPIL TRANSPORTATION	(\$111,579.00)	(\$220,195.40)	(\$1,208,000.00)	(\$987,804.60)	18.2%
FOOD SERVICES					
Salaries (-)	\$18,206.73	\$70,924.36	\$232,100.00	\$161,175.64	30.6%
Employee Benefits (-)	\$8,577.11	\$29,270.89	\$99,297.00	\$70,026.11	29.5%
Purchased Services (-)	\$89.90	\$510.38	\$3,000.00	\$2,489.62	17.0%
Supplies & Materials (-)	\$6,379.63	\$28,211.97	\$259,200.00	\$230,988.03	10.9%
Capital Expenditures (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Other Objects (-)	\$0.00	\$752.50	\$1,500.00	\$747.50	50.2%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,500.00	\$4,500.00	0.0%
Sub-total : FOOD SERVICES	(\$33,253.37)	(\$129,670.10)	(\$604,597.00)	(\$474,926.90)	21.4%
INTERNAL SERVICES					
Purchased Services (-)	\$57.15	\$13,517.15	\$20,500.00	\$6,982.85	65.9%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : INTERNAL SERVICES	(\$57.15)	(\$13,517.15)	(\$22,000.00)	(\$8,482.85)	61.4%
INFORMATION SERVICES					
Salaries (-)	\$6,153.84	\$33,846.12	\$80,000.00	\$46,153.88	42.3%
Employee Benefits (-)	\$1,815.94	\$9,736.63	\$22,896.00	\$13,159.37	42.5%
Purchased Services (-)	\$2,205.67	\$9,912.16	\$37,000.00	\$27,087.84	26.8%
Supplies & Materials (-)	\$0.00	(\$650.00)	\$6,000.00	\$6,650.00	-10.8%
Other Objects (-)	\$0.00	\$777.52	\$1,500.00	\$722.48	51.8%
Sub-total : INFORMATION SERVICES	(\$10,175.45)	(\$53,622.43)	(\$147,396.00)	(\$93,773.57)	36.4%
OTHER SUPPORT SERVICES - ADMIN					

Operating Statement with Budget

# Lincolnwood School District 74

## Treasurers Report FUND- All Funds For the Period 11/01/2020 through 11/30/2020

Fiscal Year: 2020-2021

	<u>11/01/2020 - 11/30/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$34,328.72	\$177,597.43	\$439,390.00	\$261,792.57	40.4%
Employee Benefits (-)	\$11,895.94	\$60,425.66	\$150,822.00	\$90,396.34	40.1%
Purchased Services (-)	\$0.00	\$22.46	\$1,000.00	\$977.54	2.2%
Other Objects (-)	\$0.00	\$0.00	\$300.00	\$300.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	(\$46,224.66)	(\$238,045.55)	(\$591,512.00)	(\$353,466.45)	40.2%
COMMUNITY SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : COMMUNITY SERVICES	\$0.00	\$0.00	(\$2,000.00)	(\$2,000.00)	0.0%
PAYMENTS TO OTHER LEAs					
Purchased Services (-)	\$0.00	\$0.00	\$34,900.00	\$34,900.00	0.0%
Other Objects (-)	\$27,461.41	\$77,924.14	\$1,903,084.00	\$1,825,159.86	4.1%
Sub-total : PAYMENTS TO OTHER LEAs	(\$27,461.41)	(\$77,924.14)	(\$1,937,984.00)	(\$1,860,059.86)	4.0%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$0.00	\$534,400.00	\$534,400.00	0.0%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	\$0.00	(\$534,400.00)	(\$534,400.00)	0.0%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$0.00	\$1,085,000.00	\$1,085,000.00	0.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	\$0.00	(\$1,085,000.00)	(\$1,085,000.00)	0.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
Total : EXPENDITURES	(\$1,835,427.23)	(\$8,454,913.13)	(\$28,371,309.00)	(\$19,916,395.87)	29.8%
NET INCREASE (DECREASE)	(\$1,688,024.81)	\$3,455,030.83	(\$2,334,596.00)	(\$5,789,626.83)	148.0%

End of Report

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ?????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

### 10 - EDUCATIONAL

#### 0 - EXPENDITURES

##### 1100 - REGULAR K-12 PROGRAMS

100 - SALARIES	\$7,167,047.79	\$569,648.60	\$1,972,387.59	\$5,129,764.10	\$64,896.10
200 - EMPLOYEE BENEFITS	\$1,200,015.64	\$89,833.59	\$298,281.81	\$795,434.84	\$106,298.99
300 - PURCHASED SERVICES	\$193,700.00	\$4,393.84	\$61,750.29	\$3,263.00	\$128,686.71
400 - SUPPLIES & MATERIALS	\$409,143.00	\$80,313.13	\$198,534.38	\$3,933.62	\$206,675.00
500 - CAPITAL OUTLAY	\$102,884.00	\$0.00	\$42,039.00	\$0.00	\$60,845.00
700 - NON-CAPITAL EQUIPMENT	\$67,000.00	\$778.84	\$7,911.05	\$866.16	\$58,222.79
800 - TERMINATION/VACATION PAYMENTS	\$469,295.00	\$29,386.91	\$147,200.54	\$70,646.05	\$251,448.41

##### 1125 - PRE-K PROGRAMS

100 - SALARIES	\$232,068.08	\$17,784.04	\$62,244.14	\$168,948.31	\$875.63
200 - EMPLOYEE BENEFITS	\$83,399.42	\$6,596.42	\$19,953.06	\$59,541.98	\$3,904.38
300 - PURCHASED SERVICES	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
400 - SUPPLIES & MATERIALS	\$2,995.00	\$134.72	\$666.42	\$149.11	\$2,179.47
500 - CAPITAL OUTLAY	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00

##### 1200 - SPECIAL ED PROGRAMS K-12

100 - SALARIES	\$1,180,669.00	\$75,341.95	\$266,745.24	\$737,644.32	\$176,279.44
200 - EMPLOYEE BENEFITS	\$301,185.00	\$17,236.37	\$56,053.77	\$174,804.75	\$70,326.48
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$5,000.00	\$114.75	\$638.60	\$107.06	\$4,254.34
500 - CAPITAL OUTLAY	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
600 - OTHER OBJECTS	\$500.00	\$0.00	\$180.00	\$0.00	\$320.00
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$25.90	\$261.44	\$808.50	(\$69.94)

##### 1250 - REMEDIAL & SUPPLEMENTAL K-12

100 - SALARIES	\$480,490.00	\$36,576.14	\$128,016.49	\$347,473.51	\$5,000.00
200 - EMPLOYEE BENEFITS	\$71,623.80	\$5,717.48	\$17,455.75	\$51,794.39	\$2,373.66
300 - PURCHASED SERVICES	\$35,000.00	\$1,620.00	\$34,583.50	\$0.00	\$416.50
400 - SUPPLIES & MATERIALS	\$6,542.00	\$0.00	\$4,740.42	\$0.00	\$1,801.58

##### 1500 - INTERSCHOLASTIC PROGRAMS

100 - SALARIES	\$25,060.00	\$0.00	\$0.00	\$0.00	\$25,060.00
200 - EMPLOYEE BENEFITS	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00

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# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ?????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
500 - CAPITAL OUTLAY	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
600 - OTHER OBJECTS	\$0.00	\$0.00	\$3,500.00	\$0.00	(\$3,500.00)
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$380,816.13	\$18,929.14	\$66,251.99	\$179,827.01	\$134,737.13
200 - EMPLOYEE BENEFITS	\$77,486.14	\$991.46	\$1,956.38	\$34,158.12	\$41,371.64
400 - SUPPLIES & MATERIALS	\$3,000.00	\$0.00	\$554.00	\$108.90	\$2,337.10
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$657,562.00	\$49,812.46	\$174,343.61	\$473,218.39	\$10,000.00
200 - EMPLOYEE BENEFITS	\$94,300.00	\$7,687.05	\$23,434.73	\$69,605.36	\$1,259.91
300 - PURCHASED SERVICES	\$2,150.00	\$0.00	\$0.00	\$0.00	\$2,150.00
400 - SUPPLIES & MATERIALS	\$6,500.00	\$0.00	\$2,146.31	\$52.49	\$4,301.20
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$360,288.00	\$29,342.46	\$102,698.61	\$278,753.39	(\$21,164.00)
200 - EMPLOYEE BENEFITS	\$18,072.00	\$2,846.69	\$8,760.14	\$25,875.18	(\$16,563.32)
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$1,000.00	\$0.00	\$43.26	\$0.00	\$956.74
2130 - HEALTH SERVICES					
100 - SALARIES	\$164,250.00	\$7,283.21	\$35,377.43	\$66,335.97	\$62,536.60
200 - EMPLOYEE BENEFITS	\$48,488.00	\$796.12	\$5,147.25	\$13,060.72	\$30,280.03
300 - PURCHASED SERVICES	\$1,500.00	\$28,336.46	\$45,138.96	\$160.60	(\$43,799.56)
400 - SUPPLIES & MATERIALS	\$33,600.00	\$600.00	\$53,354.74	\$3,458.25	(\$23,212.99)
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$600.00	\$95.00	\$382.70	\$0.00	\$217.30
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2140 - PSYCHOLOGICAL SERVICES					
100 - SALARIES	\$173,997.00	\$13,261.32	\$46,414.62	\$125,982.38	\$1,600.00
200 - EMPLOYEE BENEFITS	\$31,144.00	\$2,552.02	\$7,755.52	\$23,078.98	\$309.50
300 - PURCHASED SERVICES	\$1,000.00	\$79.62	\$739.62	\$699.63	(\$439.25)
400 - SUPPLIES & MATERIALS	\$1,050.00	\$0.00	\$0.00	\$0.00	\$1,050.00
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$277,900.00	\$20,875.76	\$73,065.16	\$198,319.64	\$6,515.20
200 - EMPLOYEE BENEFITS	\$33,437.00	\$2,721.55	\$8,321.22	\$24,666.38	\$449.40
400 - SUPPLIES & MATERIALS	\$1,250.00	\$0.00	\$0.00	\$86.00	\$1,164.00
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$59,000.00	\$6,952.28	\$16,435.10	\$7,689.73	\$34,875.17

