



# Board of Education Regular Meeting January 26, 2023

## MEETING INFORMATION

The regular meeting on Thursday, January 26, will take place in the new Hendee Rooms of Jefferson School located at 8200 Greendale Ave in Niles. The main entrance doors (#9) will open at 6:45 pm, 15 minutes before the start of the regular meeting.

You can view the meeting online via livestream by clicking [on this link](#) starting at 7 pm. Please note that in addition to attending the meeting in person, you also have the option to email public comments which will be included with the name of the submitter in the next regular board meeting report. Please write your comments in accordance with [Board Policy 2:230](#), including ensuring a 3-minute time limit when read. The email for public comments is available 24 hours before the start of the meeting. **Please do not email public comments once the meeting and opportunity for public comments have concluded.**

**Anyone attending in person will also have the opportunity to speak at the podium during the public comments portion of the meeting.**

**Please email your comments to:** [d64-publiccomments@d64board.org](mailto:d64-publiccomments@d64board.org)

Please note that District 64 is following all meeting guidelines identified by the state.

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**Revised**

**Meeting of the Board of Education  
Park Ridge – Niles CCSD 64**

**Regular Board Meeting Agenda  
Thursday, January 26, 2023  
Jefferson School - Hendee Rooms  
8200 W Greendale Ave, Niles**

*On some occasions, the order of business may be adjusted as the meeting progresses to accommodate Board members' schedules, the length of sessions, breaks, and other needs.*

**6:30 p.m. Meeting of the Board Convenes**  
Roll Call

**Board Recesses & Adjourns to Closed Meeting**

--The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act [5 ILCS 120/2(c)(1)]; and Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees [5 ILCS 120/2(c)(2)].

**7:00 p.m. Board Adjourns from Closed Meeting & Resumes Regular Meeting**

**Pledge of Allegiance**

**Opening Remarks from the President of the Board**

**A-1 Spotlight on Lincoln Middle School**  
--David Szwed, Lincoln School Principal

**Mascots & School Website Update**  
--Chris Lilly, Communications Specialist

**Public Comments**

This is the point of the meeting where we welcome public comments. Each speaker is given three minutes to address the Board. Comments may be made on almost any matter related to the operation of schools, but we ask that you refrain from making comments concerning individual students or staff members. The Board uses this time to listen to community questions and concerns but will not respond immediately to requests for information. Additionally, the Board cannot take formal action on non-agenda items. Contact the Board president by email if you wish to discuss your topic further. Please come forward to the microphone and state your name and, if comfortable, your address for the minutes.

**A-2 Approval of Meeting Agenda**

--Board President

The Board reserves the right to review the agenda at the beginning of each meeting and request additions, amendments, or deletions prior to approval.

- A-3 Adoption of Resolution #1306 Directing the Chief School Business Official Under the Direct Supervision of the Superintendent to Begin Preparation of a Tentative Budget for the 2023-2024 Fiscal Year in accordance with Board Policy 4:10 Fiscal & Business Management & the Illinois School Code 105 ILCS 5/17-1**  
--Chief School Business Official *Action Item 23-01-1*
- A-4 Approval of Settlement Agreement with Non-Certified Employee**  
--Board President *Action Item 23-01-2*
- A-5 Approval of Seventh Amendment to Regular Education Transportation Services Contract  
Approval of Fifth Amendment to Special Education Transportation Services Contract**  
--Chief School Business Official *Action Item 23-01-3*  
*Action Item 23-01-4*
- A-6 Discussion & Approval of Student Fees & Kindergarten Tuition for 2023-2024**  
--Chief School Business Official *Action Item 23-01-5*
- A-7 Approval of Architect of Record**  
--Chief School Business Official *Action Item 23-01-6*
- A-8 Adoption of Resolution #1307 Authorizing the Engagement of a Real Estate Broker To Sell Real Property**  
--Chief School Business Official *Action Item 23-01-7*
- A-9 Recommendations & Approval of Purchases & Contracts for the 2023 E-Rate Projects**  
--Director of Technology *Action Item 23-01-8*  
*Action Item 23-01-9*
- A-10 Approval of Recommended Personnel Report**  
--Board President *Action Item 23-01-10*
- A-11 Consent Agenda**  
--Board President *Action Item 23-01-11*
- Bills, Payroll, & Benefits
  - Approval of Financial Update for the Period Ending November 30, 2022
  - Approval of Intergovernmental Agreement with the City of Park Ridge for Crossing Guards
  - Destruction of Audio Closed Recordings (none)
- A-12 Approval of Minutes**  
--Board President *Action Item 23-01-12*
- December 15, 2022 - Regular Meeting
- A-13 Discussion & Approval of Selected Executive Search Firm for the Superintendent Search**  
--Board Vice-President *Action Item 23-01-13*
- A-14 Other Discussions & Items of Information**  
--Superintendent
- Upcoming Meeting Agenda
  - FOIA requests
  - Memorandum of Information (none)
  - Public Comments Emailed on December 15, 2022
- A-15 New Business**
- Adjournment**

**Next Meeting:**                    **Thursday, February 16, 2023**  
Regular Meeting - 7:00 p.m.  
**Jefferson School - Hendee Rooms**  
8200 W Greendale Ave, Niles, IL 60714



To: Board of Education  
From: Chris Lilly, Communications Specialist  
Date: January 26th, 2023  
Re: Mascots and School Website Update

I'm thrilled to present to you the new District 64 school mascot logos and update you on the ongoing redesign of each school's website.

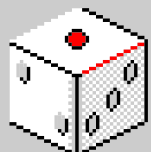
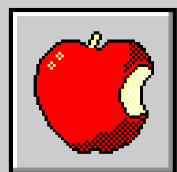
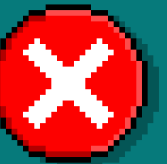
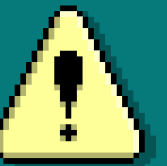
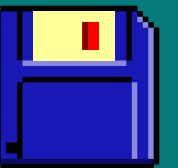
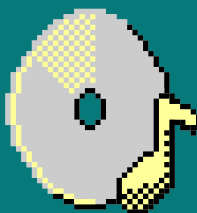
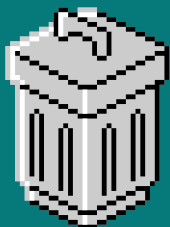
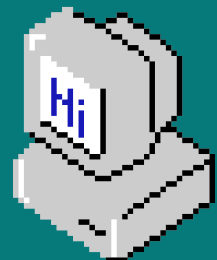
We partnered with Substance Strategic Visual Communications to create new mascots for each of our eight schools. These new logos establish a more professional and consistent visual identity across our schools.

After months of collaboration with the graphic designer and our building and district administration teams, we have finished the mascot logos. We are ready to implement them within our branding efforts.

We are ready to move forward with redesigns for all of the school's websites. The new school websites will go live and be available to the public on Friday, January 27th, 2023. The URLs remain the same, but you'll notice a visual difference. These updates follow the same design as [www.d64.org](http://www.d64.org). By following the District template, the changes make the websites easier to navigate while emphasizing storytelling.

Not only will the new websites benefit the community by being more user-friendly, but they will also strengthen the visual identity of the schools and District.

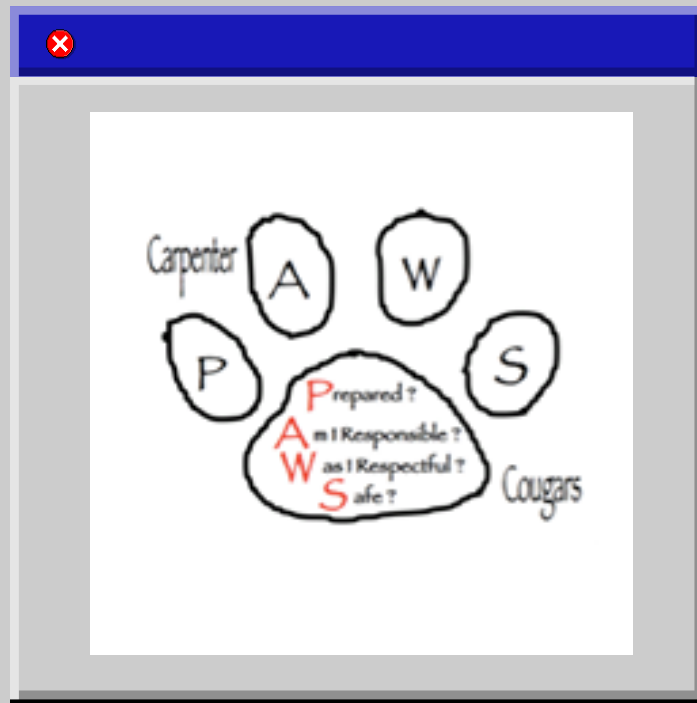
# District 64 School Mascot Logos Refresh & Website Update



11:11PM

# Old School Logos

Carpenter



Field



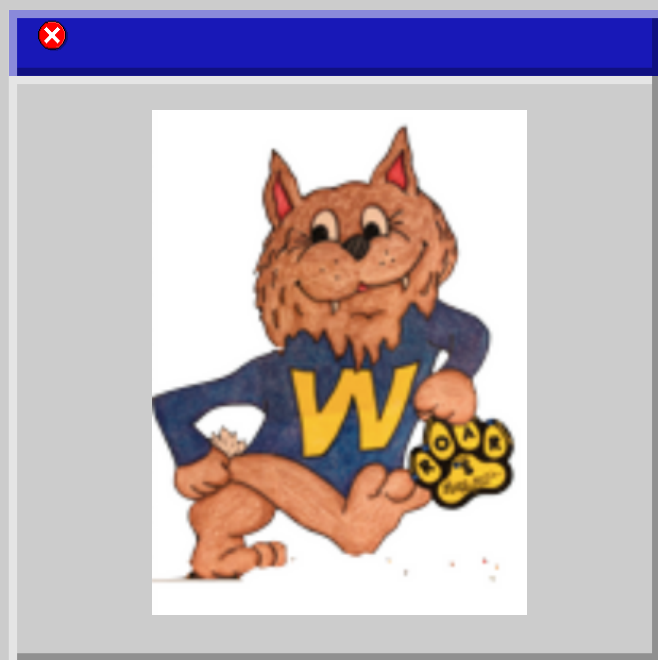
Franklin



Roosevelt



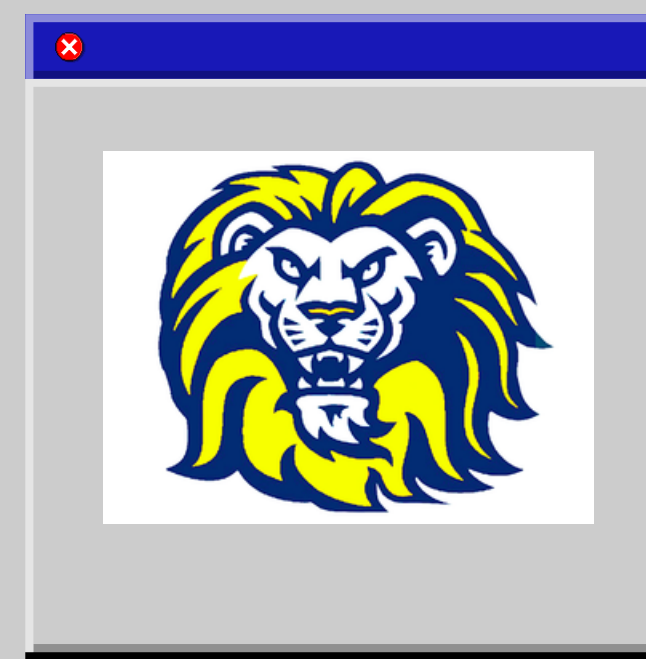
Washington



Emerson



Lincoln



Jefferson





## New Logos





# District 64 Branding



We partnered with Substance Graphics to establish a more professional and consistent visual identity across all eight schools.



**Modernizing logos** so that all the school logos can connect visually.





# Carpenter Cougars



# Field Phoenix



# Franklin Falcons





# Roosevelt Tigers



# Washington Wildcats



# Emerson Eagles





# Lincoln Lions





# Jefferson Butterflies





# **D64. Org Redesign Part II: School Websites**

- Make the website easier to navigate
- Declutter
- Keep it current
- Put stories at the forefront

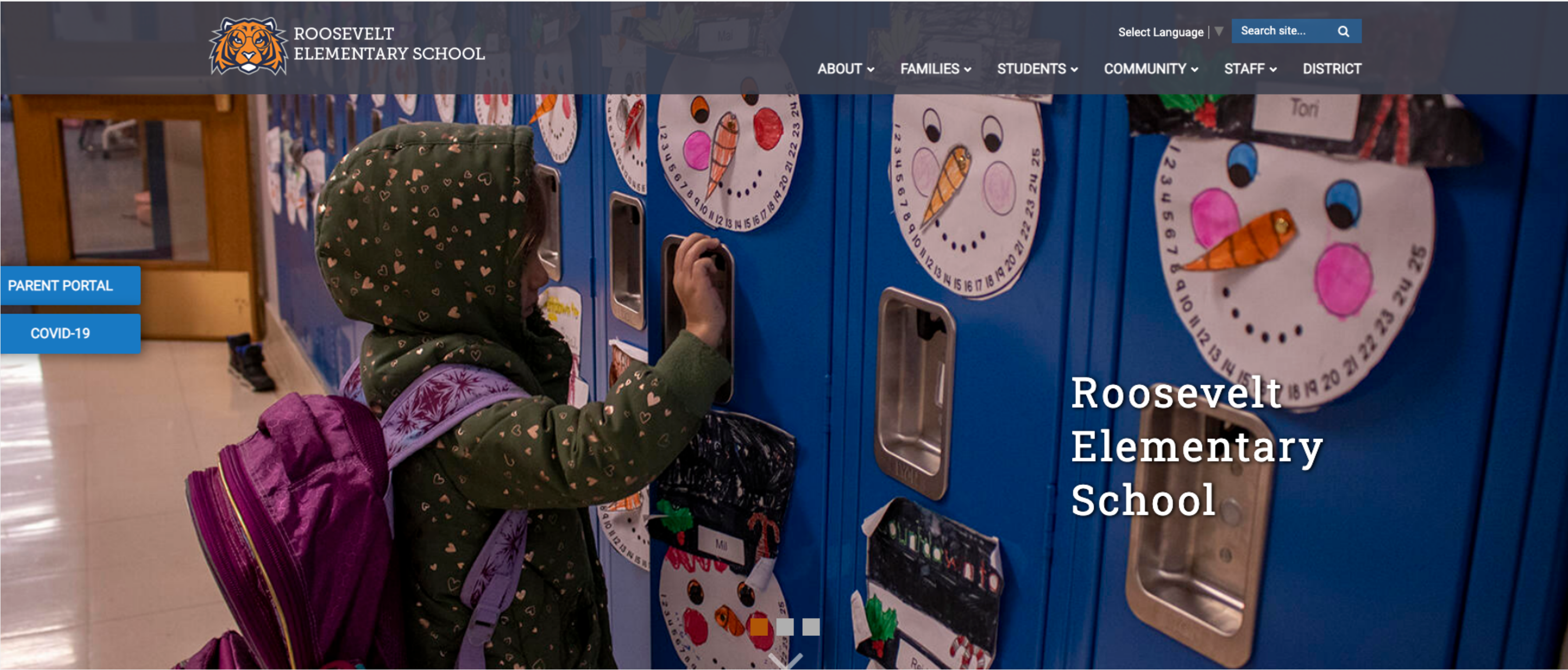






# New School Websites

Launching Friday, January 27th









# New School Websites


Launching Friday, January 27th





ROOSEVELT  
ELEMENTARY SCHOOL


Select Language | Search site... 


ABOUT ▾ FAMILIES ▾ STUDENTS ▾ COMMUNITY ▾ STAFF ▾ DISTRICT


CALENDAR

EMPLOYMENT


STAFF DIRECTORY


CONTACT US


REGISTRATION

ONLINE PAYMENTS

#EngageD64: We love sharing stories from Roosevelt and all around District 64. Follow along to see more videos, pictures and stories from the students and staff who make D64 the Destination District.

