

LINCOLNWOOD SCHOOL DISTRICT 74 **BOARD OF EDUCATION Facilities Committee Meeting AGENDA** Tuesday, October 17, 2023 at 6:00 PM

**BOARD OF EDUCATION** Kevin Daly, President Rupal Shah Mandal, Vice President John P. Vranas, Secretary Maxie Boynton Myra A. Foutris Jay Oleniczak Peter D. Theodore

**ADMINISTRATION** Dr. David L. Russo, Superintendent of Schools Dr. Dominick M. Lupo, Assistant Superintendent for

Curriculum and Instruction Courtney Whited, Business Manager/CSBO

Agenda of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, to be held in the Marvin Garlich Administration Building 6950 N. East Prairie Road Lincolnwood, Illinois 60712. on Tuesday, October 17, 2023.

IN-PERSON PARTICIPATION: It is expected that all members of the Facilities Committee, plus several administrators, will be physically present at the Marvin Garlich Administration Building located at 6950 N. East Prairie Road, Lincolnwood, IL. The public is welcome.

1. CALL TO ORDER/ROLL CALL **FACILITIES COMMITTEE MEMBERS** 

John P. Vranas (BOE), Chair Rupal Shah Mandal (BOE), Co-Chair Myra A. Foutris (BOE) Wendy Grano, Community Member Emily McCall, Community Member Zade Tagani, Community Member

### ADMINISTRATORS/STAFF

Dr. David L. Russo, Superintendent of Schools Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction Courtney Whited, Business Manager/CSBO Jim Caldwell, Director of Buildings and Grounds

c) Rutledge Hall Art Floor Options

f) Shower in the Rutledge Hall Gymnasium Office

d) Lactation Room

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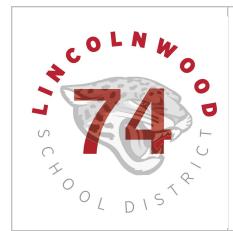
2.	AUDIENCE TO VISITORS	
3.	APPROVAL OF MINUTES a. Facilities Committee Meeting Minutes - <b>SEPTEMBER 19, 2023</b>	3
	Motion by member: Seconded by:	
1.	DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors  a. <u>INFORMATION/DISCUSSION/ACTION</u> : StudioGC architecture+interiors Project(s) Update	<u>6</u>
	<ul> <li>I. Summer 2024-25 Construction Pre-Bid Meeting</li> <li>a) Timeline: Award Project to Bidder at the December Board of Education Meeting</li> <li>b) Alternates</li> </ul>	

e) Carpeted Bulletin Boards Throughout the Rutledge Hall Corridors

II. StudioGC Continues to Seek Out Pricing for the Playground Sensory Path Projects Rutledge Hall Gymnasium - Painted Jaguar Logo Improvements III. IV. **Tuckpointing Punch List** Coatings Applied to Administration, Todd Hall and Rutledge Hall Roofs V. VI. Pantone Standard Red Decision for the District's Vinyl Branding Project (Two 8 Attachments) 5. OLD BUSINESS 6. NEW BUSINESS a. Long-Term Facilities Rental - iPro Soccer Academy 32 b. 2024 School Maintenance Project Grant Application 42 7. INFORMATION/DISCUSSION: District Facilities Update 53 a. Lincolnwood School District 74 will be hosting NTDSE's Extended School Year (ESY) program in Summer 2024 at Todd Hall. b. Alltown Bus Services Inc. Facilities Rental of Lincoln Hall Cafeteria for Safety Training on November 29, 2023, 5 p.m. - 9 p.m. c. Contour Landscaping Company Proposed Enhancements to Lincoln Hall's Courtyard After Meeting with Administration 8. ADJOURNMENT Motion by member: \_\_\_\_\_ Seconded by: \_\_\_\_\_

### Dr. David L. Russo, Superintendent of Schools

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



# LINCOLNWOOD SCHOOL DISTRICT 74 BOARD OF EDUCATION

Facilities Committee Meeting Minutes Tuesday, September 19, 2023 at <u>6:00 PM</u> **BOARD OF EDUCATION** 

Kevin Daly, President
Rupal Shah Mandal, Vice President
John P. Vranas, Secretary
Maxie Boynton
Myra A. Foutris
Jay Oleniczak
Peter D. Theodore

### ADMINISTRATION

Dr. David L. Russo, Superintendent of Schools Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction Courtney Whited, Business Manager/CSBO

Minutes of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74.