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# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ??????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$285.00	\$48.04	\$72.00	\$59.74	\$153.26
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$351,694.00	\$26,736.84	\$155,522.45	\$195,412.06	\$759.49
200 - EMPLOYEE BENEFITS	\$39,392.00	\$3,334.10	\$17,566.46	\$22,894.68	(\$1,069.14)
300 - PURCHASED SERVICES	\$90,500.00	\$329.00	\$10,171.02	\$0.00	\$80,328.98
400 - SUPPLIES & MATERIALS	\$2,600.00	\$0.00	\$70.94	\$0.00	\$2,529.06
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$1,489.38	\$0.00	\$10.62
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$254,622.00	\$17,365.52	\$60,162.43	\$181,480.38	\$12,979.19
200 - EMPLOYEE BENEFITS	\$27,259.00	\$2,187.23	\$6,678.88	\$20,126.53	\$453.59
400 - SUPPLIES & MATERIALS	\$6,850.00	\$0.00	\$4,196.75	\$579.53	\$2,073.72
2230 - ASSESSMENT & TESTING					
300 - PURCHASED SERVICES	\$14,525.00	\$0.00	\$14,525.00	\$0.00	\$0.00
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$58,000.00	\$4,758.90	\$23,902.50	\$0.00	\$34,097.50
300 - PURCHASED SERVICES	\$236,900.00	\$21,258.51	\$106,838.94	\$0.00	\$130,061.06
400 - SUPPLIES & MATERIALS	\$2,500.00	\$0.00	\$41.72	\$0.00	\$2,458.28
600 - OTHER OBJECTS	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2320 - SUPERINTENDENT					
100 - SALARIES	\$262,056.00	\$20,158.14	\$110,869.77	\$151,185.98	\$0.25
200 - EMPLOYEE BENEFITS	\$32,369.00	\$2,648.50	\$13,518.67	\$18,843.19	\$7.14
300 - PURCHASED SERVICES	\$3,400.00	\$95.00	\$301.00	\$0.00	\$3,099.00
400 - SUPPLIES & MATERIALS	\$2,000.00	\$0.00	\$101.99	\$0.00	\$1,898.01
500 - CAPITAL OUTLAY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$2,500.00	\$250.00	\$2,191.81	\$0.00	\$308.19
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$137,451.00	\$10,584.38	\$57,579.23	\$79,382.69	\$489.08
200 - EMPLOYEE BENEFITS	\$46,064.00	\$3,153.52	\$16,306.07	\$22,157.09	\$7,600.84
2410 - PRINCIPAL					
100 - SALARIES	\$704,565.00	\$54,056.35	\$297,572.58	\$405,048.68	\$1,943.74
200 - EMPLOYEE BENEFITS	\$181,780.00	\$15,535.50	\$77,247.38	\$109,365.69	(\$4,833.07)
300 - PURCHASED SERVICES	\$6,500.00	\$107.25	\$553.95	\$0.00	\$5,946.05
400 - SUPPLIES & MATERIALS	\$5,200.00	\$0.00	\$109.28	\$0.00	\$5,090.72

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# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ??????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,000.00	\$0.00	\$537.00	\$0.00	\$1,463.00
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
100 - SALARIES	\$175,825.00	\$13,524.94	\$74,387.17	\$101,436.99	\$0.84
200 - EMPLOYEE BENEFITS	\$29,088.00	\$2,393.55	\$12,153.04	\$16,950.48	(\$15.52)
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$1,209.00	\$0.00	\$291.00
700 - NON-CAPITAL EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2520 - FISCAL SERVICES					
100 - SALARIES	\$214,500.00	\$16,336.74	\$89,972.56	\$122,525.43	\$2,002.01
200 - EMPLOYEE BENEFITS	\$45,739.00	\$3,809.69	\$18,833.69	\$26,686.33	\$218.98
300 - PURCHASED SERVICES	\$118,675.00	\$558.45	\$1,989.96	\$0.00	\$116,685.04
400 - SUPPLIES & MATERIALS	\$5,000.00	\$243.24	\$1,659.81	\$265.00	\$3,075.19
600 - OTHER OBJECTS	\$20,000.00	\$1,127.10	\$5,992.07	\$0.00	\$14,007.93
700 - NON-CAPITAL EQUIPMENT	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
2560 - FOOD SERVICES					
100 - SALARIES	\$232,100.00	\$18,206.73	\$70,924.36	\$130,025.29	\$31,150.35
200 - EMPLOYEE BENEFITS	\$53,628.00	\$4,920.74	\$14,799.46	\$39,797.67	(\$969.13)
300 - PURCHASED SERVICES	\$3,000.00	\$89.90	\$510.38	\$0.00	\$2,489.62
400 - SUPPLIES & MATERIALS	\$259,200.00	\$6,379.63	\$28,211.97	\$0.00	\$230,988.03
500 - CAPITAL OUTLAY	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$752.50	\$0.00	\$747.50
700 - NON-CAPITAL EQUIPMENT	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00
2570 - INTERNAL SERVICES					
300 - PURCHASED SERVICES	\$20,500.00	\$57.15	\$13,517.15	\$0.00	\$6,982.85
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2630 - INFORMATION SERVICES					
100 - SALARIES	\$80,000.00	\$6,153.84	\$33,846.12	\$46,153.88	\$0.00
200 - EMPLOYEE BENEFITS	\$6,221.00	\$517.74	\$2,588.70	\$3,630.41	\$1.89
300 - PURCHASED SERVICES	\$37,000.00	\$2,205.67	\$9,912.16	\$0.00	\$27,087.84
400 - SUPPLIES & MATERIALS	\$6,000.00	\$0.00	(\$650.00)	\$0.00	\$6,650.00
600 - OTHER OBJECTS	\$1,500.00	\$0.00	\$777.52	\$0.00	\$722.48
2660 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$439,390.00	\$34,328.72	\$177,597.43	\$261,129.56	\$663.01
200 - EMPLOYEE BENEFITS	\$82,701.00	\$6,263.84	\$31,785.22	\$44,050.06	\$6,865.72
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$22.46	\$0.00	\$977.54

194

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ??????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
600 - OTHER OBJECTS	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
3000 - COMMUNITY SERVICES					
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
4120 - PAYMENTS FOR SPECIAL ED PROGRAMS					
300 - PURCHASED SERVICES	\$34,900.00	\$0.00	\$0.00	\$0.00	\$34,900.00
600 - OTHER OBJECTS	\$1,903,084.00	\$27,461.41	\$77,924.14	\$0.00	\$1,825,159.86
0 - EXPENDITURES Total:	\$20,759,971.00	\$1,455,851.14	\$5,642,308.91	\$11,069,504.16	\$4,048,157.93
10 - EDUCATIONAL Total:	\$20,759,971.00	\$1,455,851.14	\$5,642,308.91	\$11,069,504.16	\$4,048,157.93

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ??????????????????

Account Type: EXPENDITURE

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☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

20 - OPERATIONS & MAINTENANCE

0 - EXPENDITURES

2540 - OPERATIONS & MAINTENANCE OF PLANTS

100 - SALARIES	\$506,000.00	\$36,598.70	\$200,461.55	\$253,242.15	\$52,296.30
200 - EMPLOYEE BENEFITS	\$74,085.00	\$6,175.96	\$30,864.02	\$43,240.16	(\$19.18)
300 - PURCHASED SERVICES	\$916,000.00	\$77,258.93	\$431,945.56	\$12,967.00	\$471,087.44
400 - SUPPLIES & MATERIALS	\$482,616.00	\$33,824.99	\$169,617.27	\$11,020.30	\$301,978.43
500 - CAPITAL OUTLAY	\$173,500.00	\$0.00	\$31,107.07	\$4,998.24	\$137,394.69
600 - OTHER OBJECTS	\$300.00	\$0.00	\$855.00	\$0.00	(\$555.00)
700 - NON-CAPITAL EQUIPMENT	\$21,000.00	\$0.00	\$5,559.11	\$0.00	\$15,440.89
0 - EXPENDITURES Total:	\$2,173,501.00	\$153,858.58	\$870,409.58	\$325,467.85	\$977,623.57
20 - OPERATIONS & MAINTENANCE Total:	\$2,173,501.00	\$153,858.58	\$870,409.58	\$325,467.85	\$977,623.57



# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ??????????????????

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FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

30 - DEBT SERVICE

0 - EXPENDITURES

5140 - DEBT SERVICE - INTEREST PAYMENTS

600 - OTHER OBJECTS

\$534,400.00

\$0.00

\$0.00

\$0.00

\$534,400.00

5200 - INTEREST ON BONDS OUTSTANDING

600 - OTHER OBJECTS

\$1,085,000.00

\$0.00

\$0.00

\$0.00

\$1,085,000.00

5400 - DEBT SERVICE LEASES

600 - OTHER OBJECTS

\$2,500.00

\$0.00

\$0.00

\$0.00

\$2,500.00

0 - EXPENDITURES Total:

\$1,621,900.00

\$0.00

\$0.00

\$0.00

\$1,621,900.00

30 - DEBT SERVICE Total:

\$1,621,900.00

\$0.00

\$0.00

\$0.00

\$1,621,900.00

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ??????????????????