 D64 NEWS ON FACEBOOK

 D64 NEWS ON TWITTER

 D64 ON YOUTUBE

## Stories From Roosevelt





Approval of Meeting Agenda

The Board reserves the right to review the agenda at the beginning of each meeting and request additions, amendments, or deletions prior to approval.

To: Board of Education  
Dr. Eric Olson, Superintendent  
From: Dr. Adam Parisi, Chief School Business Official  
Date: January 26, 2023  
Re: Adoption of Resolution #1306 Directing the Chief School Business Official Under the Direct Supervision of the Superintendent to Begin Preparation of the Tentative Budget for the 2023-2024 Fiscal Year

Every January, the administration requests authority to begin preparation of the next fiscal year's budget. The budget project takes many months and input from a wide range of individuals both internally as well as outside the District with vendors that the District contracts with for the following fiscal year. Some examples include curriculum adoptions, transportation, food service, etc.

Inside District 64, the business operations office works with curriculum specialists, department heads, principals and central office administrators to develop a budget that addresses the education of our students and advances the areas of focus within the Strategic Plan while maintaining a fiscally conservative budget.

ACTION ITEM 23-01-01

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, adopt Resolution #1306, directing the Chief School Business Official Under the Direct Supervision of the Superintendent to Begin Preparation of a Tentative Budget for the 2023-2024 Fiscal Year in Accordance with Board Policy 4:10 Fiscal and Business Management and the Illinois School Code 105 ILCS 5/17-1.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

**ADOPTION OF RESOLUTION #1306 DIRECTS THE CHIEF SCHOOL BUSINESS  
OFFICIAL UNDER THE DIRECT SUPERVISION OF THE SUPERINTENDENT  
TO BEGIN PREPARATION OF THE TENTATIVE BUDGET FOR 2023-2024  
FISCAL YEAR**

The Board of Education authorizes and directs the Chief School Business Official under the direct supervision of the Superintendent, or his designee, to prepare a Tentative Budget for the 2023-2024 fiscal year to be presented to the Board of Education on or before August 31, 2023.

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Dr. Denise Pearl  
President  
Board of Education  
Park Ridge-Niles CCSD 64  
Cook County, Illinois

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Phyllis Lubinski  
Board Secretary

Adopted this 26<sup>th</sup> day of January 2023

**Approval of Settlement Agreement & General Release**

**ACTION ITEM 23-01-2**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the settlement agreement and general release by and between the Board of Education, and John Samp.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

## **GENERAL RELEASE AND RESIGNATION AGREEMENT**

This GENERAL RELEASE AND RESIGNATION AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between JOHN SAMP (hereinafter "Samp") and PARK RIDGE-NILES SCHOOL DISTRICT #64 (hereinafter "the School District") with reference to the following:

WHEREAS, Samp has filed a workers' compensation claim against the School District, Case No. 21 WC 14668, based on an alleged accident of April 13, 2021, and made certain allegations (hereinafter "the workers' compensation claim");

WHEREAS, Samp has agreed to resign from employment with the School District;

WHEREAS, the School District repeatedly has denied and continues to deny any liability to Samp or acting wrongfully, improperly or unlawfully toward Samp;

WHEREAS, the parties hereto desire to settle, compromise and terminate forever all threatened litigation and disputes between them, and any and all claims, causes of action, disputes and disagreements Samp has against the School District without any admission of wrongdoing or improper conduct by the School District;

WHEREAS, the releases of the School District herein are the essence of the consideration to the School District to enter into this Agreement;

NOW THEREFORE, in consideration of the foregoing, the terms and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Samp and the School District agree as follows:

**A. DEFINITIONS.** For purposes of this Agreement, the School District shall mean the School District in addition to its board, board members, elected officials, officers, directors, agents, employees, attorneys, representatives, predecessors, successors, subsidiaries, shareholders, insurers and any parent, affiliate or related company of every kind and nature and/or those with any ownership interest in the School District and all of their respective heirs, administrators, executors, successors and assigns.

**B. NO OTHER REPRESENTATIONS.** Samp and the School District represent and warrant that no promise or inducement has been offered or made except as set forth herein and that they are entering into and executing this Agreement without reliance on any statement or representation by Samp or the School District or any person(s) acting on their behalf not set forth within this Agreement.

**C. NON-ASSIGNMENT OF RIGHTS.** Samp represents and warrants that he has not sold, assigned, transferred, conveyed or otherwise disposed of to any third party, by operation of law or otherwise, any action, cause of action, debt, obligation, contract, agreement, covenant, guarantee, judgment, damage, claim, counterclaim, liability, or demand of any nature whatsoever relating to any matter covered by this Agreement.

**D. MUTUAL DRAFTING.** Each party to this Agreement has been given an opportunity to participate in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the language in the Agreement shall not be construed against either party.

**E. SETTLEMENT PAYMENT.** As full and final settlement and release of any and all potential claims that have been or could be made by Samp as set forth herein, with the exception of the workers' compensation claim the separate settlement of which is acknowledged in section L below, the School District shall pay Samp a single, one-time payment in the gross amount of One Hundred Dollars (\$100.00) ("the Settlement Proceeds"). With respect to the Settlement Proceeds, Samp understands and agrees that the School District makes no representations or warranties regarding the tax treatment of the Settlement Proceeds or the manner of payment and acknowledges that he has relied solely on his own legal counsel or tax advisors concerning any tax implications of the payments herein. Samp agrees that he is solely responsible for payment of any taxes, interest and penalties which may be due on the settlement proceeds and that he will not seek to recover from the School District for any of his tax liability or related costs that he suffers as a result of the treatment of the payment, nor will he seek to recover from the School District

any interest, payment or penalties imposed upon him for taxes which may be determined to be due. In the event that any taxing authority seeks to recover from the School District taxes or any other amounts deemed to be due from the School District as a result of the payment to Samp, or seeks to recover interest and/or impose a penalty for failure to withhold such taxes, Samp hereby agrees to defend, indemnify and hold the School District harmless against any and all damages incurred as a result of Samp's failure to pay his taxes, interest, and/or penalties.

**F. NO OTHER CHARGES OR COMPLAINTS.** Other than the workers' compensation claim, Samp represents and warrants that he has not initiated or filed any complaint, charge, Lawsuit or other legal, administrative, equitable or other proceeding against the School District with any government agency, forum or any court.

**G. RESIGNATION FROM EMPLOYMENT AND NO RIGHT TO RE-EMPLOYMENT.** Samp acknowledges that he hereby resigns from the School District effective upon his execution of this document and that he shall not apply for, seek, or attempt to gain employment at any time with the School District. Samp further agrees not to accept assignment, referral, or placement for any position with the School District at any time. This resignation is completely voluntary and given freely without any undue influence, threat or coercion.

**H. GENERAL RELEASE AND COVENANT NOT TO SUE.** In consideration of the promises and obligations set forth in this Agreement, Samp and anyone claiming through him including, but not limited, to his past, present and future spouses, family members, estate, heirs, agents, attorneys or representatives, fully, finally and unconditionally release and forever discharge, to the maximum extent allowable by law, the School District and its former and current board, board members, elected officials, officers, directors, employees, members, representatives, insurers and agents and all of their respective predecessors, successors, and assigns and any parent, affiliate, subsidiary, related company of every kind and nature and/or those with any ownership interest in the School District and all of their respective heirs, administrators, executors, successors and assigns (collectively "Released Parties"), in their personal, corporate and representative capacities, from any and all rights, claims, liabilities, obligations, damages, costs, expenses, attorneys' fees, suits, actions, and demands, of any and every kind, nature and character, known or unknown, liquidated or unliquidated, absolute or contingent, in law and in equity, enforceable or arising under any local, state or federal common law, statute or ordinance relating to his employment with the School District or any actions, statements, or omissions of the School District or any of the Released Parties occurring through the date Samp executes this Agreement, including but not limited to all claims for defamation, wrongful termination, retaliation, back pay and benefits, pain and suffering, negligent or intentional infliction of emotional distress, breach of contract, interference with contractual relations, tort claims, employment discrimination claims, and all claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Acts of 1866 and 1871, the Americans with Disabilities Act, as amended, the Illinois Human Rights Act, as amended, the Age Discrimination in Employment Act of 1967, as amended (ADEA), the Older Workers Benefit Protection Act, the Fair Labor Standards Act, the Illinois Minimum Wage Law, the Illinois Wage Payment and Collection Act, the Lily Ledbetter Fair Pay Act, the Illinois Whistleblower Reward & Protection Act, the Illinois Whistleblower Act, the Occupational Safety and Health Act, Workers Adjustment and Retraining Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Genetic Information Nondiscrimination Act, and the Chicago and Cook County Human Rights Ordinances, and any other statute, authority or law providing a cause of action as to Samp's employment with and/or separation from the School District, or any actions, statements, or omissions of the School District or any of the Released Parties occurring prior to Samp's execution or reaffirmation of this Agreement. Samp agrees not to bring any arbitration, charge, claim, or lawsuit against the School District or any of the Released Parties with respect to rights and claims covered by this release. Samp agrees that this release shall not affect his right to enforce this Agreement and excludes any claims that cannot be waived by law. Nothing in this Agreement shall be construed to prohibit Samp from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Samp understands and agrees that he is waiving his right to any monetary recovery or other relief in connection with any such charge filed by him or in the event that any agency pursues any claims on his behalf.

By signing this document, Samp also waives any rights which he has or may have against the School District arising at any time from his alleged work-related injury of April 13, 2021 or any other date.

This release shall be deemed to apply to all claims and other things so remised, released and discharged under all of the above terms regardless of whether or not any such claim or other thing shall have been known to or

anticipated by Samp on the date of this Agreement, it being the intention of the parties that the Released Parties shall not have any liability or obligation of any kind or character whatsoever to Samp by reason of any agreement made, any duty owed, or any act or failure to act occurring on or prior to the date of this Agreement, except as otherwise provided herein.

**I. THE SCHOOL DISTRICT'S RIGHT TO RECOVER.** Nothing in this Agreement shall be construed to bar the School District's right to recover any payments made pursuant to Section 5(b) of the Illinois Workers' Compensation Act. The School District specifically reserves their right to take any necessary action and/or file any claim against any person or entity to recover the payments made pursuant to Section 5(b) of the Illinois Workers' Compensation Act.

**J. EFFECTS OF BAR.** It is the intention of Samp in executing this Agreement that it shall be effective as a bar to each and every claim, demand and cause of action hereinabove mentioned or implied; Samp consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, charges and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove mentioned or implied. Samp acknowledges and agrees that this waiver, and each and every release provided herein, is an essential and material term of this Agreement and without each and every such waiver and release this Agreement would not have been entered into. Samp acknowledges that any breach of this paragraph shall constitute a material breach of this Agreement and, for any breach of this paragraph the School District shall be entitled to recover any and all reasonable attorneys' fees and costs incurred as a result of such breach in addition to any other damages. Samp further agrees that in the event he brings his own claim in which he seeks damages against the School District, or in the event he seeks to recover against the School District in any claims brought on his behalf, the General Release in this Agreement shall serve as a complete defense to such claims.

**K. TIME TO CONSIDER / REVOCATION PERIOD.** In conformity with the Older Workers Benefit Protection Act (as amended), Samp acknowledges the following:

- (a) This Agreement is written in a manner that Samp understands;
- (b) Samp has been advised to consult with an attorney prior to executing this Agreement;
- (c) This Agreement represents Samp's knowing and voluntary waiver of any and all claims that he might have, including without limitation, any and all claims arising under the ADEA;
- (d) Samp has not waived any rights or claims that may arise after the date of execution of this Agreement except those expressly stated herein;
- (e) Samp waives rights and/or claims under the Older Workers Benefit Protection Act only in exchange for consideration in the form of something of value to which Samp was not otherwise entitled;
- (f) Samp has been advised that he has twenty-one (21) days following the receipt of this Agreement to consider executing it;
- (g) If Samp signs this Agreement, prior to the expiration of that twenty-one (21) day period, he has done so voluntarily and without coercion;
- (h) Samp shall have the right to revoke this Agreement for a period of seven (7) days following Samp's execution of it;
- (i) To be effective, the School District must receive written notice of Samp's revocation no later than the seventh day following the date of Samp's execution of this Agreement and that Samp's written notice must be received by the School District c/o its attorney, Elena K. Cincione, Wiedner & McAuliffe, Ltd., 1 N. Franklin St., Suite 1900, Chicago, IL 60606;
- (j) In the event Samp elects to revoke this Agreement, all obligations of the School District shall be null and void and shall have no force or effect, including, without limitation, any obligation to pay the Settlement Proceeds; and
- (k) This Agreement will not become effective and enforceable unless and until the seven (7) day revocation period passes without Samp's revocation.

**L. SETTLEMENT OF WORKERS' COMPENSATION CLAIM.** Samp acknowledges that he is entering into this Agreement in conjunction with the settlement of the workers' compensation claim. The consideration for Samp to settle his workers' compensation claim is recited in a separate lump sum settlement agreement regarding settlement of these claims. Samp expressly acknowledges and agrees that his resignation and all

terms and conditions set forth in this agreement shall be effective regardless of whether the settlement of the workers' compensation claim is approved by the Illinois Workers' Compensation Commission.

**M. ENTIRE AGREEMENT.** The consideration stated herein is the sole consideration for this Agreement. This Agreement and the lump sum settlement agreement referenced in paragraph L reflect the entire agreement between the School District and Samp and supersede all prior or contemporaneous agreements, discussions, or representations, oral or written, with respect to the subject matter hereof. No modifications or amendments to this Agreement shall be valid unless made in writing and signed by or on behalf of each party hereto by a duly authorized representative.

**N. AGREEMENT AS DEFENSE.** Samp fully understands and agrees that this Agreement may be pled as a complete defense to any past, present or future claims or entitlements released and waived by this Agreement which may be subsequently asserted in any suit, charge or claim between Samp and the School District.

**O. NON-ADMISSION OF THE SCHOOL DISTRICT.** Samp recognizes and acknowledges that the School District has entered into this Agreement in a gesture of good faith to resolve any disputes between the parties, and neither this Agreement nor the benefits provided herein are to be deemed or construed to be or utilized as an admission of any wrongdoing or any improper or unlawful conduct by the School District, all liability being expressly denied. It is further expressly agreed and understood that this Agreement may not be used, or be admissible, in any proceeding, except one to enforce this Agreement or as otherwise required by law or as set forth in Section N above.

**P. EFFECTUATION.** Each of the parties agrees to execute any and all additional documents necessary to effectuate the intent and purpose of this Agreement.

**Q. BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of Samp and the School District and their heirs, executors, conservators, attorneys, administrators, successors and assigns. Samp and the School District represent and warrant that their execution and performance of this Agreement does not violate any agreement, court order or other covenant or restriction binding upon that party.

**R. ADDITIONAL CLAIMS.** Samp is aware that hereafter there may be a discovery of claims or facts in addition to or different from those he now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of Samp to settle and release fully, finally, and forever all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between them, whether suspected or unsuspected. In furtherance of this intention, the release given herein shall be and remain in effect as a full and complete release of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

**S. CHOICE OF LAW.** This Agreement shall be interpreted in accordance with the internal laws of the State of Illinois.

**T. COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original for all purposes. A facsimile signature shall be deemed an original for purposes of this Agreement.

**U. KNOWING AND VOLUNTARY ACTION.** Samp acknowledges that he is represented by counsel in this matter, that he has consulted that counsel before signing this Agreement, that he and his counsel had the opportunity to review, negotiate, draft and suggest changes to this Agreement, that he understands this Agreement and all of its terms, and that he has had sufficient time to consider the Agreement before signing. Samp further



acknowledges that his resignation, release and waiver of rights is completely voluntary and is given of his own free will without any influence of threat or coercion.

**V. SECTION HEADINGS.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

**W. SEVERABILITY.** In the event that any provision of this Agreement, or portion thereof, shall be determined to be invalid or unenforceable for any reason, such provisions or portions thereof shall be severed from this Agreement and the remaining provisions of this Agreement and portions thereof shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law. Notwithstanding the foregoing, Samp and the School District each agree that he/it shall not at any time attempt to challenge the enforceability of the releases in this Agreement. The waiver by any party of a breach or violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent or continuing breach thereof.

EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT THE PARTY IS REPRESENTED BY COUNSEL AND HAS CONSULTED WITH THE PARTY'S RESPECTIVE ATTORNEY(S) THROUGHOUT THESE PROCEEDINGS, INCLUDING ABOUT THE PROVISIONS OF THIS AGREEMENT. SAMP FURTHER REPRESENTS AND WARRANTS THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS ITS TERMS AND ITS LEGAL CONSEQUENCES, HAS BEEN AFFORDED SUFFICIENT TIME IN WHICH TO CONSIDER THIS AGREEMENT AND ITS RELEASE OF ALL CLAIMS, EXCEPT AS SET FORTH HEREIN, AND IS ENTERING INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

\_\_\_\_\_  
Employee, John Samp

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patrick J. Ryan  
Attorney for John Samp

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President  
Park Ridge-Niles School District #64

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary  
Park Ridge-Niles School District #64

\_\_\_\_\_  
Date

To: Board of Education  
Dr. Eric Olson Superintendent  
From: Dr. Adam Parisi, Chief School Business Official  
Date: January 26, 2023  
Re: Approval of Seventh Amendment to Regular Education Transportation Services Contract  
Approval of Fifth Amendment to Special Education Transportation Services Contract

In spring 2017, the administration went out to publicly bid for both regular and special education transportation. The District received only one bid for each contract, which was from the current transportation company, Lakeview Bus Lines, Inc. Since then, the District has continued to approve one-year extensions to the transportation contracts.

Given the current climate in the transportation industry, it is not advantageous to go out to bid at this time. Going out to bid would most likely increase prices or there could possibly be a situation where there would be no company that would present a bid. There is both a driver shortage and a new bus procurement issue at this time. Surrounding districts are still receiving double digit increases at this time.

These amendments will extend the agreements through the 2023-2024 school year. The percentage increase will be 6.7% over the 2022-2023 rates.

ACTION ITEM 23-01-3

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Seventh Amendment to the Regular Education Transportation Services Contract with Lakeview Bus Lines, Inc. at a 6.7% increase in the current rates for regular transportation.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

ACTION ITEM 23-01-4

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Fifth Amendment to the Special Education Transportation Services Contract with Lakeview Bus Lines, Inc. at a 6.7% increase in the current rates for special transportation.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

**SEVENTH AMENDMENT TO  
REGULAR EDUCATION TRANSPORTATION  
SERVICES CONTRACT**

**THIS AMENDMENT** entered into as of the 26<sup>th</sup> day of January, 2023 is made by and Between the Board of Education of Park Ridge-Niles Community Consolidated School District No. 64, Cook County, Illinois. (“Board”) and Lakeview Bus Lines, Inc., (“Contractor”) (collectively referred herein as “the Parties”).

**WITNESSETH**

**WHEREAS**, the parties entered into that certain Transportation Services Contract, effective July 1, 2017, (“Agreement”), for Regular Education school year and extended school year student Transportation services; and

**WHEREAS**, on January 20, 2022, the parties entered into an Amendment to the Agreement, extending the terms thereof through June 30, 2022 and

**WHEREAS**, The Parties desire to further extend the term of the Agreement.

**NOW, THEREFORE**, for good and valuable consideration the receipt of which is Acknowledged by the Parties, it is mutually agreed to as follows:

1. **TERM.** The term of the Agreement is hereby extended for one (1) additional year commencing July 1, 2023, and continuing through June 30, 2024.
2. **Compensation.** The rates for the services provided hereunder shall increase in the amount of 6.7% over the rates for the 2022-2023 contract year.
3. **Conflict of Terms.** Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect matching the terms from the 2022-2023 contract year. To the extend any of the terms and conditions of the original Agreement conflict with the terms and conditions of this Amendment, the terms and conditions contained herein shall control

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, this amendment has been signed on behalf of the Parties hereto by the persons duly authorized on the day and year first written above.

**BOARD OF EDUCATION OF  
PARK RIDGE – NILES COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT  
No. 64 , COOK COUNTY  
ILLINOIS**

**LAKEVIEW BUS LINES, INC.**

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

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

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

President

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

President

**ATTEST:**

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

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

Secretary

**FIFTH AMENDMENT TO  
SPECIAL EDUCATION TRANSPORTATION  
SERVICES CONTRACT**

**THIS AMENDMENT** entered into as of the 26<sup>th</sup> day of January 2023 is made by and Between the Board of Education of Park Ridge-Niles Community Consolidated School District No. 64, Cook County, Illinois. (“Board”) and Lakeview Bus Lines, Inc., (“Contractor”) (collectively referred herein as “the Parties”).

**WITNESSETH**

**WHEREAS**, the parties entered into that certain Transportation Services Contract, effective July 1, 2017, (“Agreement”), for Regular Education school year and extended school year student Transportation services; and

**WHEREAS**, on January 20, 2022, the parties entered into an Amendment to the Agreement, extending the terms thereof through June 30, 2023 and

**WHEREAS**, The Parties desire to further extend the term of the Agreement.

**NOW, THEREFORE**, for good and valuable consideration the receipt of which is Acknowledged by the Parties, it is mutually agreed to as follows:

1. **TERM.** The term of the Agreement is hereby extended for one (1) additional year commencing July 1, 2023 and continuing through June 30, 2024.
2. **Compensation.** The rates for the services provided hereunder shall increase in the amount of 6.7% over the rates for the 2022-2023 contract year.
3. **Conflict of Terms.** Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect matching the terms from the 2022-2023 contract year. To the extend any of the terms and conditions of the original Agreement conflict with the terms and conditions of this Amendment, the terms and conditions contained herein shall control

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, this amendment has been signed on behalf of the Parties hereto by the persons duly authorized on the day and year first written above.

**BOARD OF EDUCATION OF  
PARK RIDGE – NILES COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT  
No. 64 , COOK COUNTY  
ILLINOIS**

**LAKEVIEW BUS LINES, INC.**

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

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

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

President

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

President

**ATTEST:**

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

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

Secretary

To: Board of Education  
Dr. Eric Olson, Superintendent  
From: Dr. Adam Parisi, Chief School Business Official  
Date: January 26, 2023  
Re: Discussion & Approval of Student Fees & Kindergarten Tuition for 2023-2024

As part of the budgeting process, the administration has begun to look at academic fees, participatory fees, transportation fees, as well as tuition for both preschool and kindergarten. There is both an education philosophy and an economic approach when analyzing these fees.

Understanding both educational and economic needs of the District, the administration is recommending maintaining the rates of most fees (Attachment A) from the 2022-2023 school year; \$84 for preschool, \$114 for half day kindergarten, \$227 for full day kindergarten and all elementary, and \$315 for middle school. This would be the 15th consecutive year the **required** fees for grades one through eight will remain the same.

There are two areas of need where fees should increase. One is transportation where an increase of \$40 is recommended to help offset transportation costs. This change will increase the annual payment from \$510 to \$550. The second is for Chorus participatory fees to be increased to bring them closer in line with instrumental music. Therefore, the elementary rate will increase from \$5 to \$25, and the middle school rate will increase from \$15 to \$40.

This upcoming year, all community preschool students who are 3, 4, and 5 years old will attend five days a week. The administration is recommending preschool fees to remain flat. In addition, the administration is also recommending the cost of kindergarten tuition to remain flat.

Once the Board approves the 2023-2024 student fees, we will update the District website with the information. We will also continue to include this information in the online registration form that will be available in February 2023.

**ACTION ITEM 23-01-5**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the 2023-2024 student fees and kindergarten tuition as presented.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:



**Park Ridge Niles Community Consolidated School District 64**  
**2023-2024 School Fees**

	<b>2023-2024</b>	<b>2022-2023</b>	<b>\$ Change</b>
<b>Required Fees</b>			
Preschool	\$84	\$84	\$0
Half Day Kindergarten	\$114	\$114	\$0
Full Day Kindergarten	\$227	N/A	N/A
Elementary Grades 1-5	\$227	\$227	\$0
Middle School	\$315	\$315	\$0
<b>Participatory Fees</b>			
Instrumental Music			
Beginner	\$40	\$40	\$0
Advanced	\$40	\$40	\$0
Chorus - Elementary	\$25	\$5	\$20
Chorus - Middle School	\$40	\$15	\$25
Chromebook Maintenance			
Elementary (Grades K-5)	\$30	\$30	\$0
Middle School	\$30	\$30	\$0
Athletics			
Basketball	\$140	\$140	\$0
Wrestling	\$140	\$140	\$0
Volleyball	\$140	\$140	\$0
Cross Country	\$35	\$35	\$0
<b>Bus Fees</b> <i>(State Reimbursement does not cover the cost of students who are transported and reside within 1 1/2 miles of the attendance center)</i>			
All Year	\$550	\$510	\$40
Cold Weather*	\$210	\$305	-\$95
*Post-Thanksgiving Break-Post Spring Break			
<b>Tuition</b>			
Full Day Kindergarten	\$3,204	\$3,204	\$0
Pre-School (5 Days)	\$3,872	\$3,872	\$0

**Approval of Architect of Record**

The attached agreement (attachment 1) has been reviewed and approved by Hodges Loizzi Eisenhammer Rodick & Kohn LLP.

**ACTION ITEM 23-01-6**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve Wight and Company, as architect of record.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:



# AIA<sup>®</sup> Document B132<sup>™</sup> – 2019

## *Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition*

**AGREEMENT** made as of the 26th day of January in the year 2023  
(In words, indicate day, month, and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

Board of Education of Community Consolidated School District No. 64  
8182 Greendale Avenue  
Niles, IL 60714

and the Architect:  
(Name, legal status, address, and other information)

Wight & Company  
2500 North Frontage Road  
Darien, IL 60561

for the following Project:  
(Name, location, and detailed description)

This is a Master Agreement for multiple projects, as may be further detailed in Project Authorization Exhibits to be executed by the Parties upon mutual agreement. The agreed upon Project Authorization Exhibits shall be attached to this Agreement as Exhibit A for the Project authorized by the Owner. The Project Authorization Exhibits shall establish the specific services and requirements for the Project.

The Construction Manager:  
(Name, legal status, address, and other information)

Nicholas & Associates, Inc.  
1001 Feehanville Drive  
Mt. Prospect, IL 60056

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232<sup>™</sup>–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232<sup>™</sup>–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

As set forth in the applicable Project Authorization Exhibit.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

As set forth in the applicable Project Authorization Exhibit.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

As set forth in the applicable Project Authorization Exhibit.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

As set forth in the applicable Project Authorization Exhibit.

.2 Construction commencement date:

As set forth in the applicable Project Authorization Exhibit.

**.3 Substantial Completion date or dates:**

As set forth in the applicable Project Authorization Exhibit.

**.4 Other milestone dates:**

As set forth in the applicable Project Authorization Exhibit.

**§ 1.1.5** The Owner intends the following procurement method for the Project:  
*(Identify method such as competitive bid or negotiated contract.)*

As set forth in the applicable Project Authorization Exhibit.

**§ 1.1.6** The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

As set forth in the applicable Project Authorization Exhibit.

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

As set forth in the applicable Project Authorization Exhibit.

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:  
*(List name, address, and other contact information.)*

As set forth in the applicable Project Authorization Exhibit.

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

As set forth in the applicable Project Authorization Exhibit.

**§ 1.1.10** The Owner shall retain the following consultants and Contractors:  
*(List name, legal status, address, and other contact information.)*

**.1 Construction Manager:**

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)*

As set forth on page one hereof.

**.2 Land Surveyor:**

As set forth in the applicable Project Authorization Exhibit.

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**.3 Geotechnical Engineer:**

As set forth in the applicable Project Authorization Exhibit.

**.4 Civil Engineer:**

As set forth in the applicable Project Authorization Exhibit.

**.5 Other consultants and Contractors:**

*(List any other consultants and Contractors retained by the Owner.)*

As set forth in the applicable Project Authorization Exhibit.

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

Mr. David Gassen, Architect  
Wight & Company  
2500 N Frontage Road  
Darien, IL 60561

**§ 1.1.12** The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.12.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

As set forth in the applicable Project Authorization Exhibit.

**.2 Mechanical Engineer:**

As set forth in the applicable Project Authorization Exhibit.

**.3 Electrical Engineer:**

As set forth in the applicable Project Authorization Exhibit.

**§ 1.1.12.2** Consultants retained under Supplemental Services:

As set forth in the applicable Project Authorization Exhibit.

**§ 1.1.13** Other Initial Information on which the Agreement is based:

As set forth in the applicable Project Authorization Exhibit.

**§ 1.2** The Owner and Architect may rely on the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Intentionally Deleted.

**§ 1.4** The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or

Init.

entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. In the event of an inconsistency between the Agreement and the Project Authorization Exhibit, the terms of the Project Authorization Exhibit shall govern for that Project.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect represents that it is knowledgeable in school design and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by the Illinois State Board of Education and any other agency with authority over the design of school facilities in effect at the date of the certification of the Drawings and Specifications. The Architect is responsible for all materials specified as to appropriateness for the intended use in an educational facility.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as amended by Owner. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The representative shall remain assigned to the Project for its duration and shall not be removed from the Project by the Architect without the consent of the Owner, which it may withhold in its sole discretion. Should the named representative no longer be employed by Architect during the term of this Agreement, the Architect shall promptly make a recommendation to the Owner as to the appropriate replacement representative for Owner's consideration. If at any time prior to the termination of this Agreement the Owner desires to have the Architect's representative replaced, the Owner shall notify the Architect of such and the parties shall promptly meet to mutually agree upon a replacement.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 Commercial General Liability, on an occurrence basis, with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate, on a project basis covering liability arising from personal injury and advertising injury, property damage, premises, operations, products and completed operations and contractual liability (per CG 00 001 terms, conditions, and exclusions).

§ 2.6.2 Automobile Liability covering owned, leased, rented, and non-owned vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

§ 2.6.4 Workers' Compensation at statutory limits.



§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and in the aggregate. The Architect shall maintain this insurance for at least three (3) years after final completion of the Project.

§ 2.6.7 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Indemnitees (as defined herein) as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Indemnitees' insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The Architect must name the Owner, its individual Board members, officers, directors, employees and agents, as additional insureds on the Comprehensive General Liability, Auto and umbrella or excess policies. The certificate of insurance must provide the Owner with at least thirty (30) days advance written notice of cancellation or material restriction of coverage.

§ 2.6.9 All insurance required of the Architect, with the exception of professional liability, umbrella and excess policies, shall be the primary insurance on a non-contributory basis. With regard to the umbrella and excess policies, such policies shall follow the primary policies in all respects, including non-contributory obligations. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

§ 2.6.10 With the exception of Professional Liability and Workers' Compensation insurance, all insurance required of the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ 2.6.11 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that the obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.

§ 2.6.12 Notwithstanding any other provision contained herein or in any Contract Document, the Owner, at its own option, may satisfy its obligation to purchase any insurance required of the Owner hereunder through its membership in a self-insurance risk pool.

§ 2.6.13 The Architect, on its behalf and on behalf of its insurers, waives any and all rights of subrogation against any additional insured under this Agreement. Notwithstanding any other provision herein or in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer or any self-insured risk pool of which it is a member may have against the Architect or any of its agents or consultants.

§ 2.6.14 The insurance requirements of Architect set forth herein are minimum contractual obligations and shall not preclude the Owner from accessing insurance limits above said stated minimums.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. When providing civil engineering services, Basic Services shall include: the preparation of initial site-related permitting submittals, two revised submittals based on comments to the initial submittals, and applications for county and municipal permits for storm water, sewer, water main and other similar required site infrastructure approvals. The permitting services described above are limited to one permit per regulatory agency per project. The Architect shall exercise reasonable care to engage engineers, consultants, employees, and agents who shall possess the experience, skill, knowledge and character necessary to qualify them individually for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. Said consultants shall carry



professional liability insurance. The Architect assumes full responsibility for the acts, errors and omissions of its consultants.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, Board of Education meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants, unless the Architect knows or should reasonably know, in its professional judgment, that the information provided is inaccurate or incomplete. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware, or has reason to know, in its professional judgment, of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not be exceeded by the Architect or Owner.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's knowingly accepting non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall, with the assistance of the Owner and Construction Manager, prepare and file documents required for the approval of governmental authorities having jurisdiction over the Project.

## § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents, based upon the most current approved Owner's budget, for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on the Owner's program, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. To the extent that the Owner utilizes environmentally responsible design approaches and private, local, state or federal funds may be available as a result, the Architect shall assist the Owner in completing any applications for such funding. If the application process is significant the Architect shall notify the Owner if it believes that such efforts should be considered an Additional Service.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. The Architect shall make a good faith effort to ensure that the Project Schedule provides sufficient time for multiple reviews of the Schematic Design Documents by Owner, so as not to delay substantial or final completion. If the Owner rejects the Schematic Documents as submitted, the Architect shall revise said documents in accordance with the Owner's comments and resubmit the Schematic Documents to the Owner for its approval. Interim reviews will be provided by the Architect prior to the final submission of Schematic Documents contemplated by this Section. If, for reasons unrelated to the Architect's fault, the Owner approves the Schematic Documents or a portion thereof during the interim review process, but subsequently rejects or requests revisions to portions of the previously approved Schematic Documents, the Architect's revisions to such previously-approved Schematic Documents shall be paid for by the Owner as Additional Services.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase. If the Owner rejects the Schematic Design Documents as submitted, the Architect shall revise said documents in accordance with the Owner's comments and resubmit the Schematic Design Documents to the Owner for its approval.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents, based upon the most current approved Owner's budget, for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents, based upon the most current approved Owner's budget, for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.3.1 The Architect shall coordinate with the Owner's Construction Manager to submit to the Owner the conditions of the Contract for Construction (General, Supplementary and Other Conditions) for their review and comments by Owner's attorneys at least two (2) weeks prior to release for bid.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing Contracts for Construction. If requested by the Owner, the Architect's obligations under Article 3.5 Procurement Phase Services may include multiple bid packages as determined by the Project Authorization Exhibit.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Intentionally Deleted.

### § 3.5.3.2

*(Paragraphs deleted)*

Intentionally Deleted.

§ 3.5.3.3 Intentionally Deleted.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended by the Owner ("General Conditions"). If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager and the Owner about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty



or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within seven (7) business days.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, when acting in its role as the Initial Decision Maker and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in the General Conditions, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

Notwithstanding anything in the Contract Documents to the contrary, the Architect shall not serve as the Initial Decision Maker with respect to disputes or claims between the Owner and Architect or disputes or claims where the Architect has a conflict of interest. In such instances the Owner shall select a replacement Initial Decision Maker, which selection shall be final.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** Not more frequently than monthly, based on the Architect's observations and evaluation of the Project, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall either certify the amount due the Contractor and shall issue a Certificate for Payment in such amount to the Owner, with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1 of the General Conditions, as amended by Owner.
- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall either certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts to the Owner, with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1 of the General Conditions, as amended by Owner.

**§ 3.6.3.2** The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, including lien waivers, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The Architect shall ensure that each Application for Payment includes proper lien waivers for the work that is the subject of the applicable Application for Payment, as well as for all materials and supplies associated with such Work. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.3** The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the

Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, unless the Architect has reason to know, in its professional judgment, that the shop drawings or other submittals are inaccurate or incomplete.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents. If required in the General Conditions, the Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4 of the General Conditions, as amended by Owner.

§ 3.6.5.2 The Architect may, in writing, order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.4 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change.

§ 3.6.5.5 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with an applicable contractor agreement.

§ 3.6.5.6 As agreed to in paragraph 2.2, the Architect shall perform its services consistent with the commonly accepted Standard of Care. The Owner recognizes that due to a variety of reasons, including the complexity of a multi-phase, multi-bid package project, the Project may not be free of errors and omissions and that a reasonable allowance to accommodate changes has been provided for in the budget.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Architect shall also prepare a list of items that must be completed by the Contractor to achieve final completion ("Punch List"). The Architect shall provide the Owner, the Construction Manager and the Contractor with a copy of the Punch List and shall establish a date by which all work in the Punch List must be completed.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents. To the extent received from a Contractor or the Construction Manager, the Architect, with the final Certificate of Payment, shall provide the Owner with one (1) set of "As-Built" drawings from the Contractor.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Not applicable
§ 4.1.1.2 Programming	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.3 Multiple preliminary designs, beyond that required in Article 3	As set forth in the applicable Project Authorization Exhibit.
<i>(Row deleted)</i>	
§ 4.1.1.4 Measured drawings	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.5 Existing facilities surveys	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.6 Site evaluation and planning, beyond that required in Article 3	As set forth in the applicable Project Authorization Exhibit.
<i>(Row deleted)</i>	
§ 4.1.1.7 Building Information Model management responsibilities	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.8 Development of Building Information Models for post construction use	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.9 Civil engineering	Provided by the Architect as a Basic Service per Section 3.1
§ 4.1.1.10 Landscape design	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.11 Architectural interior design	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.12 Value analysis	Provided by the Architect as a Basic Service per Section 3.2.5.2
§ 4.1.1.13 Cost estimating	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.14 On-site project representation, beyond that required in Article 3	As set forth in the applicable Project Authorization Exhibit.
<i>(Row deleted)</i>	
§ 4.1.1.15 Conformed documents for construction	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.16 As-designed record drawings	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.17 As-constructed record drawings	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.18 Post-occupancy evaluation, beyond that required in Article 3	As set forth in the applicable Project Authorization Exhibit.
<i>(Row deleted)</i>	
§ 4.1.1.19 Facility support services	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.20 Tenant-related services	As set forth in the applicable Project

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	Authorization Exhibit.
§ 4.1.1.21 Architect's coordination of the Owner's consultants	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.22 Telecommunications/data design	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.23 Security evaluation and planning	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.24 Commissioning	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.26 Historic preservation	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.27 Furniture, furnishings, and equipment design	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.28 Other services provided by specialty Consultants	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.29 Other Supplemental Services	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.30 Plan Commission and Zoning Board of Appeals Services	As set forth in the applicable Project Authorization Exhibit.
§ 4.1.1.31 Illinois State Board of Education required Plan Review and Called Inspections	As set forth in the applicable Project Authorization Exhibit.

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

As set forth in the applicable Project Authorization Exhibit.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

As set forth in the applicable Project Authorization Exhibit.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

Upon written agreement of the Owner, the Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a material change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or

- a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
  - .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
  - .6 Preparing digital models or other design documentation for transmission to the Owner's contractors, or to other Owner-authorized recipients;
  - .7 Intentionally Deleted;
  - .8 Intentionally Deleted;
  - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .10 Intentionally Deleted;
  - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
  - .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services with the prior written consent of the Owner. If a circumstance arises that may result in any of the following Additional services, the Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. Thereafter, the Architect shall proceed as directed by the Owner.

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service; or
- .4 Intentionally Deleted;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Visits to the site by the Architect during construction will be set forth in the applicable Project Authorization Exhibit.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Intentionally Deleted.

§ 4.2.5 Intentionally Deleted.

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## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as may be amended by Owner. Upon request, the Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding the above, however, Architect acknowledges that the Owner, as public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education.

§ 5.5 Upon reasonable request of the Architect, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 Upon reasonable request of the Architect, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as the Owner determines to be appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, as the Owner deems necessary.

§ 5.12 Although the Owner has no duty or obligation to inspect the Project, the Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.14 Upon request, the Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Intentionally Deleted.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include additions by Change Order that result from errors or omissions by the Architect or the Architect's consultants. The cost of omitted work that would have been included in the Cost of the Work if not for the Architect's omission shall be included in the Cost of Work.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the final Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.



§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase, through no fault of the Architect, exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Section 6.6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive, irrevocable license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all reasonable costs and expenses, including the reasonable cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise directly from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 Intentionally Deleted.

§ 8.1.3 Intentionally Deleted.

§ 8.1.4 Intentionally Deleted.

### § 8.2 Mediation

§ 8.2.1 Intentionally Deleted.

§ 8.2.2 Intentionally Deleted.

§ 8.2.3 Intentionally Deleted.

### § 8.2.4

If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 Intentionally Deleted.

§ 8.3.1.1 Intentionally Deleted.

§ 8.3.2 Intentionally Deleted.

§ 8.3.3 Intentionally Deleted.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally Deleted.

§ 8.3.4.2 Intentionally Deleted.

§ 8.3.4.3 Intentionally Deleted.

§ 8.4 Intentionally Deleted.

Init.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give thirty (30) days' written notice to the Owner before suspending services. In the event of a suspension of services pursuant to this Section, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension.

§ 9.2 If the Owner suspends the Project for sixty (60) days or more, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination.

### § 9.7

*(Paragraphs deleted)*  
Intentionally Deleted.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the state of Illinois, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the General Conditions, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include the images of any students or the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information when required by law (including pursuant to the Illinois Freedom of Information Act or Illinois Open Meetings Act), arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.8.2 The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Architect to the Owner is subject to disclosure to third parties in accordance with FOIA. If the Architect requests that the Owner withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Architect must notify the Owner of such request at the time such information is submitted to the Owner, along with a statement that disclosure of such information will cause competitive harm to the Architect, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Architect at the time of submission to the Owner will be presumed to be open to public inspection. The Architect may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Architect in accordance with Section 7(1)(g), the Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Architect waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Owner, the Architect agrees to cooperate with the Owner in responding to any FOIA request, including by timely providing any documents requested by the Owner that directly relate to the governmental function that the Architect has been engaged to perform on behalf of the Owner.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9.1 This Agreement, its Exhibits and duly authorized Project Authorization Exhibits shall constitute the complete understanding between the parties.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as set forth on the applicable Project Authorization Exhibit, which shall be determined in accordance with the fee structure set forth in this Article 11 and Exhibit A – Fee Structure. When compensation is on a percentage basis, if it is



in the best interest of both parties, the Parties may mutually decide, in writing, to convert the percentage fee into a fixed fee at an agreed upon milestone.

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

As set forth in the applicable Project Authorization Exhibit or as mutually agreed in writing by the Parties.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

As set forth in the applicable Project Authorization Exhibit or as mutually agreed in writing by the Parties.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect.  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows unless otherwise set forth in the applicable Project Authorization Exhibit:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. The Architect's final payment shall be based on the final Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. Specifically, regarding bid alternates prepared by the Architect, compensation for alternate bids that require the Architect to perform architectural services and are not awarded shall be invoiced to the Owner at the rate of 80% of the applicable percentage fee multiplied by the lowest bona fide bid or negotiated proposal. If a bid alternate does not require architectural services (e.g. preparing specifications with different flooring materials), the Architect shall not be entitled to fees on such bid alternate.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architects' consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Current year hourly rates as provided by the Architect and approved by the Owner or as provided in the applicable Project Authorization Exhibit

**Employee or Category**

**Rate (\$0.00)**

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence and local travel mileage reimbursement in accordance with IRS reimbursement guidelines;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing and in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested in writing by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
- .12 Other similar Project-related expenditures as set forth in the applicable Project Authorization Exhibit; and
- .13 Illinois State Board of Education required Plan Reviews and Called Inspections if not provided as an additional service under 4.1.1.31, or if not provided by the Owner.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

**§ 11.9 Architect's Insurance**

Intentionally Deleted.

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1**

Owner shall make payment to Architect as required by the Illinois *Local Government Prompt Payment Act*. 50 ILCS 505/1 et seq.

§ 11.10.2.2 On or before the first day of each month during the performance of Basic Services or Additional Services, if applicable, the Architect shall submit to the Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for services rendered, a detailed breakdown of the amount and the sum of all prior payments. The Architect shall furnish with each request for payment waivers of lien for itself in form and substance satisfactory to Owner and any other such forms as required by Owner, lender or title insurer, in order to assure an effective waiver of mechanic and materialmen liens in compliance with the laws of the State of Illinois. Owner shall review each such request for payment and make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 To the fullest extent permitted by applicable law, the Architect and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect and hold harmless the Owner, and its respective board members, officers, directors, employees and agents (collectively "Indemnitees") from and against all liabilities, claims, damages, losses, causes of actions, suits, judgments and expenses, including attorneys' fees of any nature, kind or description (collectively "Liabilities") of any person or entity whatsoever arising out of, caused by or resulting from a breach of the Agreement or the performance of the Services or any part thereof provided that, with regard to the performance of the services, such Liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease or death of any person or to the injury to or destruction of personal or real property, including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.

§ 12.2 Notwithstanding any other provision herein or in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a payment or a progress payment of any amount.

§ 12.3 The Architect shall notify the Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim.

§ 12.4 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is commenced, and an estimate of the cost or a method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. Notwithstanding anything in this Agreement to the contrary, the Architect shall not be entitled to payment for Additional Services involved in:

- .1 Revision of project documents in order to secure the approval of the Owner for the basic work unless said project documents have been previously approved by the Owner;
- .2 Revisions of or additions to the project documents required because of errors or omissions of the Architect; and
- .3 Alternates which are included in the project documents upon which bids are taken but for which no contract is awarded and which shall not have required drawing revisions on the project documents.

§ 12.5 The Architect certifies that the Architect is not barred from entering into this contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E or any other applicable law, rule or regulation.

§ 12.6 The Architect agrees to fully comply with the requirement of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et. seq., and rules and regulation promulgated thereunder.

The following provisions of this Section are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Architect shall be required to comply with these provisions only if and to the extent they are applicable under the law.

As required by Illinois law, in the event of the Architect's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Architect agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Architect's obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Architect in its efforts to comply with such Acts and Rules, the Architect will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Architect will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails to or refuses to comply therewith. In addition, the Architect will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**§ 12.7** No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§ 12.8 Remedies for which the Architect has been found liable by litigation shall include attorneys' fees.

§ 12.9 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Superintendent of the Owner and the Architect at the addresses on page one hereof.

§ 12.10 Architect hereby certifies that it will not specify or require any materials, products, fixtures and equipment that contain asbestos.

§ 12.11 This Agreement may not be assigned without the written consent of both parties.

**§ 12.12 Accelerated, Phased or Fast-Track Scheduling Projects.** The Owner acknowledges that accelerated, phased or fast-track scheduling provides benefits, but also carries with it associated risks. Such risks include the Owner incurring cost for: 1) the Architect to coordinate design elements out of sequence; 2) the Architect to redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents; and 3) costs for the contractor to remove and replace previously installed work. If the Owner selects accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project additional contingencies to cover such costs, including additional Architectural fees and construction change orders.

### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 Intentionally Deleted.
- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)  
  

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:  
(Insert the date of the E235-2019 incorporated into this Agreement.)

☒ Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)  
Exhibit A – Fee Structure  
Project Authorization Exhibits
- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)

\_\_\_\_\_  
Jason Dwyer President, Design & Construction  
(Printed name, title, and license number, if applicable)

To: Board of Education  
Dr. Eric Olson, Superintendent  
From: Dr. Adam Parisi, Chief School Business Official  
Date: January 26, 2023  
Re: Approval of Resolution #1307 Authorizing the Engagement of a Real Estate Broker  
To Sell Real Property

At tonight's meeting, the Board will discuss possible next steps for the sale of the 820 Rowe Avenue property in Park Ridge. Only one person has come forward with an interest in this property and attended the mandatory pre-bid meeting. However, the interested party did not submit a bid at the minimum set by the Board of \$350,000.

A potential next step would be to pass this resolution and authorize the District to engage with a broker to assist in selling the 820 Rowe property. The broker's fees will not exceed seven percent.

ACTION ITEM 23-01-7

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt Resolution #1307 authorizing the engagement of a real estate broker to sell real property with broker's fees not to exceed 7%.