Cook County, Illinois, was held in the Marvin Garlich Administration Building 6950 N. East Prairie Road, Lincolnwood, Illinois 60712, on Tuesday, September 19, 2023.

### 1. CALL TO ORDER/ROLL CALL

Chair Vranas called the Facilities Committee meeting to order at 6:00 p.m.

### **FACILITIES COMMITTEE MEMBERS**

John P. Vranas (BOE), Chair Rupal Shah Mandal (BOE), Co-Chair Myra A. Foutris (BOE) Emily McCall, Community Member Zade Tagani, Community Member

### **FACILITIES COMMITTEE MEMBERS NOT PRESENT**

Wendy Grano, Community Member

### ADMINISTRATORS/STAFF

Dr. David L. Russo, Superintendent of Schools Jim Caldwell, Director of Buildings and Grounds Athi Toufexis, StudioGC

# 2. AUDIENCE TO VISITORS None

### 3. APPROVAL OF MINUTES

- a. Facilities Committee Meeting Minutes AUGUST 22, 2023
   A motion was made, seconded, and passed to approve the August 22, 2023 Facilities Committee meeting minutes.
- 4. DISTRICT ARCHITECT OF RECORD STUDIOGC architecture+interiors
- a. StudioGC architecture+interiors Project(s) Update

### I. General Work/Bear Construction

Athi updated the Committee on Summer 2023 construction

- The seven exhaust fans arrived and will be installed October 9th and 10th.
- The Rutledge Hall Gym Logo will be repainted on October 6th and will dry over the long weekend.
- The Todd Hall Bathroom partitions will be arriving in October; there are temporary partitions currently in place.
- The RPZ's were installed at Todd Hall and the project passed a plumbing inspection.
- Todd Hall Nurse's office casework has been repaired.
- There is a minor punch list for the Tuckpointing items. The work will take place over the October holiday weekend.

### II. Masonry Repair/Otto Baum

The Brick blends that had to be procured for the project had a minimum order required from the brickyards. The District did not need all the bricks for the project. The vendor wanted to know if the District would like to purchase the bricks for a change order of \$4,000. It is approximately 570 sq. ft. of bricks. The bricks are currently being stored in the enclosure behind Lincoln Hall. The Committee directed the Administration to keep the bricks for use on a future project and negotiate with the vendor down to \$2,000.

### III. Roofing/GE Riddiford

The coating is scheduled for the last week of September and first week of October. The coating will be on the Administration Building, Todd Hall, and Rutledge Hall.

### IV. Furniture/Various

There are miscellaneous punch list items; waiting for them to arrive.

### b. Summer 2024 Construction Projects

Athi reviewed the Summer 2024 Construction Project. This is a two-year project. Athi explained the changes necessary to make the Rutledge Hall Nurse's Office bathroom ADA compliant. The other concepts would mimic the design from the Todd Hall Nurse's Office bathroom. The project includes removing the wallpaper and replacing flooring. Athi went over concepts for the staff bathrooms at Rutledge Hall adjacent to the MultiPurpose Room, looking to create fully ADA compliant spaces. The renovations will include a single stall all gender bathroom and two stall all gender bathrooms for staff. The Lincoln Hall Plaza was reviewed picking up where the Committee left off with the design from previous discussions. The Committee discussed how many bollards to add to the project. There are currently 10 bollards and approximately six more would be needed to take the bollards to Crawford Ave. The Committee liked the design as depicted (with the extra bollards) and directed Athi to investigate smaller, round tables to try and add seating in the grass area. The Committee would like to see an electrostatic application for handrails in a blue finish instead of painted steel.

OLD BUSINESS None

### 5. NEW BUSINESS

None

### 6. District Facilities Update

a. No Drop-Off/Pick-Up Signage at Crawford and the Lincoln Hall Service Drive

The Committee directed the Administration to inquire with the Police Department what signage would

need to be in place for tickets to be issued.