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☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

40 - TRANSPORTATION

0 - EXPENDITURES

2550 - PUPIL TRANSPORTATION

300 - PURCHASED SERVICES	\$1,208,000.00	\$111,579.00	\$220,195.40	\$0.00	\$987,804.60
0 - EXPENDITURES Total:	\$1,208,000.00	\$111,579.00	\$220,195.40	\$0.00	\$987,804.60
40 - TRANSPORTATION Total:	\$1,208,000.00	\$111,579.00	\$220,195.40	\$0.00	\$987,804.60

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021    From Date:11/1/2020    To Date:11/30/2020

Account Mask: ??????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

51 - IMRF					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$750.00	\$203.77	\$574.60	\$164.16	\$11.24
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,213.00	\$503.72	\$1,763.02	\$4,785.34	(\$335.36)
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$48,425.00	\$11,877.38	\$17,399.88	\$23,827.56	\$7,197.56
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$20,685.00	\$997.80	\$4,846.69	\$9,088.14	\$6,750.17
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$7,410.00	\$600.70	\$3,303.85	\$4,505.24	(\$399.09)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$2,100.00	\$181.96	\$913.82	\$1,364.70	(\$178.52)
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$23,300.00	\$11,090.98	\$19,751.01	\$14,322.20	(\$10,773.21)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$28,000.00	\$2,238.14	\$12,326.28	\$16,786.02	(\$1,112.30)
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$66,408.00	\$5,008.76	\$27,434.28	\$34,654.66	\$4,319.06
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$29,659.00	\$2,413.95	\$9,496.90	\$17,765.56	\$2,396.54
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$10,500.00	\$843.08	\$4,636.94	\$6,323.11	(\$460.05)
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$41,921.00	\$3,631.86	\$18,439.35	\$27,740.94	(\$4,259.29)
0 - EXPENDITURES Total:	\$288,771.00	\$39,592.10	\$120,886.62	\$161,327.63	\$6,556.75
51 - IMRF Total:	\$288,771.00	\$39,592.10	\$120,886.62	\$161,327.63	\$6,556.75

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ??????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

52 - SOCIAL SECURITY AND MEDICARE

0 - EXPENDITURES

1100 - REGULAR K-12 PROGRAMS

200 - EMPLOYEE BENEFITS	\$107,115.00	\$8,643.91	\$29,697.21	\$70,193.25	\$7,224.54
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1125 - PRE-K PROGRAMS

200 - EMPLOYEE BENEFITS	\$4,450.00	\$324.30	\$1,201.02	\$3,146.69	\$102.29
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1200 - SPECIAL ED PROGRAMS K-12

200 - EMPLOYEE BENEFITS	\$37,170.00	\$1,805.73	\$6,422.88	\$18,289.29	\$12,457.83
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1250 - REMEDIAL & SUPPLEMENTAL K-12

200 - EMPLOYEE BENEFITS	\$6,725.00	\$500.64	\$1,766.98	\$4,770.50	\$187.52
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1500 - INTERSCHOLASTIC PROGRAMS

200 - EMPLOYEE BENEFITS	\$3,825.00	\$0.00	\$0.00	\$0.00	\$3,825.00
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1650 - GIFTED PROGRAMS

200 - EMPLOYEE BENEFITS	\$5,275.00	\$255.34	\$903.26	\$2,435.30	\$1,936.44
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1800 - BILINGUAL PROGRAMS

200 - EMPLOYEE BENEFITS	\$9,305.00	\$681.60	\$2,406.73	\$6,493.85	\$404.42
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2110 - ATTENDANCE & SOCIAL WORK

200 - EMPLOYEE BENEFITS	\$4,225.00	\$411.67	\$1,447.77	\$3,913.09	(\$1,135.86)
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2130 - HEALTH SERVICES

200 - EMPLOYEE BENEFITS	\$11,450.00	\$523.07	\$2,517.48	\$4,574.51	\$4,358.01
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2140 - PSYCHOLOGICAL SERVICES

200 - EMPLOYEE BENEFITS	\$2,500.00	\$178.91	\$633.09	\$1,704.20	\$162.71
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2150 - SPEECH PATHOLOGY & AUDIOLOGY

200 - EMPLOYEE BENEFITS	\$3,825.00	\$278.82	\$985.89	\$2,658.79	\$180.32
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2190 - OTHER SUPPORT SERVICES - PUPILS

200 - EMPLOYEE BENEFITS	\$3,565.00	\$331.05	\$956.29	\$337.73	\$2,270.98
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2210 - IMPROVEMENT OF INSTRUCTION

200 - EMPLOYEE BENEFITS	\$8,425.00	\$652.37	\$3,706.35	\$4,808.72	(\$90.07)
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2220 - EDUCATIONAL MEDIA

200 - EMPLOYEE BENEFITS	\$3,600.00	\$238.38	\$833.21	\$2,509.03	\$257.76
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2320 - SUPERINTENDENT

200 - EMPLOYEE BENEFITS	\$4,000.00	\$296.32	\$1,627.75	\$2,220.39	\$151.86
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2330 - ADMINISTRATIVE SERVICES SPECIAL ED

200 - EMPLOYEE BENEFITS	\$2,780.00	\$228.22	\$1,197.26	\$1,717.05	(\$134.31)
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2410 - PRINCIPAL

200

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ?????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2021	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$21,350.00	\$1,469.89	\$8,226.28	\$11,082.16	\$2,041.56
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,525.00	\$195.90	\$1,077.56	\$1,469.36	(\$21.92)
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$16,250.00	\$1,103.92	\$6,160.38	\$8,351.03	\$1,738.59
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$41,700.00	\$2,652.10	\$14,597.02	\$18,337.60	\$8,765.38
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$16,010.00	\$1,242.42	\$4,974.53	\$8,734.30	\$2,301.17
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$6,175.00	\$455.12	\$2,510.99	\$3,421.24	\$242.77
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$26,200.00	\$2,000.24	\$10,201.09	\$15,351.08	\$647.83
0 - EXPENDITURES Total:	\$348,445.00	\$24,469.92	\$104,051.02	\$196,519.16	\$47,874.82
52 - SOCIAL SECURITY AND MEDICARE Total:	\$348,445.00	\$24,469.92	\$104,051.02	\$196,519.16	\$47,874.82

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ??????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

60 - CAPITAL PROJECTS

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES	\$66,471.00	\$4,966.87	\$68,594.03	\$0.00	(\$2,123.03)
500 - CAPITAL OUTLAY	\$708,500.00	\$38,211.00	\$603,205.97	\$17,065.00	\$88,229.03
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
500 - CAPITAL OUTLAY	\$10,000.00	\$0.00	\$0.00	\$2,418.90	\$7,581.10
0 - EXPENDITURES Total:	\$784,971.00	\$43,177.87	\$671,800.00	\$19,483.90	\$93,687.10
60 - CAPITAL PROJECTS Total:	\$784,971.00	\$43,177.87	\$671,800.00	\$19,483.90	\$93,687.10

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ?????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

80 - TORT IMMUNITY

0 - EXPENDITURES

2362 - WORKERS COMPENSATION INSURANCE

300 - PURCHASED SERVICES

\$90,000.00

(\$807.00)

(\$5,279.00)

\$0.00

\$95,279.00

2366 - JUDGMENTS/SETTLEMENTS

600 - OTHER OBJECTS

\$5,000.00

\$0.00

\$0.00

\$0.00

\$5,000.00

2371 - PROPERTY INSURANCE

300 - PURCHASED SERVICES

\$75,000.00

\$0.00

\$0.00

\$0.00

\$75,000.00

0 - EXPENDITURES Total:

\$170,000.00

(\$807.00)

(\$5,279.00)

\$0.00

\$175,279.00

80 - TORT IMMUNITY Total:

\$170,000.00

(\$807.00)

(\$5,279.00)

\$0.00

\$175,279.00

# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ?????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

90 - FIRE PREVENTION & SAFETY

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES

\$58,750.00

\$7,705.62

\$28,550.60

\$0.00

\$30,199.40

2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY

\$957,000.00

\$0.00

\$801,990.00

\$0.00

\$155,010.00

0 - EXPENDITURES Total:

\$1,015,750.00

\$7,705.62

\$830,540.60

\$0.00

\$185,209.40

90 - FIRE PREVENTION & SAFETY Total:

\$1,015,750.00

\$7,705.62

\$830,540.60

\$0.00

\$185,209.40



# Lincolnwood School District 74

## General Ledger - OBJECT REPORT

Fiscal Year: 2020-2021 From Date:11/1/2020 To Date:11/30/2020

Account Mask: ?????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2021

Range To Date

Year To Date

Encumbrance

Budget Balance

Grand Total:

\$28,371,309.00

\$1,835,427.23

\$8,454,913.13

\$11,772,302.70

\$8,144,093.17

End of Report

MINUTES of a relocated public meeting of the Board of Education of School District Number 74, Cook County, Illinois, held by video conference and in the Auditorium of the Lincoln Hall Middle School Building, 6855 North Crawford Avenue, Lincolnwood, Illinois, in said School District at 7:30 o'clock P.M., on the 4th day of February, 2021.