The votes were cast as follows:

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:



**BOARD OF EDUCATION OF  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 64  
COOK COUNTY, ILLINOIS**

**RESOLUTION #1307  
AUTHORIZING THE ENGAGEMENT OF A LICENSED REAL ESTATE BROKER  
TO SELL REAL PROPERTY**

**WHEREAS**, the Trustees of Schools of Township 41 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois (“**Trustees of Schools**”), is the titleholder of record of a parcel of real property that is identified as Cook County PIN 09-27-200-040-000, which has an approximate address of 820 Rowe Avenue, Park Ridge, Illinois 60068, and is legally described on Exhibit A hereto (the “**Real Estate**”) for the use and benefit of the Community Consolidated School District Number 64, Cook County, Illinois (the “**School District**”); and

**WHEREAS**, at its regular meeting on November 17, 2022, the Board adopted a resolution by at least a two-thirds vote of its members authorizing the sale of the Real Estate in accordance with Section 5-22 of the *School Code* (105 ILCS 5/5-22); and

**WHEREAS**, the Board has followed the proper public sale procedures for the sale of the Real Estate in accordance with Section 5-22 of the *School Code*; and

**WHEREAS**, the Board specified a reasonable minimum selling price for the Real Estate of \$350,000, but received no public bids on the Real Estate by January 17, 2023, at 1:30 p.m., the deadline for submission of all bids; and

**WHEREAS**, pursuant to Section 5-22 of the *School Code*, in the event no bids are received, the Board is authorized to direct that the services of a licensed real estate broker be engaged to sell the Real Estate for a commission not to exceed seven percent (7%), and contingent upon the sale of the Real Estate within 120 days; and

**WHEREAS**, the Board desires that a licensed real estate broker be engaged to sell the Real Estate on the terms and conditions required by Section 5-22 of the *School Code* and such other terms and conditions the Board deems necessary; and

**WHEREAS**, pursuant to Section 5-22 of the *School Code*, if legal title to property is not held by the school board, the trustees of schools or other school officials having legal title shall, upon receipt of a resolution from the board, engage the services of a licensed real estate broker as directed in the resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Community Consolidated School District No. 64, Cook County, Illinois, as follows:

**Section 1:** The Board hereby finds and declares that it specified a reasonable minimum selling price for the Real Estate, and that it received no bids on the Real Estate by January 17, 2023, at 1:30 p.m., which was the bid submission deadline set by the Board.

**Section 2:** The Board hereby directs the Chief School Business Official to seek the services of a licensed real estate broker to sell the Real Estate for a selling price equal to or greater than \$350,000, for a commission not to exceed seven percent (7%), and contingent upon the sale of the Real Estate within 120 days, and upon such other terms and conditions as determined by the Chief School Business Official.

**Section 3:** The Board directs the Trustees of Schools to engage a licensed real estate broker approved by the Chief School Business Official, and upon terms approved by the Chief School Business Official.

**Section 4:** The Chief School Business Official and the President of the Board of Education are hereby authorized to sign such documents on behalf of the Board as are necessary to effectuate this Resolution.

**Section 5:** This Resolution shall be in full force and effect forthwith upon its passage and any and all resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**ADOPTED** this 26th day of January, 2023, by at least a majority of its members, in the following roll call vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**BOARD OF EDUCATION OF  
COMMUNITY CONSOLIDATED SCHOOL  
DISTRICT NO. 64  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
**President, Board of Education**

**ATTEST:**

By: \_\_\_\_\_  
**Secretary, Board of Education**

1108361\_1



**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL ESTATE**

LOT 11 IN DALE D. SHEETS COMPANY'S 1ST ADDITION TO PINE HAVEN, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JUNE 22, 1929 AS DOCUMENT LR-466598, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 09-27-200-040-000

Approximate Address: 820 Rowe Avenue, Park Ridge, Illinois 60068

To: Board of Education  
 Dr. Eric Olson, Superintendent  
 From: Ms. Mary Jane Warden, Director of Innovation & Instructional Technology  
 Dr. Adam Parisi, Chief School Business Official  
 Date: January 26, 2023  
 Re: Recommendations & Approval of Purchases for the 2023 E-Rate Projects

At the December Regular meeting, the Board of Education was informed of two E-Rate funded network projects that the District is planning to carry out during the summer weeks of 2023: 1) the upgrading of the District's firewall and 2) the continuation of the District's switch infrastructure refresh. E-Rate funded projects go through a formalized bidding process where Requests for Proposals are posted (called Form 470) and vendors are able to bid for contracts. Over the month of December, the District has reviewed bids and evaluated proposals to determine which vendor will provide the best pricing, equipment, and service for these projects. Presented here are the recommended purchases and contracts. Please refer to the December 17, 2022 memo for details regarding these projects.

### **Palo Alto Firewall Upgrade**

Whenever we embark on a network infrastructure project, thorough market research is conducted to find out what our needs are, what products are now available at what price, and what features have been developed to enhance capacity and function. With the District having migrated to a 10GB internet connection through ICN, a larger firewall that can allow us to utilize the increased bandwidth capacity is needed. PaloAlto provides a crucial part of our layered Cyber security strategy.

Through the official E-Rate bidding process, the District received two bids for the Palo Alto Firewall 3400 series hardware appliance to meet our updated needs and reset the refresh cycle schedule to 2030. These bids also include a 3-year Premium support and maintenance plan, advanced URL filtering, and threat prevention subscriptions. The following table breaks down the two bids.

<b><i>Palo Alto Firewall</i></b>		
	<b>CDWG</b>	<b>SHI</b>
PA-3420 Firewall hardware appliance	\$26,802.04	\$41,486.00
3-year subscriptions to URL Filtering and Threat Prevention	\$43,834.5	\$93,336.00
3-year Premium support & maintenance	\$28,089.42	\$23,670.00
<b>Total Cost (before E-Rate discount)</b>	<b>\$98,725.96</b>	<b>\$158,492.00</b>

<b><i>Palo Alto Firewall</i></b>		
	<b>CDWG</b>	<b>SHI</b>
Estimated E-Rate Discount (URL filtering is not E-Rate eligible)	\$29,914.55	\$63,396.80
<b>Total Expenditure after E-Rate Discount</b>	<b>\$68,811.41</b>	<b>\$95,095.20</b>

The District does expect a 40% E-Rate discount reimbursement estimated at \$29,914.55 from federal funding which then amounts to an expenditure of \$68,811.41. In conclusion, the District recommends that the Board of Education award the bid to CDWG in the amount of \$98,725.96 for the Palo Alto PA-3420 firewall, associated subscriptions, and Premium-level support.

### **The Switch Infrastructure Refresh**

Just as we did with the Firewall Upgrade project, the District researched the current market as well as considered our existing infrastructure needs, concerns, and setup. The District followed the E-Rate bidding process to obtain proposals to upgrade 50 switches as well as the associated subscriptions to manage them.

As the bid proposals have been reviewed, one important consideration is to avoid diversifying the switch models. Mixing our fleet of switches would diminish our capacity to manage the network and make the toolset harder to work with. With that said, the District still examined the feature set of all the manufacturers to come to a final recommendation. The bids received are summarized in the table below.

<b><i>Switch Infrastructure Replacement Upgrade (50 Switches)</i></b>					
<b>Vendor</b>	<b>NetDiverse</b>	<b>ForwardEdge</b>	<b>SHI</b>	<b>CDWG</b>	<b>VETS22</b>
<b>Model</b>	Cisco Meraki MS250	ExtremeSwitching 5420F	Juniper 4100-48M	Juniper 4100-48M	HP Aruba 6200F
<b>Cost per switch</b>	\$5,314.00	\$4,509.07	\$5,053.38	\$3,666.63	\$3,126.11
<b>5-year subscription cloud management license</b>	\$800.00	\$649.00	\$716.20 (3-year)	\$815.29	\$587.29

After careful consideration, the District would like to stick with the Juniper line which ultimately offers high-quality equipment for the best value with a multi-featured switch management toolset

for our lean 1.5-person network staff. Furthermore, the District's refresh project is happening alongside the timely release of the Juniper 4100-48M multigigabit ethernet switch. This model Juniper 4100-48M should be the best option to set the District up for the longest use cycle – 8-9 years – and will coordinate nicely with the wireless infrastructure upgrades planned for the summer of 2024 and subsequently the summer of 2029 given that wifi access points turn over every 4-6 years.

The District is building the infrastructure to support the increasing demands for bandwidth and power required by the latest wireless access points, cameras, intercoms and other networked equipment. The new additions at the elementary schools, the renovations at Jefferson/District Office, and the recent wiring upgrade at Emerson Middle School in the Summer of 2021 are able to take advantage of the multigigabit support now.

The switch proposed by VETS22 (HP Aruba 6200F), while it is the least expensive, does not have multigigabit capacity and would not be able to handle higher power requirements of access points, limiting the District's flexibility, improvement, and long-term capacity of our wifi infrastructure. The comparison between the Aruba and the rest of the proposed models is not necessarily apples to apples as far as specifications, and the price difference is because of the greater feature set offered by the Juniper, Extreme, and Cisco models. Going with the Aruba would cost the District more in the long run since it will need to be replaced in a shorter amount of time. Furthermore, diversifying the switch models will be an arduous management task for our 1.5-person network team, so ultimately, it wouldn't be worth the time and investment.

The District is recommending that the Board of Education award the bid to CDWG with the following quote details.

Item	QTY	Unit Price	Cost
Juniper Mist 4100-48M PoE++ Multigigabit Ethernet Switch and Power Cable	50	\$3,666.63	\$183,331.50
Juniper Networks Mist Wired Assurance - 5-year subscription cloud management license	50	\$815.29	\$40,764.50
<b>Total Cost before E-Rate Discount</b>			<b>\$224,096.00</b>
Estimated E-Rate Discount			\$89,638.40
Total Expenditure after E-Rate Discount			\$134,457.60

The District also expects a 40% E-Rate discount reimbursement of \$89,638.40 from federal funding which then amounts to an actual expenditure of \$134,457.60. In conclusion, the District recommends that the Board of Education approve the purchase of Juniper Mist 4100-48M switches and associated Wired Assurance cloud management subscription for the refresh infrastructure project in the amount of \$224,096.00.

ACTION ITEM 23-01-8

I move that the Board of Education of Community Consolidated School District 64, Park Ridge - Niles, Illinois, approve the purchase of the Palo Alto firewall from CDWG in the amount of \$98,725.96 which includes 3-year subscriptions to Threat Prevention and Filtering Services and a 3-year Premium-level maintenance and support plan.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

ACTION ITEM 23-01-9

I move that the Board of Education of Community Consolidated School District 64, Park Ridge - Niles, Illinois, approve the purchase of the network switches and associated 5-year subscription from CDWG in the amount of \$224,096.00.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

**Approval of Recommended Personnel Report**

**ACTION ITEM 23-01-10**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Personnel Report dated January 26, 2023, noting that the Personnel Report is based on the recommendation of the superintendent and not upon the board's direct knowledge regarding any of the specific individuals selected for employment.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

January 26, 2023 Personnel Report	
Ellen Harris	Employ as Speech Language Pathologist at Washington School effective December 21, 2022 - MA+24, Step 1 - \$40,221.02 (prorated).
Madeline Mitchell	Employ as .4 Social Worker/Special Education Facilitator at Jefferson School effective January 11, 2023 - MA+48, Step 1 - \$17,759.57.
Presila Puentes	Employ as Night Custodian at Emerson Middle School effective December 13, 2022 - \$17.03 hourly.
Christine Rojas	Employ as Night Custodian at Field School effective December 12, 2022 - \$17.03 hourly.
Benjamin Ryles	Employ as Night Custodian at Washington School effective January 9, 2023 - \$17.03 hourly.
Erin Wilson	Employ as Speech Language Pathologist at Roosevelt School effective December 19, 2022 - MA, Step 1 - \$37,352.11 (prorated).
Kelley Evola	Change in assignment from 248 day work calendar to 261 day work calendar effective December 16, 2022 - \$45,413.28 (prorated).
Emily Kelly	Resign as Teaching Assistant at Emerson Middle School effective December 13, 2022.
Kathi Nelson	Resign as Teaching Assistant at Carpenter School effective January 11, 2023.
Eric Olson	Resign as Superintendent of Schools effective June 30, 2023.
Stefanie Paris-Colon	Resign as Level V Business Operations Secretary effective January 27, 2023.
Nicolette Solano	Resign as District BCBA as of January 10, 2023.
Colleen Walter	Resign as Special Education Teacher at Field School effective at the end of the 2022-23 school year.

January 26, 2023  
Personnel Report

Jennifer Volpe	Resign as Special Education Facilitator for the District effective December 22, 2022.
Kimberly Cichon	Retire as Physical Education Teacher at Washington School effective June 12, 2023.
Chris Corlett	Retire as Science Teacher at Lincoln Middle School effective June 2024.
Lisa Halverson	Retire as Principal at Jefferson School effective June 30, 2023.
Mary Lally	Retire as 1st Grade Teacher at Franklin School effective June 2024.
Elisa Sewell	Retire as Social Worker at Jefferson School effective June 2024.
Cynthia Seputis	Retire as Music Teacher at Carpenter School effective June 2024.
Matthew Toren	Retire as 4th Grade Teacher at Carpenter School effective June 2024.



**Consent Agenda**

**ACTION ITEM 23-01-11**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Consent Agenda for January 26, 2023, which includes: bills, payroll & benefits; approval of financial update for the period ending November 30, 2022; approval of intergovernmental agreement with the City of Park Ridge for crossing guards; and destruction of audio closed recordings (none).

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

## Community Consolidated School District No. 64

### Disbursement Detail Listing

Bank Name: Accounts Payable

Date Range: 07/01/2022 - 01/26/2023

Sort By: Vendor

Bank Account: 885360644

Voucher Range: 1131 - 1154

Dollar Limit: \$0.00

Fiscal Year: 2022-2023

☒ Print Employee Vendor Names

☐ Exclude Voided Checks

☐ Exclude Manual Checks

☒ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
<u>Fund</u>			<u>Amount</u>			
10						\$1,114,503.59
20						\$381,529.59
40						\$173,997.29
60						\$1,191,003.05
Fund Totals:			\$2,861,033.52			

End of Report

Disbursements Grand Total: \$2,861,033.52

## Payroll Report - December 2022

### 12/9/22 Payroll

Fund 10	\$2,209,466.25
Fund 20	\$112,454.61
Fund 40	\$777.32
Fund 50	\$39,521.07
Fund 51	\$55,755.57

<b>12/9/22 Totals</b>	<b>\$2,417,974.82</b>
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### 12/23/2022 Payroll

Fund 10	\$2,137,838.57
Fund 20	\$114,822.16
Fund 40	\$777.32
Fund 50	\$38,252.62
Fund 51	\$54,796.63

<b>12/23/2022 Totals</b>	<b>\$2,346,487.30</b>
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### December 2022 Payroll

Fund 10	\$4,347,304.82
Fund 20	\$227,276.77
Fund 40	\$1,554.64
Fund 50	\$77,773.69
Fund 51	\$110,552.20

<b>DECEMBER 2022 Payroll Totals</b>	<b>\$4,764,462.12</b>
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# PARK RIDGE-NILES SCHOOL DISTRICT 64

8182 Greendale Avenue, Niles, IL 60714 • (847) 318-4300 • F (847) 318-4351 • d64.org

To: Board of Education  
Dr. Eric Olson – Superintendent

From: Larry Ohannes – Comptroller

Date: January 26, 2023

Subject: Financial Update for the Period Ending November 30, 2022

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This financial update is for the period ending November 31, 2022, the fifth full month of the 2023 Fiscal Year. In addition to a summary of financial activity for the month of November, the Board will find the following reports addended to this document:

- Fund Balance Report
- Revenue Summary Report
- Expenditure Summary Report
- Transfers In Report
- Transfers Out Report
- Investments Summary Report
- Investments Detail Report

## **Fund Balance**

The operating funds balance decreased approximately \$5.17 million from the end of October to the end of November. These funds support the core operation of the District and are comprised of the following mutually exclusive accounting funds: Education, Operations, Transportation, Municipal Retirement, Social Security/Medicare, Working Cash, and Tort. In the previous two fiscal years (FY 2021 and FY 2022), the composite balance was approximately \$49.17 million and \$48.86 million, respectively. These amounts are in stark contrast to our current level in FY 2023, which is approximately \$22.79 million. The large differential is primarily attributed to zero property tax distributions from Cook County. Rest assured that at the writing of this report tax receipts from the County resumed distribution in the month of December, including amounts that should have been distributed heretofore in the current fiscal year. The following charts present operating fund balance levels over time as well as the illustrated impact of diminished revenues despite typical expenditure levels.