- b. Facilities Rental Request Lincolnwood Chamber Orchestra Lincoln Hall Auditorium

  The Committee directed the Administration to allow for a rental request and would consider a waiver of rental fees, but personnel would have to be paid for by the Lincolnwood Chamber Orchestra and the District will not pay an honorarium.
- c. Potential Hosting of the NTDSE Extended School Year (ESY) at Todd Hall in Summer 2024

  The Administration is approved to pursue usage of District facilities to house ESY in Summer 2024.

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A motion was made, seconded, and passed to adjourn the Facilities Committee meeting at 6:38 p.m.

The next Facilities Committee meeting will be held Tuesday, October 17, 2023 at 6:00 p.m. The public is welcome.

	John P. Vranas, Chair
Rupal Shah Mandal, Co-chair	



# **Facilities Committee Meeting**

DATE: October 17, 2023

TOPIC: District Architect of Record - StudioGC architecture+interiors Project(s) Update

PREPARED BY: Courtney Whited, Business Manager/CSBO with

Athi Toufexis, Principal, StudioGC architecture+interiors

### Recommended for:

☐ Action

□ Discussion

☑ Information

### Purpose:

To provide the Facilities Committee an update on StudioGC architecture+interiors District Projects:

- 1. Summer 2024-25 construction pre-bid meeting
  - a) Timeline: Award project to bidder at the December Board of Education meeting
  - b) Alternates
  - c) Rutledge Hall art floor options
  - d) Lactation room
  - e) Carpeted bulletin boards throughout the Rutledge Hall corridors
  - f) Shower in the Rutledge Hall gymnasium office
- 2. StudioGC continues to seek out pricing for the playground sensory path projects
- 3. Rutledge Hall Gymnasium painted Jaguar logo improvements
- 4. Tuckpointing Punch List
- 5. Coatings applied to Administration, Todd Hall and Rutledge Hall roofs
- 6. Pantone standard red decision for the District's vinyl branding project

### **Attachments:**

Red 187C throughout Option A or Red 3517C throughout Option B?

with Cool Gray 5C, Cool Gray 8C and Cool Gray 11C

Lincoln Hall athletic staircase: Use a gray background or a red background?



# ARTWORK APPROVAL

PROOF SENT 10/9/23, Proof 2 OPTION A



### **ORDER INFORMATION**

Window Graphics Window Perf. - Exterior, 1st Surface (Sizing: Production see attached, JB removed 1/4" off each side) Qty. 1 area, 13 pieces

District Logo = 16" x 16" Clear Decal/Oveall Size = 18" x 18"

### BY READING BELOW AND EMAILING YOUR APPROVAL YOU ACKNOWLEDGE:

### ALL WORDS ARE SPELLED CORRECTLY

Including, but not limited to, school/organization name(s), proper names, and grammar.

### **ALL VISUAL CONTENT & COLORS ARE CORRECT**

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# ALL QUANTITIES, SIZES, & FINISHING ARE CORRECT Please double check your order information in addition to the artwork.

### client will incur all costs if reprint is necessar $\emptyset$

Every effort is made to be as accurate as possible, but the final responsibility is yours.

### **EMAIL APPROVAL NEEDED FOR PRODUCTION**

187 C

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# ARTWORK APPROVAL

PROOF SENT 10/9/23, Proof 2 OPTION A

PMS 187 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

Black

White

\*DOES NOT PRINT = CLEAR DECAL

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\*DOES NOT PRINT = GLASS

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\*DOES NOT PRINT = FRAMING

# Welcome CRITIES GIHALL

**\*SAME COLOR INFO AS PAGE 1** 

\*NEW DOOR NUMBER DECAL =
Die-Cut White Vinyl, Matte, 1st Surface
13" x 13"

### **ORDER INFORMATION**

Window Graphics Window Perf. - Exterior, 1st Surface (Sizing: Production see attached, JB removed 1/4" off each side) Qty. 1 area, 20 pieces

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Clear Decal/Oveall Size = 18" x 18"

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# ARTWORK APPROVAL

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PMS 187 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

Black

White

\*DOES NOT PRINT = CLEAR DECAL

\*DOES NOT PRINT = GLASS

\*DOES NOT PRINT = FRAMING

LINC DLN HALL &

**\*SAME COLOR INFO AS PAGE 1** 

\*NEW DOOR NUMBER DECAL =
Die-Cut White Vinyl, Matte, 1st Surface
13" x 13"