\* \* \*

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

Upon the roll being called the following members were physically present at said location:

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The following members attended the meeting by video or audio conference: \_\_\_\_\_

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

---

The President determined that an in-person meeting was not practical or prudent due to the issuance by the Governor of a disaster declaration related to public health concerns in all or a part of the jurisdiction of the District, and the President stated that physical presence of members of the public at the meeting location was determined by the District to be unfeasible due to the disaster.

Access to the meeting was provided to members of the public to contemporaneously hear all discussion, testimony and roll call votes via the following electronic link: \_\_\_\_\_

---

At 7:30 o'clock P.M., the President announced that the next agenda item for the Board of Education was a public hearing (the "*Hearing*") to receive public comments on the proposal to sell bonds in the amount of \$7,000,000 for the purpose of increasing the working cash fund of the

District (the “*Working Cash Fund Bonds*”) and explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect thereto.

The President opened the discussion and explained that the reasons for the proposed issuance of the Working Cash Fund Bonds were as follows: \_\_\_\_\_

---

Whereupon the President asked for additional comments from the members of the Board of Education. Additional comments were made by the following:

(If no additional comments were made,  
please so indicate with the word “none.”)

Written testimony concerning the proposed issuance of the Working Cash Fund Bonds was read into the record by the Secretary and is attached hereto as *Exhibit I*.

(If no written testimony was received,  
please so indicate with the word “none.”)

Whereupon the President asked for oral testimony or any public comments concerning the proposed issuance of the Working Cash Fund Bonds. Statements were made by the following:

(If no additional statements were made,  
please so indicate with the word “none.”)

The President then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the Working Cash Fund Bonds.

Member \_\_\_\_\_ moved and Member \_\_\_\_\_ seconded the motion that the Hearing be finally adjourned.

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

Upon the roll being called, the following members voted AYE: \_\_\_\_\_

---

The following members voted NAY: \_\_\_\_\_

Whereupon the President declared the motion carried and the Hearing was finally adjourned.

Other business not pertinent to the conduct of the Hearing 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

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of School District Number 74, Cook County, Illinois (the “*Board*”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 4th day of February, 2021, insofar as the same relates to a public hearing concerning the intent of the Board to sell \$7,000,000 Working Cash Fund Bonds.

I do further certify that the deliberations of the Board at said meeting were conducted openly, that said meeting was called and held at a specified time and place convenient and open to the public, that the meeting was conducted by audio or video conference in accordance with Section 7(e) of the Open Meetings Act of the State of Illinois, as amended (the “*Open Meetings Act*”), due to the issuance by the Governor of a disaster declaration related to public health concerns in all or a part of the jurisdiction of the District, that the President of the Board determined that an in-person meeting is not practical or prudent because of said disaster, that physical presence of members of the public at the meeting location was determined by the District to be unfeasible due to the disaster, that alternative arrangements to allow interested members of the public access to contemporaneously hear all discussion, testimony, and roll call votes were made and that notice of such arrangements was provided to the public, that notice of said meeting was duly given to all of the news media requesting such notice, given to all members of the Board and posted on the District’s website at least 48 hours in advance of the holding of said meeting, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act (including the requirements of Section 7(e) thereof), and with the provisions of the School Code of the State of Illinois, as amended, and the Bond Issue Notification Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and said Code and with all of the procedural rules of the Board.

I do further certify that notice of said public hearing was posted at least 48 hours before said public hearing at the principal office of the Board, that at least one copy of said notice was continuously available for public review during the entire 48-hour period preceding said public hearing and that attached hereto as *Exhibit B* is a true, correct and complete copy of said notice as so posted.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 4th day of February,  
2021.

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Secretary, Board of Education

**EXHIBIT B**

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT  
OF THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NUMBER 74,  
COOK COUNTY, ILLINOIS  
TO SELL \$7,000,000 WORKING CASH FUND BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that School District Number 74, Cook County, Illinois (the "*District*"), will hold a public hearing on the 4th day of February, 2021, at 7:30 o'clock P.M. The hearing will be held (a) in the Auditorium of the Lincoln Hall Middle School Building, 6855 North Crawford Avenue, Lincolnwood, Illinois, in the District, and (b) by video conference via Zoom webinar, which connection information will be made available via the following electronic link: <https://meetings.boardbook.org/Public/Organization/1270>. The purpose of the hearing will be to receive public comments on the proposal to sell bonds in the amount of \$7,000,000 for the purpose of increasing the working cash fund of the District.

By order of the Board of Education of School District Number 74, Cook County, Illinois.

DATED the 7th day of January, 2021.

John Vranas  
Secretary, Board of Education,  
School District Number 74,  
Cook County, Illinois

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

**RELOCATED MEETING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education (the “*Board*”) of School District Number 74, Cook County, Illinois, and as such official I do further certify as follows:

1. That on the \_\_\_\_ day of \_\_\_\_\_, 2021, the meeting of the Board scheduled for the 4th day of February, 2021 (the “*Meeting*”), at the Village of Lincolnwood Council Chambers, 6900 North Lincoln Avenue, Lincolnwood, Illinois, was relocated to the Auditorium of the Lincoln Hall Middle School Building, 6855 North Crawford Avenue, Lincolnwood, Illinois, and will also be accessible by video conference via Zoom webinar, which connection information will be made available via the following electronic link: <https://meetings.boardbook.org/Public/Organization/1270>, by the President or by three (3) members of the Board by giving notice thereof in writing, stating the time, place and purpose of the Meeting, and including the agenda for the Meeting (the “*Board Notice*”).

2. That the Board Notice was served upon all of the members of the Board by personal service, mail or by facsimile or electronic transmission not less than 48 hours before the Meeting.

3. That all of the news media that have filed a request for such notice were also given the Board Notice in the same manner as was given to said members of the Board.

4. That attached hereto as *Exhibit 1* is a true, correct and complete copy of the Board Notice.

5. That on the \_\_\_\_ day of \_\_\_\_\_, 2021, public notice of the Meeting, including the agenda for the Meeting, was posted at the District Office, 6950 North East Prairie Road, Lincolnwood, Illinois, the same being the principal office of the Board (the “*Public*”).



*Notice*”), and that at least one copy of the Public Notice was continuously available for public review during the entire 48-hour period preceding the Meeting.

6. That on said day the Public Notice was also supplied to the news media listed in paragraph 3 hereof.

7. That attached hereto as *Exhibit 2* is a true, correct and complete copy of the Public Notice.

8. That the Meeting was duly called, noticed and held in strict compliance with all of the provisions of the Open Meetings Act of the State of Illinois, as amended, the School Code of the State of Illinois, as amended, and the resolutions, rules, regulations and proceedings of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 4th day of February, 2021.

---

Secretary, Board of Education

**LINCOLNWOOD SCHOOL DISTRICT 74**  
**BILLS PAYABLE**

Education Fund	462,800.81
Building Fund	110,331.76
Debt Service	-
Transportation Fund	-
I.M.R.F./Soc. Sec.	-
Capital Projects	17,065.00
Tort Fund	-
Life Safety Fund	<u>8,664.80</u>
Grand Total	<b>598,862.37</b>

The undersigned hereby certify that the foregoing is a true and correct list of bills payable, approved and ordered paid by the Board of Education, School District #74, Cook County, at a meeting duly called and held on February 4, 2021, in the amount of **598,862.37**

\_\_\_\_\_  
President, Scott L. Anderson

\_\_\_\_\_  
Secretary, John P. Vranas

Members:

\_\_\_\_\_  
Kevin Daly

\_\_\_\_\_  
Jeffrey S. Evens

\_\_\_\_\_  
Myra A. Foutris

\_\_\_\_\_  
Elaina Geraghty

\_\_\_\_\_  
Rupal Mandal

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE						
7400024689	01/21/2021	1167	ACCESS MASTER	20.0.2540.302.00.0000.00	HARDWARE MAINTENANCE	\$930.00
7400024689	01/21/2021	1167	ACCESS MASTER	20.0.2540.302.00.0000.00	ACCESS CONTROL	\$1,560.00
					SYSEM/HARDWARE	
7400024689	01/21/2021	1167	ACCESS MASTER	20.0.2540.302.00.0000.00	INTRUSION ALARM SYSTEM	\$486.00
7400024689	01/21/2021	1167	ACCESS MASTER	20.0.2540.302.00.0000.00	CAMERA SYSTEM	\$1,929.27
Check Total:						\$4,905.27
NCB	01/12/2021	1160	ACTIVE ELECTRIC SUPPLY CO., INC.	20.0.2540.400.00.0000.01	SUPPLIES/ELECTRICAL	\$81.00
Check Total:						\$81.00
7400024656	01/07/2021	1159	ACTIVE ELECTRIC SUPPLY CO., INC.	20.0.2540.400.00.0000.01	ECOLED/SUPPLIES	\$800.00
7400024656	01/07/2021	1159	ACTIVE ELECTRIC SUPPLY CO., INC.	20.0.2540.400.00.0000.02	ECOLED/SUPPLIES	\$800.00
7400024656	01/07/2021	1159	ACTIVE ELECTRIC SUPPLY CO., INC.	20.0.2540.400.00.0000.03	ECOLED/SUPPLIES	\$650.00
Check Total:						\$2,250.00
NCB	01/12/2021	1160	ACTIVELY LEARN INC	10.0.1100.410.22.0000.03	READING SUPPLIES	\$364.78
NCB	01/12/2021	1160	AMAZON.COM	10.0.2310.340.00.0000.00	E-MAIL GIFT CARD	\$50.00
NCB	01/12/2021	1160	AMAZON.COM	10.0.1200.700.00.0000.00	WIRED iPad KEYBOARD	\$93.40
NCB	01/12/2021	1160	AMAZON.COM	10.0.1200.700.00.0000.00	SLIM FOLIO W/BLUETOOTH KEYBOARD	\$94.98
NCB	01/12/2021	1160	AMAZON.COM	10.0.1100.411.00.0000.02	ZIPLOC STORANGE BAGS	\$11.83
NCB	01/12/2021	1160	AMAZON.COM	10.0.2130.400.00.0000.02	MED EXAM TABLE	\$126.30
					PAPER/BOTTLE	
NCB	01/12/2021	1160	AMAZON.COM	10.0.2130.400.00.0000.02	BAND AID	\$23.81
NCB	01/12/2021	1160	AMAZON.COM	10.0.2130.400.00.0000.02	AQUAPHOR HEALING	\$14.38
NCB	01/12/2021	1160	AMAZON.COM	10.0.1100.410.05.0000.00	TONER CARTRIDGE	\$96.89
NCB	01/12/2021	1160	AMAZON.COM	10.0.2110.400.00.0000.02	SPEAKERPHONE	\$55.89
NCB	01/12/2021	1160	AMAZON.COM	10.0.2110.400.00.0000.02	MONITOR STAND RISER	\$27.59
					W/DRAWER	