# Community Consolidated School District No. 64

## Fund Balances

Fiscal Year: 2022-2023

Month: November

Year: 2022

Fund Type: Operating

☒ 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>	<u>Cash Balance</u>	<u>Variance</u>
10	Education Fund	\$38,762,714.59	\$6,136,348.41	(\$23,630,400.72)	\$0.00	\$21,268,662.28	\$19,620,069.14	\$1,648,593.14
20	Operations & Maintenance Fund	\$1,594,669.95	\$205,603.41	(\$3,538,612.75)	\$1,315,957.00	(\$422,382.39)	(\$792,924.59)	\$370,542.20
40	Transportation Fund	(\$679,846.41)	\$1,002,567.77	\$278,582.34	\$0.00	\$601,303.70	\$598,283.66	\$3,020.04
50	Municipal Retirement Fund	(\$70,886.55)	(\$10,656.39)	(\$336,711.59)	\$0.00	(\$418,254.53)	(\$418,254.53)	\$0.00
51	Social Security/Medicare Fund	\$521,536.82	(\$20,736.96)	(\$441,527.78)	\$0.00	\$59,272.08	(\$41,820.31)	\$101,092.39
70	Working Cash Fund	\$1,943,645.97	(\$5,140.35)	\$0.00	\$0.00	\$1,938,505.62	\$341,350.81	\$1,597,154.81
80	Tort Fund	\$407,739.78	(\$9,659.34)	(\$634,607.00)	\$0.00	(\$236,526.56)	(\$236,526.56)	\$0.00
Grand Total:		\$42,479,574.15	\$7,298,326.55	(\$28,303,277.50)	\$1,315,957.00	\$22,790,580.20	\$19,070,177.62	\$3,720,402.58

End of Report

## Community Consolidated School District No. 64

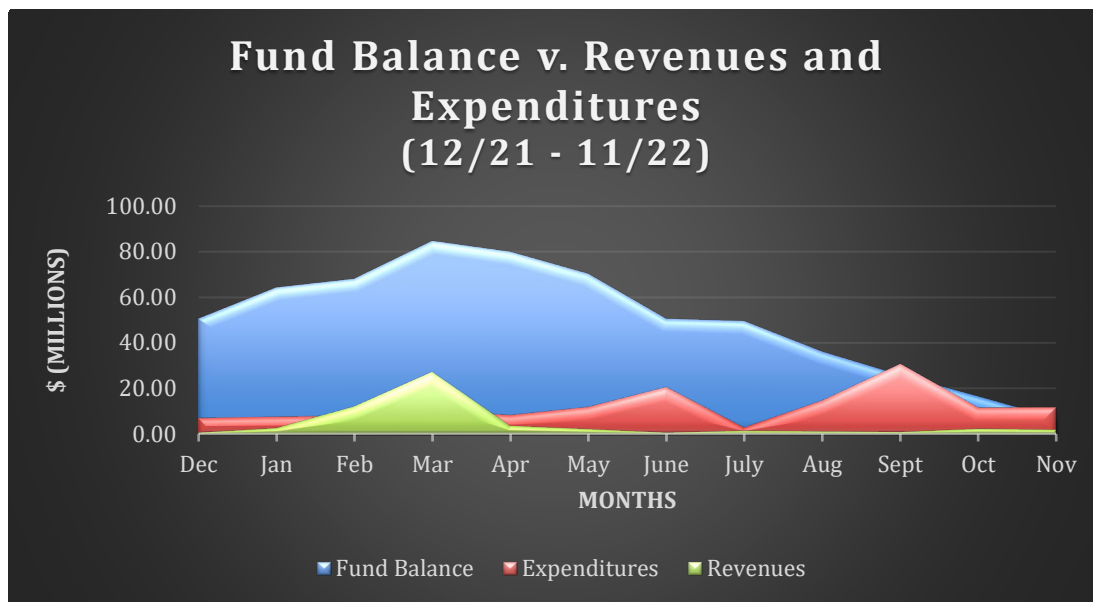
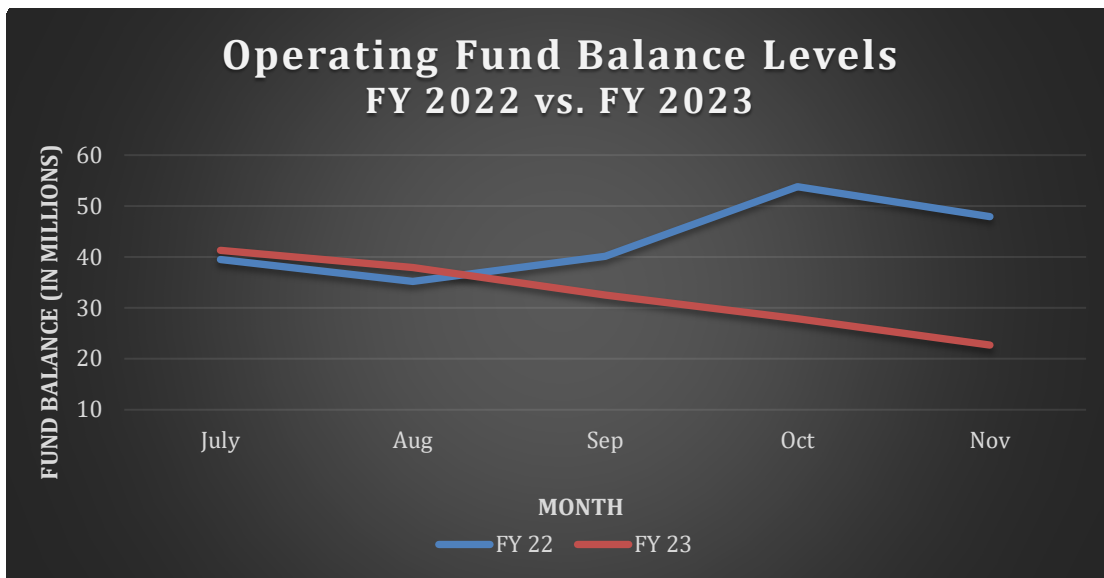
### Fund Balances

Fiscal Year: 2022-2023

Month: November ☒ Include Cash Balance  
Year: 2022  
Fund Type: Non-Operating ☐ 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>	<u>Cash Balance</u>	<u>Variance</u>
30	Debt Services Fund	\$473,973.56	\$1,060,302.19	(\$2,383,771.42)	\$0.00	(\$849,495.67)	(\$849,495.67)	\$0.00
60	Capital Projects Fund	\$8,111,014.90	\$3,487.29	(\$23,032,579.81)	\$0.00	(\$14,918,077.62)	(\$14,918,077.62)	\$0.00
61	Cap Projects Fund - 2017 Debt Certs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$8,584,988.46	\$1,063,789.48	(\$25,416,351.23)	\$0.00	(\$15,767,573.29)	(\$15,767,573.29)	\$0.00

End of Report

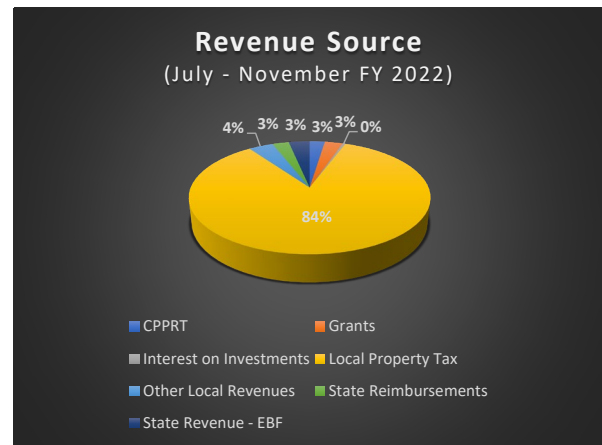
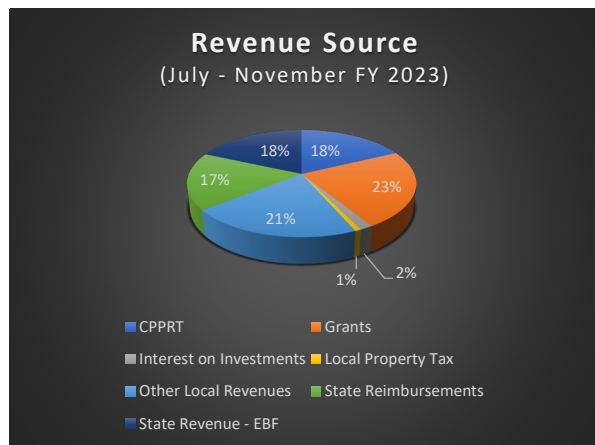


## Revenues

It bears repeating that the biggest cause for fund balance differences when comparing prior fiscal years to the current fiscal year is property tax revenue distribution. As of November 30<sup>th</sup>, total tax revenues for the District are negative. Although the County has halted distributions, it has not halted refunds to homeowners that reside within the District's boundaries. For the current fiscal year, the District's net tax revenue balance is \$119,874.26. At this time in FY 2022, real estate tax revenue had already reached \$31.11 million. School districts in Illinois rely heavily upon this source of revenue to fund their educational program due to relatively low contributions from the state. This notwithstanding, the District has been able to meet all financial obligations for the fiscal year while delivering the same high level educational program that the D64 community has grown accustomed to over time. The table and chart below exemplify the source of District revenues and percentage contribution to the overall budget from July to November for the last two fiscal years.

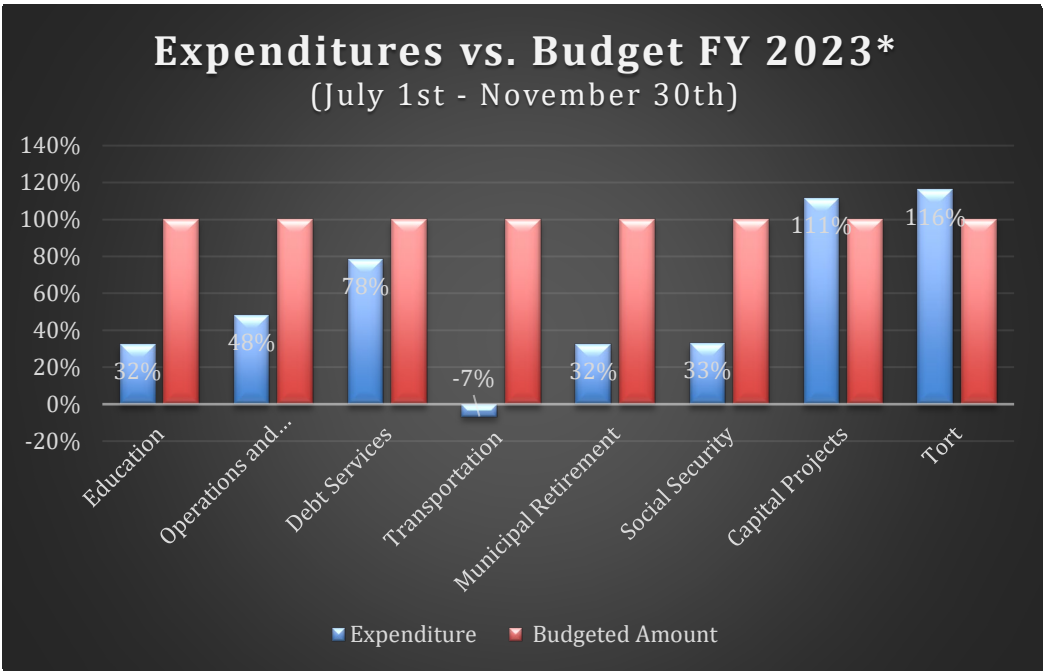


Sources of Revenue - July through November		
Source	FY 2023	FY 2022
CPPRT	\$ 1,493,822.34	\$ 895,433.92
Grants	\$ 1,948,721.00	\$ 1,063,783.00
Interest on Investments	\$ 131,341.08	\$ 153,604.14
Local Property Tax	\$ 61,544.93	\$ 31,112,817.27
Other Local Revenues	\$ 1,739,075.47	\$ 1,439,882.27
State Reimbursements	\$ 1,453,061.21	\$ 970,332.84
State Revenue - EBF	\$ 1,534,550.00	\$ 1,226,614.76
<b>Total</b>	<b>\$ 8,362,116.03</b>	<b>\$ 36,862,468.20</b>



## Expenditures

Expenditures for November trended in an expected manner. Total expenditures for the fiscal year, through November 30<sup>th</sup>, came to \$53,719,628.73. November's piece of the pie came to \$11,710,374.62, approximately 22% of expenditures year-to-date and approximately 10% of gross expenditures budgeted for the fiscal year. The chart below represents a percentage breakdown of total spending per fund in relation to the annual budgeted amount per fund.



*\*based on unaudited expenditures*

This Report Can be Viewed on the

[Financial Data Current](#)

## COST SHARING AGREEMENT FOR CROSSING GUARD SERVICES

The Intergovernmental Agreement (“AGREEMENT”) is entered into by and between the Board of Education of Community Consolidated School District No. 64 (“School District”) and the City of Park Ridge, a home rule municipal corporation (“City”), (collectively “Parties”), and shall commence on the date that the last signatory executes this AGREEMENT (“Effective Date”).

### **Recitals**

WHEREAS, School District and City both require crossing guard services (“Crossing Guard Services”); and,

WHEREAS, the School Code (105 ILCS 5/10-22.28a) authorizes cost sharing for individuals performing the function of a Crossing Guard between the School District and any unit of local government; and,

WHEREAS, both parties would benefit by sharing the cost of the Crossing Guard Services; and,

WHEREAS, the Parties are authorized under Section 10 of Article VII of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1, et. seq.) to enter into this AGREEMENT.

NOW, THEREFORE, the Parties set forth their mutual understandings as follows:

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

2. Hiring a Crossing Guard for the Subject Right of Way. The Parties agree that City will hire Crossing Guard Services to serve at intersections identified by City (the “City Intersections”) at all times mutually agreed upon by the Parties in writing prior to the beginning of each school year within the term of this Agreement. The School District may also identify intersections where Crossing Guard Services are needed (the “School Intersections”) at all times mutually agreed upon by the Parties in writing prior to the beginning of each school year within the term of this Agreement.

3. Cost-Sharing Agreement. School District agrees to pay City an annual amount equal to a percentage of City’s actual costs of hiring the Crossing Guard Services for the City Intersections that are adjacent to or near one of the School District’s schools according to the following schedule:

2023/2024 School Year	50%
2024/2025 School Year	50%

The School District agrees to pay City an annual amount equal to 100% of City’s actual costs for hiring the Crossing Guard Services for School Intersections, as documented in writing. The School District shall only be responsible for paying the City for Crossing Guard Services actually provided, as evidenced by actual invoices from the City’s crossing guard vendor

4. Modification and Termination. This AGREEMENT shall be in effect for two (2) years, or until either party decides to terminate the AGREEMENT by ninety (90) days advance written notice to the other Party. To the extent that City has entered into a contract to provide services for a set period of time, both Parties agree that all costs associated with the executed contract will be

## COST SHARING AGREEMENT FOR CROSSING GUARD SERVICES

honored before the termination shall take effect. Any modification to the cost-sharing agreement set forth in this AGREEMENT shall only take effect upon written approval by both Parties.

IN WITNESS WHEREOF, this AGREEMENT is hereby executed on behalf of the Parties through their authorized representatives as set forth below.