### **ORDER INFORMATION**

Window Graphics Window Perf. - Exterior, 1st Surface (Sizing: Production see attached, JB removed 1/4" off each side) Qty. 1 area, 19 pieces

District Logo = 16" x 16" Clear Decal/Oveall Size = 18" x 18"

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PMS 187 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

Black

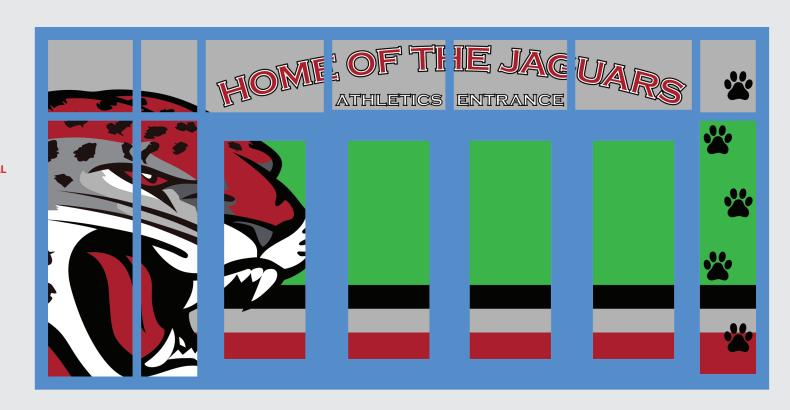
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\*DOES NOT PRINT = CLEAR DECAL

\*DOES NOT PRINT = GLASS

\*DOES NOT PRINT = FRAMING

### **\*SAME COLOR INFO AS PAGE 1**



### **ORDER INFORMATION**

Window Graphics Window Perf. - Exterior, 1st Surface (Sizing: Production see attached, JB removed 1/4" off each side) Qty. 1 area, 17 pieces

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PMS 187 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

Black

White

\*DOES NOT PRINT = STAIRWELL

### **\*SAME COLOR INFO AS PAGE 1**



Cool Gray 8 C

### **ORDER INFORMATION**

Stair Graphics

Floor Vinyl: 480, w/ Floor Lam. (Sizing: Production see attached)

Qty. 1 area, 13 steps

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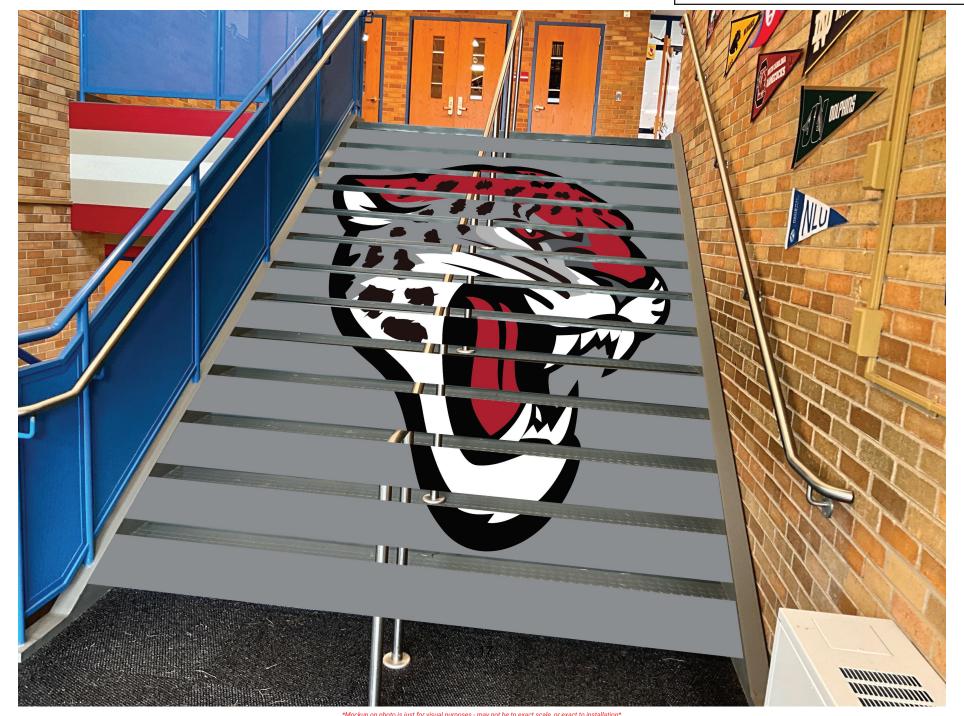
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PMS 187 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

White

\*DOES NOT PRINT = WINDOWS

# **\*SAME COLOR INFO AS PAGE 1**







Cool Gray 11 C

### **ORDER INFORMATION**

**Door Graphics** 

Vinyl: 480, w/ Lam.