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/12/2021	1160	AMAZON.COM	10.0.1100.700.05.0000.00	DOCUMENT CAMERA	\$69.00
NCB	01/12/2021	1160	AMAZON.COM	10.0.2520.400.00.0000.00	SEAL SEALING SOLUTION	\$18.96
NCB	01/12/2021	1160	AMAZON.COM	10.0.2520.400.00.0000.00	FILE FOLDERS	\$25.99
NCB	01/12/2021	1160	AMAZON.COM	10.0.2520.400.00.0000.00	LABEL TAPE	\$9.49
NCB	01/12/2021	1160	AMAZON.COM	10.0.1100.700.00.0000.01	EXTENSION CORD COVER	\$83.98
NCB	01/12/2021	1160	AMAZON.COM	10.0.2520.400.00.0000.00	FILE FOLDER	\$37.26
NCB	01/12/2021	1160	AMAZON.COM	20.0.2540.400.00.0000.03	LED LIGHT DRIVERS	\$388.65
NCB	01/12/2021	1160	AMERICAN CLASSICAL LEAGUE	10.0.1650.400.00.0000.03	MYTH & ELE EXAM	\$155.00
NCB	01/15/2021	1165	AMERIPRISE FINANCIAL SERVICES INC.	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$571.49
Check Total:						\$2,319.67
7400024657	01/07/2021	1159	AMNE ABDALA	10.1.0000.000.00.1610.00	REFUND/LUNCH	\$36.25
7400024657	01/07/2021	1159	AMNE ABDALA	10.1.0000.000.00.1610.00	REFUND/LUNCH	\$32.60
Check Total:						\$68.85
7400024658	01/07/2021	1159	AMY SENIOR	10.0.2310.300.00.0000.00	TECH SERVICES/BOE 1 / 7 / 21	\$75.00
Check Total:						\$75.00
NCB	01/12/2021	1160	APPLE INC	10.0.1100.316.05.0000.00	PANDORA PLUS	\$5.30
Check Total:						\$5.30
7400024690	01/21/2021	1167	APPLE INC	10.0.1100.310.05.0000.00	AC+ D476409584	\$49.00
Check Total:						\$49.00
7400024659	01/07/2021	1159	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$96.13
7400024659	01/07/2021	1159	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$1,377.12
7400024659	01/07/2021	1159	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$97.16
7400024659	01/07/2021	1159	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$664.12
Check Total:						\$2,234.53
7400024691	01/21/2021	1167	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$93.97
7400024691	01/21/2021	1167	AT&T	20.0.2540.340.00.0000.00	TELEPHONE	\$98.80
Check Total:						\$192.77
7400024692	01/21/2021	1167	AT&T LONG DISTANCE-4	20.0.2540.340.00.0000.00	TELEPHONE	\$56.36
Check Total:						\$56.36
7400024693	01/21/2021	1167	AT&T-2	20.0.2540.340.00.0000.00	TELEPHONE	\$49.60
Check Total:						\$49.60

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2020-2021

☐ Print Employee Vendor Names

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/15/2021	1165	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$9,400.90
NCB	01/15/2021	1165	AXA EQUITABLE PAYMENT CENTER	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$600.00
NCB	01/15/2021	1165	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,235.00
NCB	01/15/2021	1165	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$900.00
Check Total:						\$12,135.90
7400024660	01/07/2021	1159	BLOCK ELECTRIC COMPANY, INC.	60.0.2530.500.00.0000.01	Furnish and install: 1. Seven (7) type F-1 light fixtures 2.	\$17,065.00
Check Total:						\$17,065.00
7400024661	01/07/2021	1159	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$11.69
7400024661	01/07/2021	1159	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$139.04
Check Total:						\$150.73
7400024694	01/21/2021	1167	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$55.04
7400024694	01/21/2021	1167	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$45.56
7400024694	01/21/2021	1167	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$45.56
7400024694	01/21/2021	1167	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$10.44
7400024694	01/21/2021	1167	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$22.78
7400024694	01/21/2021	1167	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	MILK	\$20.87
7400024694	01/21/2021	1167	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$45.56
7400024694	01/21/2021	1167	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$45.56
7400024694	01/21/2021	1167	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	CHOCOLATE MILK	\$22.78
Check Total:						\$314.15
7400024695	01/21/2021	1167	BRIGITA MARKEVICS	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$476.25
Check Total:						\$476.25
NCB	01/12/2021	1160	CAMFEL PRODUCTIONS	10.0.1100.449.00.0000.03	PBIS/GO VIRAL STREAMING EVENT	\$295.00
Check Total:						\$295.00
7400024696	01/21/2021	1167	CARROLL SEATING COMPANY	20.0.2540.550.00.0000.01	Todd Hall - Teacher Lounge Countertop Replacement	\$3,900.00
Check Total:						\$3,900.00

# Lincolnwood School District 74

## Disbursement Detail Listing

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Date Range: 01/01/2021 - 01/31/2021

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Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400024697	01/21/2021	1167	CHICAGO KILN SERVICE INC.	10.0.1100.323.24.0000.03	GAUGE THERMOCOUPLE/STANDAR	\$379.75
Check Total:						\$379.75
7400024662	01/07/2021	1159	CHICAGO TRIBUNE COMPANY	10.0.2520.300.00.0000.00	PUBLIC HEARING	\$62.02
7400024662	01/07/2021	1159	CHICAGO TRIBUNE COMPANY	10.0.2520.300.00.0000.00	TAX LEVY NOTICE	\$218.50
Check Total:						\$280.52
7400024698	01/21/2021	1167	CHICAGO TRIBUNE COMPANY	10.0.2520.300.00.0000.00	ADVERTISEMENT FOR BIDS/RH FLOORING REPLACE	\$111.74
7400024698	01/21/2021	1167	CHICAGO TRIBUNE COMPANY	10.0.2520.300.00.0000.00	ADVERTISEMENT FOR BIDS/DOOR REPLACEMENT	\$110.88
Check Total:						\$222.62
7400024699	01/21/2021	1167	CNC MEDICAL EQUIPMENT INC.	10.0.1200.500.00.0000.00	Molift Smart 150 Complete	\$3,955.50
7400024699	01/21/2021	1167	CNC MEDICAL EQUIPMENT INC.	10.0.1200.500.00.0000.00	Toileting Sling	\$234.50
Check Total:						\$4,190.00
NCB	01/29/2021	1174	COLE TAYLOR BAN_SIT	10.3.0499.300.00.0000.00	STATE TAX	\$23,483.32
NCB	01/29/2021	1174	COLE TAYLOR BAN_SIT	20.3.0499.300.00.0000.00	STATE TAX	\$852.95
NCB	01/15/2021	1163	COLE TAYLOR BAN_SIT	10.3.0499.300.00.0000.00	STATE TAX	\$19,918.19
NCB	01/15/2021	1163	COLE TAYLOR BAN_SIT	20.3.0499.300.00.0000.00	STATE TAX	\$765.92
NCB	01/15/2021	1170	COLE TAYLOR BANK	10.3.0499.100.20.0000.00	THIS	\$8,725.86
NCB	01/15/2021	1171	COLE TAYLOR BANK	10.3.0499.100.10.0000.00	TEACHERS PENSION	\$43,812.01
NCB	01/15/2021	1170	COLE TAYLOR BANK	10.3.0499.100.20.0000.00	THIS	\$1,152.57
NCB	01/04/2021	1168	COLE TAYLOR BANK	10.3.0499.100.20.0000.00	THIS	\$1,152.57
NCB	01/04/2021	1168	COLE TAYLOR BANK	10.3.0499.100.20.0000.00	THIS	\$8,816.18
NCB	01/04/2021	1169	COLE TAYLOR BANK	10.3.0499.100.10.0000.00	TEACHERS PENSION	\$44,212.67
NCB	01/15/2021	1162	COLE TAYLOR BANK_FIT	10.3.0499.800.20.0000.00	MEDICARE	\$13,919.30
NCB	01/15/2021	1162	COLE TAYLOR BANK_FIT	20.3.0499.800.20.0000.00	TERMINATION/VACATION PAYMENTS	\$500.16
NCB	01/29/2021	1173	COLE TAYLOR BANK_FIT	10.3.0499.200.00.0000.00	FEDERAL TAX	\$56,176.15
NCB	01/29/2021	1173	COLE TAYLOR BANK_FIT	20.3.0499.200.00.0000.00	FEDERAL TAX	\$2,075.73
NCB	01/29/2021	1173	COLE TAYLOR BANK_FIT	10.3.0499.700.10.0000.00	SOC.SEC.	\$8,509.86
NCB	01/29/2021	1173	COLE TAYLOR BANK_FIT	20.3.0499.700.10.0000.00	NON-CAPITAL EQUIPMENT	\$2,283.82