BOARD OF  
EDUCATION OF COMMUNITY  
CONSOLIDATED SCHOOL  
DISTRICT 64

CITY OF PARK RIDGE

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

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

Name:

Name:

Title: Board President

Title: Mayor

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

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

**Approval of Minutes**

**ACTION ITEM 23-01-12**

I move that the Board of Education of Community Consolidated School District 64 Park Ridge-Niles, Illinois approve the minutes from the regular meeting on December 15, 2022.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

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**BOARD OF EDUCATION  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64  
Minutes of the Regular Board of Education Meeting held at 7:00 p.m.  
December 15, 2022  
Jefferson School - Hendee Rooms  
8200 Greendale Ave, Niles, IL 60714**

Board President Pearl called the meeting to order at 6:30 p.m. Other board members in attendance were Phyllis Lubinski, Carol Sales, Larry Ryles, Dr. Nicole Waitowich, Tom Sotos, and Gareth Kennedy. Also attending were: Superintendent Dr. Eric Olson, Assistant Superintendent for Human Resources Dr. Joel T. Martin; Assistant Superintendent for Student Learning Dr. Lori Lopez; Director of Student Services Alicia Schmeisser, Chief School Business Official Adam Parisi (CSBO); Director of Facility Management Anthony Bersani; Director of Technology Mary Jane Warden; Board legal counsel Tony Loizzi; Communications Specialist Christopher Lilly; and Administrative Assistant to the Superintendent Natasha Nedeljkovic. Approximately 20 members of the public were present.

Board of Education meetings are videotaped and may be viewed in their full length from the district's website at <http://www.d64.org>. The agenda and reports for this meeting are also available on the website or through the District's Office at 8182 W Greendale Ave, Niles, IL 60714.

**TOUR OF JEFFERSON**

The Board decided to postpone the planned tour of the Jefferson building and move up the closed session planned after the regular meeting. Member Sales stressed that the closed session was not being moved in order to prevent public comments. Member Kennedy stated that the Board cannot take action in closed session.

**BOARD RECESSES & ADJOURNS TO CLOSED MEETING**

At 6:34 p.m. it was moved by board member Kennedy and seconded by board member Sotos to recess from the regular board meeting and adjourn to a closed meeting to discuss the following: the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act [5 ILCS 120/2(c)(1)].

The votes to adjourn to the closed meeting were cast as follows:

Ayes: Lubinski, Sales, Kennedy, Sotos, Ryles

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Nays: Pearl

Present: Woitowich

Absent: None

The motion carried.

### **BOARD ADJOURNS FROM CLOSED MEETING & RESUMES REGULAR MEETING**

The Board adjourned from the closed meeting and resumed the regular meeting at 7:00 p.m. Approximately 100 members of the public were present.

### **PLEDGE OF ALLEGIANCE**

Board member Ryles led the pledge.

### **OPENING REMARKS FROM THE PRESIDENT OF THE BOARD**

President Pearl noted the Board had just returned from closed session and not taken the Jefferson tour.

### **BOARD ADJOURNS FROM REGULAR MEETING & CONVENES TO A PUBLIC HEARING ON THE 2022 TAX LEVY**

Dr. Adam Parisi, CSBO, asked for a motion to adjourn the meeting and convene to the public hearing on the 2022 tax levy. The motion was made by member Ryles and seconded by member Kennedy.

The votes were cast as follows:

Ayes: Pearl, Sales, Kennedy, Woitowich, Sotos, Ryles, Lubinski

Nays: None

Present: None

Absent: None

The motion carried.

Dr. Parisi summarized the tax levy process, listed the fund balances, and recapped the presentation made to the board at the last meeting. He asked for any comments from the administration and received none. Dr. Parisi then asked for comments from the Board and received none. He asked for comments from the public present and received none.

### **BOARD ADJOURNS FROM THE PUBLIC HEARING ON THE 2022 TAX LEVY & RESUMES REGULAR MEETING**

At 7:05 p.m. member Kennedy made a motion to adjourn the public hearing and resume the regular meeting; the motion was seconded by member Lubinski. The motion passed with an unanimous voice vote.

### **STUDENT/ STAFF RECOGNITION**

The Emerson chamber orchestra performed a selection of winter songs. Music curriculum specialist Erica Faulhaber also presented the students awarded the Illinois Music Education Association (ILMEA)

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certificates this year. CSBO Parisi recognized the architectural and construction firms involved in the full-day kindergarten construction: Studio GC, Nicholas & Associates, and Midwest Mechanicals. Representatives from each firm were given a round of applause.

## **PUBLIC COMMENTS**

Board president Pearl reminded everyone about decorum. Public comments were invited through a posted email address on the district's website and in the board report; one was received and will be included in the next regular meeting's report. Members of the public who were present in person were also invited to submit comments; comments were received as follows:

- Angela Burns: D64 parent and educator in another district spoke about library books
- Jill Besenjak: spoke about an incident in the bathroom at one of the middle school
- Kristin Olson: spoke in support of Superintendent Olson
- Jessica Ishu: D64 parent, spoke in support of the DEI committee, moving the holiday sing to the spring, and Dr. Olson
- Nan Parson: a resident, expressed her dismay at the November meeting and in support of diversity
- Mark Anderson: a 25-year taxpayer and formal official, spoke in support of Dr. Olson and the Diversity committee. Stated he liked "the way things are going"
- Meghan Roberts-Esterling: D64 parent and teacher in another district, spoke against the removal of the Superintendent and the need for the Board to operate more cohesively
- Ginger Pennington: D64 parent and educator, spoke in support of Dr. Olson, need for decorum and civility at meetings, support for LGBTQ students and the most vulnerable
- John Orlando: D64 parent, spoke in support of Dr. Olson, the Board extending his contract in July, and that the holiday sing should was not a game changer
- Levin Cook: D64 parent, spoke in support of Dr. Olson, the strategic plan
- Matt Talbert: D64 parent, spoke in support of Dr. Olson, thanked him for making his jewish kids feel more included
- Carol Hill: community member, former parent, and minister; spoke in support of Dr. Olson, SEL, and DEI; expressed concern for the safety of vulnerable students
- Alex Waters: D64 parent, spoke in support of Dr. Olson and the leadership, need for inclusion and diversity
- Andrea Cline: D64 parent, spoke about fiscal responsibility, continuity, need for diversity, transgender students at risk
- Irina Vanis: D64 parent, asked for the removal of Dr. Oslon, expressed anger over holiday sing move, CRT, bathroom issues, lack of communication
- Rachel Georgakis: D64 parent and councilor in another district, spoke in support of Dr. Olson and the need to retain staff and teachers
- Joey Ignoffo: D64 parent, spoke against the DELT consultant used, current leadership, need for transparency
- Jamie Tinaglia Lee: D64 parent, spoke about a bathroom incident at the middle school, and half-day kindergarten students

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- Meghan Fleischel: D64 parent, spoke in support of Dr. Olson and his hiring of Franklin principal
- Ariel Gurian: D64 parent, said her daughter wanted her to come to the podium and say hello to the members; she noted she had emailed them as well

### **SPOTLIGHT ON FRANKLIN SCHOOL**

Principal Kristin Williams gave everyone an update on what is happening this year at the school. She spoke about the initiative the staff is working on to “be the best version of yourself”. The focus was on community togetherness. She shared a video highlighting these ideas. Member Ryles asked about the winter fest and possibly bringing back this tradition to Franklin. Member Sotos noted his kids had attended the school and thanked Mrs. Williams for making it an amazing place.

### **APPROVAL OF MEETING AGENDA**

No changes were made to the agenda.

### **ADOPTION OF FINAL 2022 TAX LEVY RESOLUTION #1302, RESOLUTION #1303 INSTRUCTING THE COUNTY CLERK HOW TO APPORTION 2022 TAX LEVY EXTENSION REDUCTIONS, RESOLUTION #1304 AUTHORIZING TAX FOR ILLINOIS MUNICIPAL RETIREMENT PURPOSES**

CSBO Parisi answered a question from member Sotos to confirm that the administration had held a public hearing on the levy this year because it was above 5%, but the District did this every year even when not required.

### **ACTION ITEM 22-12-1**

It was moved by Board member Kennedy and seconded by Board member Ryles that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt the attached Resolution #1302 Providing for the Levy of Taxes For the Year 2022, Resolution #1303 to Instruct the County Clerk How to Apportion 2022 Tax Levy Extension Reductions, Resolution #1304 Authorizing Tax For Illinois Municipal Retirement Purposes. These resolutions and supporting documentation will be filed with the Cook County Clerk’s Office.

The votes were cast as follows:

Ayes: Pearl, Sotos, Sales, Woitowich, Ryles, Kennedy, Lubinski

Nays: None

Present: None

Absent: None

The motion carried.

### **ADOPTION OF RESOLUTION #1305 AUTHORIZING A SUPPLEMENTAL TAX LEVY TO PAY THE PRINCIPAL OF & INTEREST ON OUTSTANDING LIMITED BONDS OF THE DISTRICT**

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CSBO Parisi explained this supplemental tax levy was necessary to make up the gap to facilitate an upcoming bond payment. Member Sotos asked if this would have been necessary if the District did not do the full-day kindergarten construction, and CBSO Parisi answered yes. Dr. Parisi stated that without construction the gap would have been less but would still have been there.

**ACTION ITEM 22-12-2**

It was moved by board member Kennedy and seconded by board member Woitowich that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt the attached Resolution #1305 Authorizing a Supplemental Tax Levy to Pay the Principal of and Interest on Outstanding Limited Bonds of the District. This resolution and supporting documentation will be filed with the Cook County Clerk's Office.

The votes were cast as follows:

Ayes: Pearl, Ryles, Woitowich, Sales, Lubinski, Kennedy

Nays: Sotos

Present: None

Absent: None

The motion carried.

**TITLE IX PRESENTATION & DISCUSSION OF SUPPORTING TRANSGENDER STUDENTS**

Legal counsel Michelle Todd said she would give a presentation tonight on transgender student issues and Title IX. This will be a two-part presentation: one dealing with the law that frames the issues, the other dealing with the practical guidance. She reminded everyone that this was an emotional topic. She gave an extensive presentation on Title IX, the federal law established in 1972 that prohibits discrimination based on sex and gender; as well as the State of Illinois Human Rights Act that prohibits discrimination on the basis of sexual orientation and gender identity. She stated there are multiple differences and guidance from State to State. She said the School Code also prohibits discrimination in the same manner as the State. She spoke about policy 7:10 which addresses some of these issues. She stressed that parent notification was being litigated and the policy would be updated at some point but for now, it offered only general rules with no clear guidelines. She summarized a number of cases that had been litigated or were still being litigated and what the outcomes had been and how they had shaped some of the laws and guidelines. The members discussed how they wished to proceed given the current lack of clear guidelines but the need to have some guidance. Legal counsel offered to prepare a first draft with options for the Board which they would then review. They would like these guidelines to eventually be easily accessible on the website to the parents with all the legal aspects spelled out. Michelle Todd said she would provide the Board with the draft and they would revisit this topic again once that happened.

**INFORMATION ON E-RATE PROJECTS FOR 2023**

Director of Technology Mary Jane Warden informed the Board that there will be two network infrastructure projects for this year: a network firewall appliance and a SWITCH infrastructure refresh. It had been over

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seven years since the last firewall update and many developments had occurred to include better management.

Mrs. Warden stated that bids were being procured right now and the Board will get the final results and recommendations at the January regular meeting. She briefly explained the E-Rate process for the members.

### **SUMMER INTERIM SESSION 2022 REPORT & PRESENTATION & APPROVAL OF SUMMER INTERIM SESSION 2023**

Dr. Lopez stated this was the time of year to start planning for summer school. Last year's sessions were limited due to full-day kindergarten construction, with approximately 600 students attending and still about \$15K in profit. This year's plan is for two 12-day sessions due to the holidays (Juneteenth, July 4), and a more typical setup with K-3 grades housed at Washington School, and 4-7 grades at Lincoln School. One principal would be hired to supervise at Washington, an assistant principal will supervise at the middle school. The registration and refund processes would stay the same. The cost would be \$135 per session with early bird registration, moving to \$155 afterward. The District would provide support for students with financial needs, this information would be in the brochure as in past years.

#### **ACTION ITEM 22-12-5**

It was moved by board member Lubinski and seconded by board member Woitowich that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the recommendations of dates and fees for the 2023 Summer Interim Session.

The votes were cast as follows:

Ayes: Sales, Woitowich, Lubinski, Pearl, Sotos, Ryles, Kennedy

Nays: None

Present: None

Absent: None

### **FIRST READING & APPROVAL OF POLICY OF 7:70 ATTENDANCE & TRUANCY**

Due to changes in the law and requirements to submit an updated policy to the Illinois State Board of Education (ISBE) in January, the administration asked the Board to forgo a second reading and approve the changes to this policy at the first reading.

#### **ACTION ITEM 22-12-4**

It was moved by board member Sotos and seconded by board member Lubinski that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, waive a second reading and approve the revisions to policy 7:70 *Attendance & Truancy* tonight on first reading, to comply with legislative changes and ISBE requirements.

The votes were cast as follows:

Ayes: Pearl, Ryles, Woitowich, Sales, Lubinski, Sotos, Kennedy

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Nays: None

Present: None

Absent: None

The motion carried.

## **APPROVAL OF RECOMMENDED PERSONNEL REPORT**

Kristin Eiken - Employ as .9 EL Teacher at Field and Franklin Schools effective November 28, 2022 - MA+12, Step 1 - \$40,244.73.

Roberta Stavrides - Employ as .5 Title I Teacher at Franklin School effective November 28, 2022 - BA, Step 1 - \$18,534.91.

Grace Halfman - Change in assignment from .72 Health Teacher to .78 Health Teacher at Emerson Middle School - BA, Step 1 - \$44,208.06.

Amalya Sobieraj - Leave of absence request, personal - Speech Language Pathologist at Roosevelt School for the remainder of the 2022-23 school year.

Jason Gartshore - Resign as District Electrician effective December 21, 2022.

Gina Huegel - Resign as Level IV Building Secretary at Lincoln Middle School effective December 2, 2022.

Brandon Kirincich - Resign as Night Custodian at Roosevelt School effective December 27, 2022.

Colleen Walter - Resign as Special Education Teacher at Field School effective June 12, 2023.

Amanda Hernandez - Retire as Foreign Language Teacher at Franklin School effective at the end of the 2023-24 school year.

## **ACTION ITEM 22-12-5**

It was moved by board member Woitowich and seconded by Board member Sotos that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Personnel Report dated December 15, 2022, noting that the Personnel Report is based on the recommendation of the superintendent and not upon the board's direct knowledge regarding any of the specific individuals selected for employment.

The votes were cast as follows:

Ayes: Ryles, Lubinski, Sales, Kennedy, Sotos, Woitowich, Pearl

Nays: None

Present: None

Absent: None

The motion carried.

## **CONSENT AGENDA**

- Bills, Payroll, and Benefits

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<u>Fund</u>	<u>Fund Total</u>
10 - Education Fund	\$ 547,486.88
20 - Operations and Maintenance Fund	\$ 265,664.99
30 - Debt Services	\$ -
40 - Transportation Fund	\$ 689,868.58
50 - Retirement (IMRF/SS/MEDICARE)	\$ -
60 - Capital Projects	\$ 1,089,363.00
61 - Capital Projects-2017 Debt Certificates	\$ -
80 - Tort Immunity Fund	\$ -
90 - Fire Prevention and Safety Fund	\$ -
<b>Total:</b>	<b>\$ 2,592,383.45</b>

**Payroll & Benefits**

<u>Fund</u>	<u>Fund Total</u>
10 - Education Fund	\$ 4,409,190.93
20 - Operations and Maintenance Fund	\$ 237,690.72
40 - Transportation Fund	\$ 1,554.81
50 - IMRF/FICA Fund	\$ 79,090.78
51 - SS/Medicare	\$ 111,244.03
80 - Tort Immunity Fund	\$ -
<b>Total:</b>	<b>\$ 4,838,771.27</b>

The Accounts Payable detailed list can be viewed on the District 64 website's business services page at [www.d64.org](http://www.d64.org).

- Bills, Payroll & Benefits
- Approval of Financial Update for the Period Ending October 31, 2022
- Approval of Intergovernmental Agreement with the City of Park Ridge for Crossing Guard Services
- Adoption of the 2023-2024 School Year Calendar
- Destruction of Audio Closed Recordings (none)

**ACTION ITEM 22-12-6**

It was moved by board member Lubinski and seconded by board member Sotos that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Consent Agenda for December 15, 2022, which includes: Bills, Payroll & Benefits; Approval of Financial Update for the Period Ending October 31, 2022; Approval of Intergovernmental Agreement with the City of Park Ridge for Crossing Guard Services; Adoption of the 2023-2024 School Year Calendar; and Destruction of Audio Closed Recordings (none)

A friendly amendment to the motion was made by member Kennedy to include the adoption of the school calendar for 2023-2024 not read the first time.