(Sizing: Production see attached)

Qty. 1 area - 2 single doors, 1 dbl door

Bleed: 1" b/r

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# ARTWORK APPROVAL

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PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

Black

White

\*DOES NOT PRINT = CLEAR DECAL

\*DOES NOT PRINT = GLASS

\*DOES NOT PRINT = FRAMING



### **ORDER INFORMATION**

Window Graphics Window Perf. - Exterior, 1st Surface (Sizing: Production see attached, JB removed 1/4" off each side) Qty. 1 area, 13 pieces

District Logo = 16" x 16" Clear Decal/Oveall Size = 18" x 18"

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# ARTWORK APPROVAL

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PMS 3517 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

Black

White

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\*DOES NOT PRINT = GLASS

\*DOES NOT PRINT = FRAMING

# **\*SAME COLOR INFO AS PAGE 1**



\*NEW DOOR NUMBER DECAL =
Die-Cut White Vinyl, Matte, 1st Surface
13" x 13"

### **ORDER INFORMATION**

Window Graphics Window Perf. - Exterior, 1st Surface (Sizing: Production see attached, JB removed 1/4" off each side) Qty. 1 area, 20 pieces

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### **ALL VISUAL CONTENT & COLORS ARE CORRECT**

Including, but not limited to, logo(s), colors and layout. Due to various monitor settings and models, the colors of the document may not print exactly as they appear on your screen. If precise color-matching is critical to your job, then we highly recommend a press-printed physical proof (Additional cost may apply). We can't guarantee colors will be accurate unless a Pantone color is specified.

### ALL QUANTITIES, SIZES, & FINISHING ARE CORRECT

Please double check your order information in addition to the artwork.

CLIENT WILL INCUR ALL COSTS IF REPRINT IS NECESSAR 22

Every effort is made to be as accurate as possible, but the final responsibility is yours.

### **EMAIL APPROVAL NEEDED FOR PRODUCTION**

# PLEASE SUBMIT YOUR APPROVAL VIA EMAIL BY RESPONDING. "APPROVED FOR PRODUCTION".

Once approval is given, your order will be sent to production and no further changes can be made. If you are unsure, please contact us with any questions.

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# ARTWORK APPROVAL

PROOF SENT 10/9/23, Proof 2 OPTION B

PMS 3517 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

Black

White

\*DOES NOT PRINT = CLEAR DECAL

\*DOES NOT PRINT = GLASS

\*DOES NOT PRINT = FRAMING

LINC DLN HALL

LINC D

**\*SAME COLOR INFO AS PAGE 1** 

\*NEW DOOR NUMBER DECAL =
Die-Cut White Vinyl, Matte, 1st Surface
13" x 13"

### **ORDER INFORMATION**

Window Graphics Window Perf. - Exterior, 1st Surface (Sizing: Production see attached, JB removed 1/4" off each side) Qty. 1 area, 19 pieces

District Logo = 16" x 16" Clear Decal/Oveall Size = 18" x 18"

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# CLIENT WILL INCUR ALL COSTS IF REPRINT IS NECESSAR 24

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PMS 3517 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