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/29/2021	1173	COLE TAYLOR BANK_FIT	10.3.0499.800.20.0000.00	MEDICARE	\$15,569.74
NCB	01/29/2021	1173	COLE TAYLOR BANK_FIT	20.3.0499.800.20.0000.00	TERMINATION/VACATION PAYMENTS	\$534.12
NCB	01/15/2021	1162	COLE TAYLOR BANK_FIT	10.3.0499.700.10.0000.00	SOC.SEC.	\$6,234.28
NCB	01/15/2021	1162	COLE TAYLOR BANK_FIT	20.3.0499.700.10.0000.00	NON-CAPITAL EQUIPMENT	\$2,138.62
NCB	01/15/2021	1162	COLE TAYLOR BANK_FIT	10.3.0499.200.00.0000.00	FEDERAL TAX	\$45,694.61
NCB	01/15/2021	1162	COLE TAYLOR BANK_FIT	20.3.0499.200.00.0000.00	FEDERAL TAX	\$1,745.57
Check Total:						\$308,274.20
7400024700	01/21/2021	1167	COMED	20.0.2540.466.00.0000.00	ELECTRICITY	\$5,067.13
Check Total:						\$5,067.13
7400024663	01/07/2021	1159	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	ICE CONTROL	\$492.00
Check Total:						\$492.00
7400024701	01/21/2021	1167	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	ICE CONTROL	\$757.00
Check Total:						\$757.00
7400024702	01/21/2021	1167	CONTROL ENGINEERING CORP.	20.0.2540.342.00.0000.00	BUILDING AUTOMATION - QUARTERLY INVOICE OF	\$2,381.00
Check Total:						\$2,381.00
7400024703	01/21/2021	1167	DE LAGE LANDEN FINANCIAL SERVICES, INC.	10.0.1100.325.00.0000.00	LEASE/JAN	\$2,506.60
Check Total:						\$2,506.60
7400024664	01/07/2021	1159	DEMCO, INC.	10.0.2220.400.00.0000.01	Velcro Squares	\$12.60
7400024664	01/07/2021	1159	DEMCO, INC.	10.0.2220.400.00.0000.01	Velcro Roll Black	\$29.39
7400024664	01/07/2021	1159	DEMCO, INC.	10.0.2220.400.00.0000.01	Book Tape	\$11.79
7400024664	01/07/2021	1159	DEMCO, INC.	10.0.2220.400.00.0000.01	Chef Hand Puppet	\$19.53
7400024664	01/07/2021	1159	DEMCO, INC.	10.0.2220.400.00.0000.01	Rabbit Puppet	\$22.13
7400024664	01/07/2021	1159	DEMCO, INC.	10.0.2220.400.00.0000.01	Scotch Tape	\$22.87
7400024664	01/07/2021	1159	DEMCO, INC.	10.0.2220.400.00.0000.01	Mrs. Honey's Hat Story Sack	\$65.10
7400024664	01/07/2021	1159	DEMCO, INC.	10.0.2220.400.00.0000.01	Velcro Coins	\$12.60
Check Total:						\$196.01
NCB	01/12/2021	1160	DONE DEAL PROMOTIONS	10.0.1100.449.00.0000.03	PBIS	\$555.50
Check Total:						\$555.50

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2020-2021

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400024704	01/21/2021	1167	EDUCATIONAL TECHNOLOGY LEADERSHIP, LLC	10.0.2210.300.00.4300.00	NUMBER WORLDS TRAINING/LINDA	\$350.00
Check Total:						\$350.00
7400024665	01/07/2021	1159	EMA CHICAGO INC.	20.0.2540.400.00.0000.02	Rutledge Rail Sizes Height x Length x Thickness Location	\$682.85
7400024665	01/07/2021	1159	EMA CHICAGO INC.	20.0.2540.400.00.0000.03	Lincoln Rail Sizes Height x Length x Thickness Location	\$1,337.82
7400024665	01/07/2021	1159	EMA CHICAGO INC.	20.0.2540.400.00.0000.01	Todd ,Rail Sizes Height x Length x Thickness Location	\$710.72
7400024665	01/07/2021	1159	EMA CHICAGO INC.	20.0.2540.400.00.0000.01	Todd ,Rail Sizes Height x Length x Thickness Location	\$0.00
7400024665	01/07/2021	1159	EMA CHICAGO INC.	20.0.2540.400.00.0000.02	Rutledge Rail Sizes Height x Length x Thickness Location	\$0.00
7400024665	01/07/2021	1159	EMA CHICAGO INC.	20.0.2540.400.00.0000.03	Lincoln Rail Sizes Height x Length x Thickness Location	\$0.00
7400024665	01/07/2021	1159	EMA CHICAGO INC.	20.0.2540.400.00.0000.04	Admin Building Sizes Length X Ht Location Total # Filters	\$231.84
Check Total:						\$2,963.23
NCB	01/12/2021	1160	ENGINEER SUPPLY LLC	20.0.2540.400.00.0000.04	BLUEPRINT STORAGE RACK	\$572.98
Check Total:						\$572.98
7400024666	01/07/2021	1159	ERIN DAVIS	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$1,144.17
Check Total:						\$1,144.17
NCB	01/12/2021	1160	EVERYDAY SPEECH	10.0.1200.400.00.0000.00	SOFTWARE LICENSE	\$299.99
NCB	01/12/2021	1160	EXTRA SPACE STORAGE	20.0.2540.325.00.0000.00	CLASSROOM RENTAL	\$247.00
NCB	01/12/2021	1160	EXTRA SPACE STORAGE	20.0.2540.325.00.0000.00	CLASSROOM RENTAL	\$248.00
NCB	01/12/2021	1160	EXTRA SPACE STORAGE	20.0.2540.325.00.0000.00	CLASSROOM RENTAL	\$182.00
NCB	01/12/2021	1160	EXTRA SPACE STORAGE	20.0.2540.325.00.0000.00	CLASSROOM RENTAL	\$503.00
Check Total:						\$1,479.99
7400024667	01/07/2021	1159	FEDEX	10.0.2570.340.00.0000.00	TRANSPORTATION CHARGES/MIDCO	\$30.47
Check Total:						\$30.47



# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

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Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400024705	01/21/2021	1167	FIRST DEFENSE LLC	10.0.2130.400.00.4998.00	DCIC KN 95 MASKS	\$1,500.00
Check Total:						\$1,500.00
7400024706	01/21/2021	1167	FLOCABULARY, LLC	10.0.1100.316.05.0000.00	Digital Site Licence to Flocabulary	\$2,500.00
Check Total:						\$2,500.00
7400024668	01/07/2021	1159	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Don't blink! (#1157GY5)	\$13.56
7400024668	01/07/2021	1159	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Nightmares! (#0729FV3)	\$13.56
7400024668	01/07/2021	1159	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	On account of the gum (#1774KA7)	\$15.57
7400024668	01/07/2021	1159	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Book Cataloging and Processing	\$3.45
7400024668	01/07/2021	1159	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	Scary stories for young foxes (#1512RT9)	\$14.81
7400024668	01/07/2021	1159	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.02	This is a taco! (#1067JMX)	\$13.95
Check Total:						\$74.90
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	The ballad of songbirds and snakes (#543VBO7)	\$27.99
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Before the ever after (#544LQM1)	\$35.00
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Each tiny spark (#542IAU0)	\$35.00
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	The gilded wolves (#541TWS9)	\$15.00
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	I survived the sinking of the Titanic, 1912 (#542YDF1)	\$10.99
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Ikenga (#544MFX8)	\$35.00
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Lobizona (#544QHD4)	\$25.00

# Lincolnwood School District 74

## Disbursement Detail Listing

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Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Long way down, the graphic novel (#544NZE4)	\$32.97
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Measuring Up (#8FBWF27)	\$12.99
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Midnight sun (#544GAL5)	\$65.00
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Nat enough (#543EWU0)	\$12.99
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Nine, ten : a September 11 story (#540XMN5)	\$23.97
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Punching the air (#544JKI2)	\$19.99
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Show me a sign (#543EIG4)	\$18.99
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Two can keep a secret (#541PJO6)	\$45.00
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Before the ever after (#544LAQ8)	\$34.00
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Grown (#544MHG3)	\$67.48
7400024707	01/21/2021	1167	FOLLETT SCHOOL SOLUTIONS, INC.-1	10.0.2220.400.00.0000.03	Long way down (#542GLG3)	\$29.99
Check Total:						\$547.35
NCB	01/12/2021	1160	GEMPLER'S	20.0.2540.490.00.0000.01	SNOW BOOTS	\$103.96
Check Total:						\$103.96
7400024708	01/21/2021	1167	GENERAL MEDICAL DEVICES INC	10.0.2130.400.00.4998.00	NON CONTACT DIGITAL INFRARED FOREHEAD	\$493.67
Check Total:						\$493.67
7400024669	01/07/2021	1159	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/CARROTS/CAULIFLOWER/CUCUMBERS	\$371.59
7400024669	01/07/2021	1159	GET FRESH PRODUCE, INC.	10.0.2560.400.00.0000.00	CUTLERY KIT	\$26.90
Check Total:						\$398.49
7400024709	01/21/2021	1167	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/CUCUMBER/TOMATO	\$311.31