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Motion then made to table the IGA agreement with City of Park Ridge for Crossing Guards  
Motion made by member Kennedy, seconded by member Sotos.

The votes were cast as follows:

Ayes: Sotos, Sales, Ryles, Kennedy

Nays: Pearl, Lubinski, Woitowich

Present: None

Absent: None

The motion carried, and the IGA was tabled.

Members Kennedy and Sotos offered to have further discussions with the City to get more information on what triggered the rise in cost and the split. CSBO Parisi will follow up as well.

**VOTE ON ORIGINAL ACTION ITEM 22-12-6 (with friendly amendment)**

The votes were cast as follows:

Ayes: Lubinski, Sotos, Pearl, Sales, Ryles, Kennedy, Woitowich

Nays: None

Present: None

Absent: None

The motion carried.

**APPROVAL OF MINUTES**

**ACTION ITEM 22-12-7**

It was moved by board member Ryles and seconded by board member Lubinski that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the minutes from the Special Meeting on November 15, 2022; the Closed Meeting on November 17, 2022; and the Regular Meeting on November 17, 2022.

The votes were cast as follows:

Ayes: Woitowich, Lubinski, Pearl, Sotos, Kennedy, Ryles, Sales

Nays: None

Present: None

Absent: None

The motion carried.

**OTHER DISCUSSIONS & ITEMS OF INFORMATION**

President Pearl noted the meeting tonight was the first held in the new boardroom and thanked the administration for a wonderful job. Members Lubinski, Pearl, and Sales then shared their experiences at the Triple I conference which they attended in November.

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**NEW BUSINESS**

No closed session following the regular meeting tonight, the Board had gone into closed before the meeting.

**ADJOURNMENT**

At 10:59 p.m., it was moved by board member Woitowich and seconded by board member Sotos to adjourn the regular meeting. The motion was approved by an unanimous voice vote.

Signed Date: January 26, 2023.

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President

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Secretary

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Discussion & Approval of Selected Executive Search Firm for the Superintendent Search

ACTION ITEM 23-01-13

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the selection of \_\_\_\_\_ search firm to conduct the superintendent search.

The votes were cast as follows:

Moved by: \_\_\_\_\_ Seconded by : \_\_\_\_\_

AYES:

NAYES:

PRESENT:

ABSENT:



**Meeting of the Board of Education  
Park Ridge – Niles CCSD 64**

**Regular Board Meeting Agenda  
Thursday, February 16, 2023  
Jefferson School - Hendee Rooms  
8200 W Greendale Ave, Niles**

*On some occasions, the order of business may be adjusted as the meeting progresses to accommodate Board members' schedules, the length of sessions, breaks, and other needs.*

**7:00 p.m. Meeting of the Board Convenes**

Roll Call

**Pledge of Allegiance**

**Opening Remarks from the President of the Board**

**Student/Staff Recognition**

- Park Ridge Community Fund - Holiday Drive
- District Spelling Bee

**A-1**

**Spotlight on Field School**

--Dr. Courtney Goodman, Field School Principal

**Public Comments**

This is the point of the meeting where we welcome public comments. Each speaker is given three minutes to address the Board. Comments may be made on almost any matter related to the operation of schools, but we ask that you refrain from making comments concerning individual students or staff members. The Board uses this time to listen to community questions and concerns but will not respond immediately to requests for information. Additionally, the Board cannot take formal action on non-agenda items. Contact the Board president by email if you wish to discuss your topic further. Please come forward to the microphone and state your name and, if comfortable, your address for the minutes.

**A-2**

**Approval of Meeting Agenda**

--Board President

The Board reserves the right to review the agenda at the beginning of each meeting and request additions, amendments, or deletions prior to approval.

**A-3**

**Preliminary Enrollment Projections & Discussion of Staffing Plans for 2023-2024**

--Assistant Superintendent for Human Resources/Chief School Business Official

**A-4**

**Discussion & Approval of Quest Food Management Services Contract Renewal**

--Chief School Business Official

*Action Item 23-02-1*

**A-5**

**Approval of Recommended Personnel Report**

--Board President

*Action Item 23-02-2*

**A-6**

**Consent Agenda**

--Board President

*Action Item 23-02-3*

- Bills, Payroll, & Benefits
- Approval of Financial Update for the Period Ending December 31, 2022

- Approval of Semi-Annual Review of Closed Minutes
- Destruction of Audio Closed Recordings (none)

**A-7**

**Approval of Minutes**

--Board President

- January 26 - Closed Meeting
- January 26 - Regular Meeting

*Action Item 23-02-4*

**A-8**

**Other Discussions & Items of Information**

--Superintendent

- Upcoming Meeting Agenda
- FOIA requests
- Memorandum of Information (none)
- Public Comments Emailed on January 26, 2023

**A-9**

**New Business**

**Adjournment**

**Next Meeting:**

**Thursday, March 16, 2023**

Regular Meeting - 7:00 p.m.

**Jefferson School - Hendee Rooms**

8200 W Greendale Ave, Niles, IL 60714

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## FOIA - School Board Member Information

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Vince Espi <news@news.locallabs.com>  
To: nnedeljkovic@d64.org

Wed, Dec 14, 2022 at 7:04 AM

Hello,

I am writing to you on behalf of LocalLabs which is the publisher of Prairie State Wire, an online publication that reports on and informs the Illinois public about local government activities.

We are requesting electronic records (preferably non-PDF where applicable) of the following data points for all current school board members:

- Full name (First, middle, last)
- Date of Birth
- Home address
- First day of service
- Was this board member appointed or elected

The purpose of the request is to access and disseminate information as a matter of public interest and is not for the principal purpose of personal or commercial benefit. I qualify as media under the definition in Section 2 (c-10) ("Commercial purpose"), Section 2 (f) ("News media"), Section 2 (g) ("Recurrent requester"), and Section 2 (h) ("Voluminous request") of the Freedom of Information Act, for the purposes of being exempt to the provisions of Section 3.1 (Requests for commercial purposes), Section 3.2 (Recurrent requesters), Section 3.6 (Voluminous requests), and Section 6 (Authority to charge fees). Therefore, I request you furnish any responsive documents and items without charge.

Thanks,

Vince Espi

Local Labs

Natasha Nedeljkovic <nnedeljkovic@d64.org>

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## FOIA Request

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**Ashley Moran**

Wed, Dec 14, 2022 at 10:45 AM

To: Natasha Nedeljkovic <nnedeljkovic@d64.org>

Hello Natasha ,

In accordance with the Illinois Freedom of Information Act (5 ILCS 140) I am seeking all communications and documentation regarding any members of D64 that mentions SEED (Seeking Educational Equity and Diversity), including but not limited to emails, training materials, phone conversations, meeting notes, invoices/billing, and text messages.

Thank you,  
Ashley Moran



Natasha Nedeljkovic &lt;nnedeljkovic@d64.org&gt;

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## FOIA request

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**Ariel**

Mon, Dec 19, 2022 at 8:51 PM

To: Natasha Nedeljkovic &lt;nnedeljkovic@d64.org&gt;

Hi Natasha,

It has been a couple of months since I first made this FOIA request. There was no information at the time of my original request, but I would like an update on any relevant communications made since my last request for the following:

I have an additional FOIA request regarding page 10 of the DELT presentation, which states: "Review our current books (LRC collections, classroom libraries, read-alouds, shared texts) to ensure our resources are inclusive, representative, and diverse." Please provide all district communications (emails, presentations, phone records, meetings, memorialized discussions, text messages, etc.) regarding the review of current books in the D64 collection as well as books to be considered as future additions to the collection, including but not limited to specific guidelines and discussions of how current books will be reviewed and what kinds of books are considered "inclusive, representative, and diverse" to be added to current D64 collections. Specifically, what topics is D64 looking to cover when adding books to its collection. Please be as detailed and specific as possible and do not simply reply with the district's equity statement on page 5 of the DELT presentation.

Thank you,  
Ariel  
Sent from my iPhone

Natasha Nedeljkovic <nnedeljkovic@d64.org>

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## FOIA request

1 message

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**Margie Nanninga**

Tue, Jan 17, 2023 at 8:55 PM

To: Natasha Nedeljkovic <nnedeljkovic@d64.org>

Hi,

I am seeking documentation related to the Strategic Plan 2021-26 planning process. This should include the survey results from April 2020 and November 2020 parent surveys, meeting notes and documentation from all Strategic Planning Committee meetings, and documentation related to meetings with students (as mentioned in the Strategic Plan " Superintendent Dr. Eric Olson and Assistant Superintendent for Student Learning, Dr. Lori Lopez, met with 7th and 8th grade students to gain feedback and input from the students in order to give them a voice. Students provided comments on the identified goals, ranked them in order of priority").

Response should include all meeting notes, related emails, meeting agendas, survey results, training materials, phone conversations. and invoices/billing.

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**Margie Nanninga**

January 23, 2023

Dear FOIA Officer,

In accordance with the Illinois Freedom of Information Act (5 ILCS 140), I am requesting access to any and all records in your organization's possession related to the resignation of Dr. Eric Olson as Superintendent of District 64, including, but not limited, to the following:

1. The 2022-25 Superintendent's Employment Contract;
2. Any agreement replacing the 2022-25 Superintendent's Employment Contract;
3. Any records concerning the terms of Dr. Olson's resignation, including, but not limited to, compensation for the remaining years on his 2022-25 contract;
4. Any communications (including, but not limited to, email and text messages) sent by District 64 employees and/or Members of the District 64 Board of Education concerning Items 1 through 3 above. [Please note: Such communications are subject to FOIA if they pertain to public business, even if exchanged using personal email accounts and phones. *See Better Gov't Ass'n v. City of Chicago*, 2020 Ill. App 190038 (Ill. App. Ct. 2020)]

Please provide the information within five business days, as required by law.

**The Public's Interest In These Records.** Disclosure of the requested information is in the public interest. Dr. Olson's resignation garnered local media attention within hours of its announcement by the District, reflecting the public's significant interest in this matter.<sup>1</sup> Indeed, the District itself has already acknowledged the public's interest in this matter: Not only did it issue a press release concerning Dr. Olson's resignation,<sup>2</sup> it also publicly disclosed his Letter of Resignation to the Board of Education,<sup>3</sup> his Letter to the Community,<sup>4</sup> and a Letter from the

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<sup>1</sup> See, e.g., Caroline Kubzansky, "[Park Ridge-Niles School District 64 Superintendent Olson resigns](#)," Chicago Tribune, Jan. 23, 2023. Indeed, the prospect of Dr. Olson resigning or being fired has been an ongoing matter of public interest, as chronicled by local media. See, e.g., Caroline Kubzansky, "[Critics in Park Ridge-Niles District 64 target educator over proposal to move date of Holiday Sing](#)," Chicago Tribune, Dec. 13, 2022; Caroline Kubzansky, "[Parents Flock to Park Ridge-Niles District 64 meeting to support superintendent](#)," Chicago Tribune, Dec. 20, 2022.

<sup>2</sup> See "D64 Superintendent Dr. Eric Olson resigns, last day will be in June," available at: <https://www.d64.org/news/1757985/d64-superintendent-dr-eric-olson-resigns-last-day-will-be-in-june>.

<sup>3</sup> Available at: <https://campussuite-storage.s3.amazonaws.com/prod/15657/1240bd87-2879-11e6-b537-22000bd8490f/2540206/54299810-9b40-11ed-9171-02ddf23d8e01/file/Dr.%20Olson's%20Letter%20of%20Resignation.pdf>

<sup>4</sup> Available at: [https://campussuite-storage.s3.amazonaws.com/prod/15657/1240bd87-2879-11e6-b537-22000bd8490f/2540207/54299efa-9b40-11ed-89c4-02ddf23d8e01/file/Dr.%20Olson%20Letter%20to%20the%20Community%201\\_23\\_2023.pdf](https://campussuite-storage.s3.amazonaws.com/prod/15657/1240bd87-2879-11e6-b537-22000bd8490f/2540207/54299efa-9b40-11ed-89c4-02ddf23d8e01/file/Dr.%20Olson%20Letter%20to%20the%20Community%201_23_2023.pdf)

Board of Education concerning his resignation.<sup>5</sup> Additionally, the District has previously disclosed a draft version of the 2022-25 Superintendent's Employment Contract.<sup>6</sup>

Furthermore, the requested information concerns the expenditure of taxpayer money, a matter of substantial interest to the public, and particularly the taxpaying residents of District 64.

*This request is not for a commercial purpose.*

**Specification of Exemptions.** In the unlikely event that you claim any portion of the above public records to be exempt from disclosure under 5 ILCS 140, in writing please (i) identify which portion or portions you claim are exempt and the statutory provision or provisions you contend apply; (ii) set forth the reasons for your conclusion that such portion or portions are exempt; and (iii) release the remainder of such records for inspection and copying, redacting only the portion or portions you claim are exempt. Additionally, please specify the number of pages in each document and the total number of pages responsive to this request.

**Segregability.** Please note that the statute does not allow your agency to withhold documents in their entirety if only parts of the records may be exempt. As required by the Act, please ensure that all reasonably segregable nonexempt portions of documents are released. In excising material, please “black out” the material rather “white out” or “cut out.”

**Prevention of Records Destruction.** Please send a memo (copy to me) to the appropriate units in your office and Members of the Board of Education to assure that no records related to this request are destroyed. Please advise of any destruction of records and include the date and authority of such destruction.

**Reservation of Rights.** I reserve all rights to appeal any redaction or decision not to release information.

**Form In Which Records Should Be Sent.** Please provide any written records in electronic format, i.e., PDF files. Please send a copy of these records via email to me at:

[REDACTED]. If these records cannot be provided to me via email, please make a copy of the PDF files available to me on a CD-Rom and notify me when I can pick up the materials from your office.

Sincerely,  
George Kouros

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<sup>5</sup> Available at: <https://campussuite-storage.s3.amazonaws.com/prod/15657/1240bd87-2879-11e6-b537-22000bd8490f/2540260/5631634c-9b48-11ed-b834-0efc8f6e9fe1/file/Letter%20from%20the%20Board%20of%20Education%20on%20Dr.%20Olson's%20Resignation.pdf>

<sup>6</sup> See Item A-7 of the Report for the Board of Education Regular Meeting, August 18, 2022, available at: [https://campussuite-storage.s3.amazonaws.com/prod/15657/1240bd87-2879-11e6-b537-22000bd8490f/2461775/f942f340-1da6-11ed-9678-0e062dd3c9cf/file/bd%20report%2008\\_18\\_22.pdf](https://campussuite-storage.s3.amazonaws.com/prod/15657/1240bd87-2879-11e6-b537-22000bd8490f/2461775/f942f340-1da6-11ed-9678-0e062dd3c9cf/file/bd%20report%2008_18_22.pdf)

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## [D64 Public Comments at Meetings] Issue of Holiday Sing and Dr. Olson

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**Jennifer Kuzminski**

Wed, Dec 14, 2022 at 8:47 PM

To: d64-publiccomments@d64board.org Cc:  
eolson@d64.org, Denise Pearl <dpearl@d64board.org>

Dear D64 Board,

We are shocked to hear such outrage from a minority of parents who happen to be the loudest over cancelling the "Holiday Sing."

Dr. Olson was intending to move our district forward.

Our district has planned to bring more equity into the schools. Dr. Olson was implementing a district plan.

As parents, one of which happens to have Jewish background, we think that a secular spring concert is more appropriate. It was a shame that a few loud parents have caused a reverse course and called for the termination of Dr. Olson.

We hope that Dr. Olson will stay a long time, and that the D64 Board will back him up, defend and implement his original decision to make the changes to the choral concert for next year, as this is already embraced by our district plan.

We should not let a small, vocal religious group of parents dictate public school policy, especially those who stir the pot and are outsiders, who are only interested in culture politics.

We are all taxpayers that should embrace all cultures, religions and particularly the choice to be without religion in our public schools.

Thank you for your service and time.

Best regards,  
Jennifer and Tony Kuzminski