\*DOES NOT PRINT = GLASS

\*DOES NOT PRINT = FRAMING

**Black** 

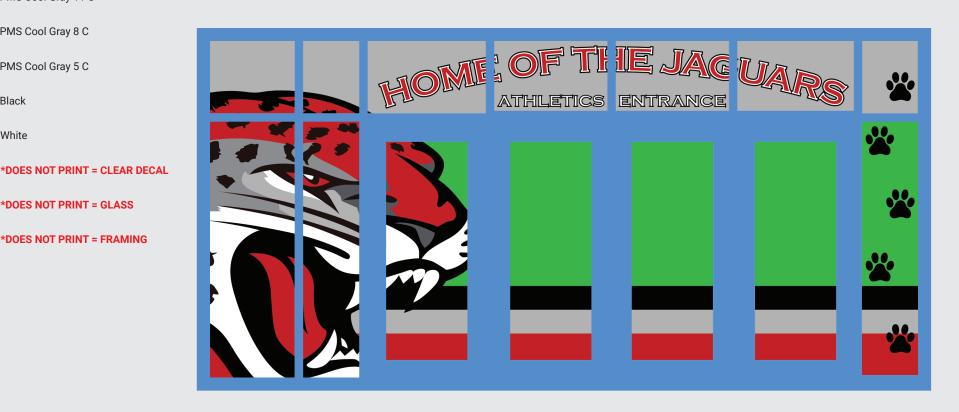
White

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# ARTWORK APPROVAL

PROOF SENT 10/9/23, Proof 2 OPTION B

# **\*SAME COLOR INFO AS PAGE 1**



### **ORDER INFORMATION**

Window Graphics Window Perf. - Exterior, 1st Surface (Sizing: Production see attached, JB removed 1/4" off each side) Qty. 1 area, 17 pieces

### BY READING BELOW AND EMAILING YOUR APPROVAL YOU ACKNOWLEDGE:

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# CLIENT WILL INCUR ALL COSTS IF REPRINT IS NECESSAR 26

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### **EMAIL APPROVAL NEEDED FOR PRODUCTION**

### PLEASE SUBMIT YOUR APPROVAL VIA EMAIL BY RESPONDING, "APPROVED FOR PRODUCTION".

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# **ARTWORK APPROVAL**

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PMS 3517 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

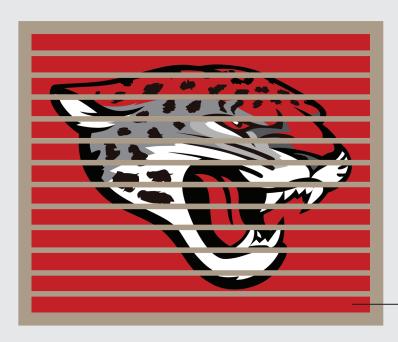
PMS Cool Gray 5 C

Black

White

\*DOES NOT PRINT = STAIRWELL

### **\*SAME COLOR INFO AS PAGE 1**



### **ORDER INFORMATION**

Stair Graphics
Floor Vinyl: 480, w/ Floor Lam.
(Sizing: Production see attache

(Sizing: Production see attached) Qty. 1 area, 13 steps

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# ALL QUANTITIES, SIZES, & FINISHING ARE CORRECT Please double check your order information in addition to the artwork.

CLIENT WILL INCUR ALL COSTS IF REPRINT IS NECESSAR 28

Every effort is made to be as accurate as possible, but the final responsibility is yours.

### **EMAIL APPROVAL NEEDED FOR PRODUCTION**

3517 C

# PLEASE SUBMIT YOUR APPROVAL VIA EMAIL BY RESPONDING. "APPROVED FOR PRODUCTION".

Once approval is given, your order will be sent to production and no further changes can be made. If you are unsure, please contact us with any questions.

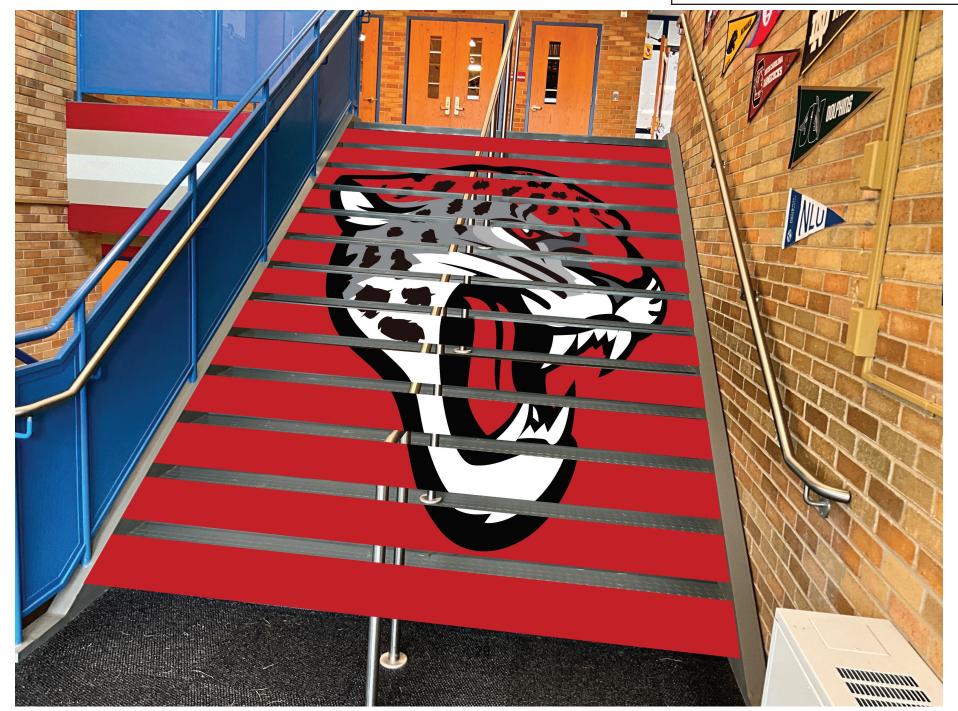
If the information on your order is not correct, please let us know and we will make the required changes.