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2020-2021

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400024709	01/21/2021	1167	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/CARROTS/CUCUMBER S/PEPPERS	\$296.31
7400024709	01/21/2021	1167	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/TOMATOES/CARRETTES/GRAPES	\$90.68
7400024709	01/21/2021	1167	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/CARROTS/CAULIFLOWER/BROCCOLI	\$264.59
7400024709	01/21/2021	1167	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/JUICE/LEMON/GARLI	\$298.15
7400024709	01/21/2021	1167	GET FRESH PRODUCE, INC.	10.0.2560.410.00.0000.00	FOOD/EGGS	\$12.21
Check Total:						\$1,273.25
7400024670	01/07/2021	1159	GLOBAL EQUIPMENT COMPANY INC.	20.0.2540.320.00.0000.02	MAINTENANCE SERVICES – RUTLEDGE for new safety	\$264.95
Check Total:						\$264.95
7400024710	01/21/2021	1167	GLOBAL EQUIPMENT COMPANY INC.	20.0.2540.400.00.0000.03	TRACK KIT	\$212.95
Check Total:						\$212.95
7400024671	01/07/2021	1159	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	RETURN/LID DOME TRAY	(\$53.30)
7400024671	01/07/2021	1159	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY BRST/CHEESE	\$265.28
7400024671	01/07/2021	1159	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/CHIX BRST STRP	\$62.88
7400024671	01/07/2021	1159	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	LETTUCE	\$8.99
Check Total:						\$283.85
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	CREDIT/TORTILLA FLOUR	(\$18.10)
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLY/PLAS BOWL	\$32.88
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY	\$494.09
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/TRAY	\$107.31
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/TRAIL MIX/BAR	\$103.52
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY	\$342.84
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLY/LID DOME/PLAS	\$169.87
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/CHOC CHIP OATML/CHEEZ-IT PARTY	\$83.02
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/YOGURT/MUFFIN/YO	\$188.64

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

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Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2020-2021

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/BAGEL STRAW	\$30.19
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/HAIRNET/CUTLER Y KIT	\$49.04
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY	\$465.22
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	FOOD/HUMMUS/TURKEY	\$366.62
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/TRAY	\$116.62
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	SUPPLIES/PLAS CONT	\$31.41
7400024711	01/21/2021	1167	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	TOMATO	\$12.82
Check Total:						\$2,575.99
7400024712	01/21/2021	1167	GSF USA, INC.	20.0.2540.322.00.0000.00	JANITORIAL SERVICES/JANUARY	\$35,417.92
Check Total:						\$35,417.92
7400024672	01/07/2021	1159	HEARTLAND BUSINESS SYSTEMS	10.0.1100.741.05.0000.00	Meraki MR42 Wireless Access Point	\$2,840.00
Check Total:						\$2,840.00
7400024673	01/07/2021	1159	HMA DESIGN + PRINT INC.	10.0.2630.300.00.0000.00	HOLIDAY CARD	\$455.00
Check Total:						\$455.00
7400024674	01/07/2021	1159	HOH WATER TECHNOLOGY, INC.	20.0.2540.741.00.0000.01	Bypass Feeders are designed to provide a	\$504.46
7400024674	01/07/2021	1159	HOH WATER TECHNOLOGY, INC.	20.0.2540.741.00.0000.02	Bypass Feeders are designed to provide a	\$504.45
Check Total:						\$1,008.91
NCB	01/12/2021	1160	IDEACON	10.0.2210.312.00.0000.02	VIRTUAL CONFERENCE	\$179.00
NCB	01/12/2021	1160	IDEACON	10.0.2210.312.00.0000.02	VIRTUAL CONFERENCE	\$179.00
NCB	01/12/2021	1160	IDEACON	10.0.2210.312.00.0000.01	VIRTUAL CONFERENCE/DR J/REYNOLDS	\$358.00
NCB	01/12/2021	1160	IDEACON	10.0.2210.312.00.0000.03	VIRTUAL CONFERENCE	\$537.00
Check Total:						\$1,253.00
7400024713	01/21/2021	1167	IGS ENERGY	20.0.2540.465.00.0000.00	NATURAL GAS	\$10,248.44
Check Total:						\$10,248.44
NCB	01/12/2021	1160	ILLINOIS ASBO	10.0.2520.312.00.0000.00	CONVFERENT/JR	\$280.00
Check Total:						\$280.00

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400024714	01/21/2021	1167	ILLINOIS ASBO	20.0.2540.312.00.0000.00	REGISTRATION/JC	\$380.00
Check Total:						\$380.00
NCB	01/12/2021	1160	ILLINOIS PRINCIPALS ASSOCIATION	10.0.2410.440.00.0000.03	IPA DUES/DL	\$399.00
NCB	01/12/2021	1160	ILLINOIS PRINCIPALS ASSOCIATION	10.0.2410.400.00.0000.03	IPA DUES/MA	\$399.00
Check Total:						\$798.00
7400024675	01/07/2021	1159	IMAGETEC	10.0.2570.323.00.0000.00	COPIER MAINTENANCE	\$6,227.50
Check Total:						\$6,227.50
7400024715	01/21/2021	1167	JENNIFER SAVAGE	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$476.25
Check Total:						\$476.25
7400024716	01/21/2021	1167	KELLY CABRERA	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$914.75
7400024716	01/21/2021	1167	KELLY CABRERA	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$923.95
Check Total:						\$1,838.70
NCB	01/15/2021	1165	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$3,638.33
NCB	01/15/2021	1165	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,162.50
NCB	01/15/2021	1165	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$125.00
Check Total:						\$4,925.83
7400024676	01/07/2021	1159	LINDSAY KOPINKSKI	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$685.00
7400024676	01/07/2021	1159	LINDSAY KOPINKSKI	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$685.00
7400024676	01/07/2021	1159	LINDSAY KOPINKSKI	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	\$342.50
Check Total:						\$1,712.50
NCB	01/12/2021	1160	LOU MALNATI'S PIZZERIA	10.0.2410.315.00.0000.03	PIZZA	\$94.55
NCB	01/12/2021	1160	LOU MALNATI'S PIZZERIA	10.0.2410.315.00.0000.02	PIZZA	\$232.75
NCB	01/12/2021	1160	LOU MALNATI'S PIZZERIA	10.0.2410.315.00.0000.03	PIZZA	\$61.65
NCB	01/12/2021	1160	LOU MALNATI'S PIZZERIA	10.0.2410.315.00.0000.01	PIZZA FOR STAFF	\$342.71
NCB	01/12/2021	1160	LOU MALNATI'S PIZZERIA	10.0.2410.315.00.0000.03	PIZZA	\$80.55
NCB	01/12/2021	1160	LOWE'S HOME CENTERS, INC.	20.0.2540.416.00.0000.01	CLEANING SUPPLY	\$193.26
NCB	01/12/2021	1160	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.03	LIN PLEXIGLASS PANELS	\$903.01
NCB	01/12/2021	1160	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.04	ADMIN PLEXIGLASS PANELS	\$747.81

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2020-2021

☐ Print Employee Vendor Names

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	01/12/2021	1160	LOWE'S HOME CENTERS, INC.	20.0.2540.404.00.0000.02	PLAYGROUND PARTS	\$49.50
NCB	01/12/2021	1160	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.01	SUPPLIES/WINDSHIELD/WIPE /SCOTCH	\$152.25
NCB	01/12/2021	1160	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.01	SUPPLIES/LADDER/HOOK/ST ORAGE HANGER	\$242.28
NCB	01/15/2021	1166	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,874.97
NCB	01/04/2021	1156	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,369.92
NCB	01/04/2021	1156	MB FINANCIAL BANK_SD74 FLEX	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$25.00
NCB	01/15/2021	1166	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,357.42
NCB	01/15/2021	1166	MB FINANCIAL BANK_SD74 FLEX	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$25.00
NCB	01/04/2021	1156	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,874.97
Check Total:						\$9,627.60
7400024717	01/21/2021	1167	MUTUAL OF OMAHA	10.3.0499.603.00.0000.00	LTD	\$3,097.65
Check Total:						\$3,097.65
7400024677	01/07/2021	1159	NILES TWP PROPERTY TAX APPEALS COOP	10.0.2310.318.00.0000.00	MEETING & MISC	\$50.00
Check Total:						\$50.00
NCB	01/12/2021	1160	NORTH SHORE COMMERCIAL DOOR.COM	20.0.2540.400.00.0000.04	GARAGE DOOR SEAL	\$53.90
Check Total:						\$53.90
7400024651	01/01/2021	1150	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,152.46
7400024651	01/01/2021	1150	NORTH SUBURBAN TEACHERS' UNION	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$226.53
7400024651	01/01/2021	1150	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$5,790.98
Check Total:						\$7,169.97
7400024687	01/15/2021	1161	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$1,159.94
7400024687	01/15/2021	1161	NORTH SUBURBAN TEACHERS' UNION	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$226.53
7400024687	01/15/2021	1161	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$5,738.88
Check Total:						\$7,125.35
7400024678	01/07/2021	1159	NSSEO	10.0.4120.670.35.0000.00	TUITION	\$23,534.45