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# ARTWORK APPROVAL

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PMS 3517 C

PMS Cool Gray 11 C

PMS Cool Gray 8 C

PMS Cool Gray 5 C

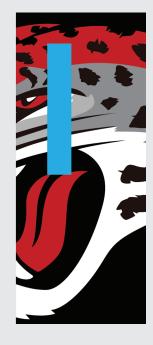
White

\*DOES NOT PRINT = WINDOWS

### **\*SAME COLOR INFO AS PAGE 1**







Cool Gray 11 C

### **ORDER INFORMATION**

**Door Graphics** 

Vinyl: 480, w/ Lam.

(Sizing: Production see attached)

Qty. 1 area - 2 single doors, 1 dbl door

Bleed: 1" b/r

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# CLIENT WILL INCUR ALL COSTS IF REPRINT IS NECESSAR 30

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### **EMAIL APPROVAL NEEDED FOR PRODUCTION**

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DATE: October 17, 2023

TOPIC: Long-Term Facilities Rental - iPro Soccer Academy

PREPARED BY: Courtney Whited

### Recommended for:

□ Action

□ Discussion

### **Background:**

Costel Serban, President of iPro Skills Soccer Academy, requested long-term, weekday use of the Todd Hall Gymnasium for this European-style soccer program. Access for activities would be granted from 6:00 p.m. to 9:00 p.m. beginning November 13, 2023 and ending March 29, 2024.

District 74's legal counsel prepared the attached shared use agreement for this rental duration.

The SD74 Business Office called Chicago Park District for a reference check on iPro Skills. The feedback was excellent in terms of iPro's past practices of field care and payments. The District will secure proof of acceptable background checks on all of the iPro adults who will be coaching during the rental period.

### **Fiscal Impact:**

\$13,350 of revenue to be collected from November 2023 - March 2024

### **Recommendation:**

The Facilities Committee concurs with the Administration to recommend to the Board of Education to approve the Shared Use Agreement between SD74 and iPro Skills Academy Corporation for weeknight rental of the Todd Hall Gym from November 13, 2023 through March 29, 2024 at a cost of \$50 per hour.

# SHARED USE AGREEMENT BETWEEN LINCOLNWOOD SCHOOL DISTRICT NO. 74 AND IPROSKILLS ACADEMY CORPORATION / IPRO SOCCER COMMUNITY NFP

THIS SHARED USE AGREEMENT ("Agreement") is entered into by and between the BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, a body politic and corporate, ("District"), IPROSKILLS ACADEMY CORPORATION, an Illinois corporation (herein "iProSkills Academy"), and IPRO SOCCER COMMUNITY NFP, an Illinois not-for-profit corporation (herein "iPro Soccer"), (both collectively "the iPro Entities") as of this 2nd day of November, 2023.