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

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Check Number	Date	Voucher	Payee	Account	Description	Amount
Check Total:						\$23,534.45
7400024718	01/21/2021	1167	OCONOMOWOC DEVELOPMENTAL TRAINING CTR	10.0.4120.670.35.0000.00	TUITION	\$16,078.75
Check Total:						\$16,078.75
7400024719	01/21/2021	1167	PITNEY BOWES-1	10.0.1100.325.00.0000.00	LEASING CHARGES	\$567.00
Check Total:						\$567.00
NCB	01/12/2021	1160	PRODIGIES	10.0.1100.316.05.0000.00	SOFTWATE LICENSE	\$12.99
Check Total:						\$12.99
7400024720	01/21/2021	1167	PURCHASE POWER	10.0.2570.340.00.0000.00	POSTAGE	\$1,005.00
Check Total:						\$1,005.00
7400024721	01/21/2021	1167	QUENCH USA INC.	10.0.2410.300.00.0000.01	QUENCH 730-U	\$82.30
Check Total:						\$82.30
7400024679	01/07/2021	1159	RAPTOR TECHNOLOGIES INC.	10.0.1100.470.05.0000.00	ANNUAL ACESS FEE	\$2,850.00
Check Total:						\$2,850.00
7400024722	01/21/2021	1167	RITE LOCK & SAFE	20.0.2540.320.00.0000.04	ADMIN BUILDING VAULT/SERVICE/9 VOLT	\$129.96
Check Total:						\$129.96
7400024723	01/21/2021	1167	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	EXPO Low Odor Dry Erase Marker, Bullet Tip, Red, Pack	\$26.56
7400024723	01/21/2021	1167	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	EXPO Low Odor Dry Erase Marker, Bullet Tip, Blue,	\$26.56
7400024723	01/21/2021	1167	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	Business Source Sheet Protectors, Top Load, 3.3	\$11.02
7400024723	01/21/2021	1167	SCHOOL SPECIALTY	10.0.1125.450.09.0000.01	Play-Doh Super Color Pack, 3 Ounces, Assorted Colors,	\$68.68
Check Total:						\$132.82
NCB	01/12/2021	1160	SHERWIN-WILLIAMS	20.0.2540.400.00.0000.04	PAINT	\$314.33
NCB	01/12/2021	1160	SKEDDA PTY LTD	10.0.1100.470.05.0000.00	CART RESERVATION	\$49.00
NCB	01/12/2021	1160	SKEDDA PTY LTD	10.0.1100.470.05.0000.00	CART RESERVATIONS	\$49.00
Check Total:						\$412.33
7400024680	01/07/2021	1159	SMITHEREEN COMPANY	20.0.2540.320.00.0000.04	TARGET PESTS	\$45.00

# Lincolnwood School District 74

## Disbursement Detail Listing

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Date Range: 01/01/2021 - 01/31/2021

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Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400024680	01/07/2021	1159	SMITHEREEN COMPANY	20.0.2540.320.00.0000.02	REGULARLY SCHEDULED PC SERVICE	\$71.00
7400024680	01/07/2021	1159	SMITHEREEN COMPANY	20.0.2540.320.00.0000.03	REGULARLY SCHEDULED PC SERVICE	\$78.00
7400024680	01/07/2021	1159	SMITHEREEN COMPANY	20.0.2540.320.00.0000.01	TARGET PESTS	\$61.00
Check Total:						\$255.00
NCB	01/12/2021	1160	SMORE.COM	10.0.2630.640.00.0000.00	NEWSLETTER SOFTWARE	\$79.00
Check Total:						\$79.00
7400024724	01/21/2021	1167	SONOVA USA INC	10.0.1200.700.00.0000.00	EASYPEN LANYARDS	\$51.36
7400024724	01/21/2021	1167	SONOVA USA INC	10.0.1200.700.00.0000.00	ROGER EASYPEN	\$703.63
Check Total:						\$754.99
NCB	01/12/2021	1160	SPOTIFY	10.0.1100.410.26.0000.01	TH PE	\$9.99
NCB	01/12/2021	1160	STAPLES	10.0.1100.412.05.0000.00	PEEL & SEAL BUBBLE MAILER	\$79.39
Check Total:						\$89.38
7400024652	01/01/2021	1150	STATE DISBURSEMENT UNIT	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$395.00
Check Total:						\$395.00
7400024688	01/15/2021	1161	STATE DISBURSEMENT UNIT	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	\$395.00
Check Total:						\$395.00
7400024681	01/07/2021	1159	STATE INDUSTRIAL PRODUCTS	20.0.2540.416.00.0000.03	SOAP FACTORY PRO SENSOR	\$189.66
7400024681	01/07/2021	1159	STATE INDUSTRIAL PRODUCTS	20.0.2540.416.00.0000.03	GF FOAMING ALCOHOL SANITIZER	\$183.12
7400024681	01/07/2021	1159	STATE INDUSTRIAL PRODUCTS	20.0.2540.416.00.0000.03	D-STROY COASTAL DREAMS	\$579.88
Check Total:						\$952.66
7400024725	01/21/2021	1167	STEVENS CHEMICAL COMPANY	20.0.2540.416.00.0000.01	Magic Eraser	\$307.20
7400024725	01/21/2021	1167	STEVENS CHEMICAL COMPANY	20.0.2540.416.00.0000.02	Stretch" n Dust Cloths	\$415.75
7400024725	01/21/2021	1167	STEVENS CHEMICAL COMPANY	20.0.2540.416.00.0000.02	Maxi Plus Microfiber Loop End, Large White	\$163.00
Check Total:						\$885.95
7400024726	01/21/2021	1167	STUDIO GC	90.0.2530.319.00.0000.00	2021 DOOR REPLACEMENT	\$8,664.80
Check Total:						\$8,664.80
7400024727	01/21/2021	1167	SWIFTREACH NETWORKS, LLC	10.0.1100.470.05.0000.00	POWERSCHOOL UNLIMITED MESSAGING	\$1,263.75



# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
Check Total:						\$1,263.75
NCB	01/12/2021	1160	TCI	10.0.1100.410.23.0000.03	SUBSCRIPTION	\$254.00
NCB	01/06/2021	1157	TEACHERS RETIREMENT SYSTEM	10.0.2310.211.00.0000.00	ADJ TO EARNINGS/JAN	\$4,785.90
NCB	01/06/2021	1158	TEACHERS RETIREMENT SYSTEM	10.0.1100.801.00.0000.00	INS/JAN	\$21,950.49
Check Total:						\$26,990.39
7400024682	01/07/2021	1159	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$485.44
7400024682	01/07/2021	1159	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$284.04
Check Total:						\$769.48
7400024728	01/21/2021	1167	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$173.27
7400024728	01/21/2021	1167	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$12.15
7400024728	01/21/2021	1167	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$112.85
7400024728	01/21/2021	1167	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$294.11
7400024728	01/21/2021	1167	THE VILLAGE OF LINCOLNWOOD-1	20.0.2540.370.00.0000.00	WATER	\$82.64
Check Total:						\$675.02
7400024683	01/07/2021	1159	THOMSON REUTERS - WEST	10.0.2310.300.00.0000.00	WEST INFORMATION	\$338.47
Check Total:						\$338.47
7400024684	01/07/2021	1159	THYSSENKRUPP ELEVATOR CORP.	20.0.2540.320.00.0000.02	PLATIUM/FULL	\$1,353.75
Check Total:						\$1,353.75
7400024729	01/21/2021	1167	TIME FOR KIDS	10.0.1100.410.23.0000.02	SOCIAL STUDIES SUPPLIES – RUTLEDGE	\$543.97
7400024729	01/21/2021	1167	TIME FOR KIDS	10.0.1100.410.23.0000.02	SOCIAL STUDIES SUPPLIES – RUTLEDGE	\$1,096.12
Check Total:						\$1,640.09
NCB	01/15/2021	1165	VALIC	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$50.00
NCB	01/15/2021	1165	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$1,804.45
NCB	01/15/2021	1165	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	\$812.50

# Lincolnwood School District 74

## Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE

Date Range: 01/01/2021 - 01/31/2021

Sort By: Vendor

Fiscal Year: 2020-2021

Voucher Range: -

Dollar Limit: \$0.00

☐ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
Check Total:						\$2,666.95
7400024685	01/07/2021	1159	VANGUARD ENERGY SERVICES	20.0.2540.465.00.0000.00	NATURAL GAS	\$6,981.04
Check Total:						\$6,981.04
7400024730	01/21/2021	1167	VANGUARD ENERGY SERVICES	20.0.2540.465.00.0000.00	NATURAL GAS	\$8,513.96
Check Total:						\$8,513.96
NCB	01/12/2021	1160	VERIZON	10.0.1100.310.05.0000.00	HOTSPOT DATA REFILL	\$165.00
NCB	01/12/2021	1160	VERIZON	10.0.1100.310.05.0000.00	HOTSPOT DATA	\$39.66
Check Total:						\$204.66
7400024731	01/21/2021	1167	WHITT LAW LLC	10.0.2310.318.00.0000.00	LEGAL SERVICES RENDERED	\$6,405.00
Check Total:						\$6,405.00
7400024686	01/07/2021	1159	WORDMASTERS	10.0.1650.400.00.0000.00	Wordmasters Grade 5, Blue Division (Team Lead:	\$99.00
Check Total:						\$99.00
Bank Total:						\$598,862.37

Fund	Amount
10	\$462,800.81
20	\$110,331.76
60	\$17,065.00
90	\$8,664.80
Fund Totals:	\$598,862.37

End of Report

Disbursements Grand Total: \$598,862.37