**WHEREAS**, the District owns the real property located at 3925 Lunt Avenue, Lincolnwood, Illinois 60712, also known as Todd Hall School ("Site"); and

WHEREAS, iProSkills Academy is a European-style soccer club for area youth; and

WHEREAS, iPro Soccer is an Illinois not-for-profit corporation with a 501(c)(3) designation as a charitable organization which provides need-based scholarships for youth to participate in iProSkills Academy programs; and

**WHEREAS**, the iPro Entities desire to utilize the gymnasium on the Site for soccer practices (the "Permitted Uses"); and

WHEREAS, the District has determined that the iPro Entities' use of the Site as set forth herein for its programs and activities will not interfere with the District's use of the Site and will enhance the delivery of the iPro Entities' services to constituents of the District; and

WHEREAS, the iPro Entities desire to utilize the gymnasium on the Site and to enter into this Agreement defining the rights, duties, liabilities of the parties relating to the usage of that portion of the Site; and

WHEREAS, the Board of Education of the District has the authority to enter into agreements providing for the use of District facilities pursuant to Section 10-22.10 of the Illinois School Code and has delegated such authority to the Superintendent pursuant to Board Policy 8:20 and the administrative procedures thereto; and

**WHEREAS**, the Board of Education of the District has determined that it is in its best interests to enter into agreements such as this pursuant to the authority granted to it pursuant to the *School Code*, including, but not limited to, Section 10-22.10 thereof (105 ILCS 5/10-22.10).

- **NOW, THEREFORE**, in consideration of the following mutual covenants and agreements, the District and the iPro Entities agree as follows:
- 1. <u>Grant of License</u>. The District hereby grants the iPro Entities a non-exclusive agreement to use the Site for the Permitted Uses during the term stated herein subject to the terms and conditions of this Agreement. Incident to the Permitted Uses, the iPro Entities shall

also be permitted reasonable ingress and egress to and from the Site, non-exclusive use of the parking lot and driveways, and non-exclusive use of common areas such as bathrooms and hallways. When utilizing the Site under this Agreement, the iPro Entities, their members, guests and invitees shall enter through the Door #18 entrance.

- 2. <u>Term.</u> The term of this Agreement shall commence on November 13, 2023 and shall end on March 29, 2024. During the Term, the iPro Entities shall only be entitled to use the Site on the days mutually agreed upon by the parties between the hours of 6:00 p.m. to 9:00 p.m. on weekdays when school is in session for the Permitted Uses, subject to the use restrictions set forth in this Agreement. The parties shall meet to set a schedule for use of the Site. The agreed upon schedule shall be signed by both parties and attached to this Agreement as Exhibit A.
- 3. Permitted Uses and Conditions of Site. The District is providing the Site on an "AS-IS" condition and makes no representations or warranties of any kind with respect to the condition of the Site or the fitness of the Site for any particular purpose or use. The iPro Entities shall not use the Site for any use other than the Permitted Uses without the express written consent of the District, which it may withhold in its sole discretion. The iPro Entities shall ensure that all of the programs they operate on the Site are properly supervised by individuals with the appropriate training to supervise such programs. Additionally, all coaches, staff and employees of the iPro Entities who will be present on District property pursuant to this Agreement shall, prior to the commencement of this Agreement, submit to a fingerprint-based criminal background check as detailed in Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) to ensure that any coaches, staff and employees of the iPro Entities have not been convicted of any of the prohibited offenses in such Section. No coach, staff member or employee of the iPro Entities shall participate in any program under this Agreement, provide any services related thereto or be present on the District property if said person has been convicted of a prohibited offense.
- 4. <u>License Fee</u>. In exchange for the shared use granted herein, the iPro Entities' shall pay the District \$50 per hour, which shall be invoiced by the District monthly and shall be due within fourteen (14) days of receipt of the invoice. A minimum of one hour will be charged. If the District does not receive the amount of the invoice when due, said invoice shall be considered late and the iPro Entities shall pay a late fee of \$100.
- 5. <u>Alterations to Site</u>. The iPro Entities shall make no alterations or improvements to the Site without the prior written approval of the District, which approval may be withheld in the District's sole discretion. Furthermore, the iPro Entities shall not take any action on the Site that may result in a lien thereon. To the extent any lien is filed, recorded or asserted against the property due to any act or omission of the iPro Entities, or their use of the Site, the iPro Entities shall promptly discharge such lien; if the iPro Entities fail to promptly discharge such lien, the District may take such steps as it deems necessary to discharge the lien and the iPro Entities shall be responsible for all costs and expenses incurred by the District in discharging the lien, including reasonable attorneys fees.
- 6. <u>Priority Use of the Site</u>. The District shall retain priority use of the Site in the event it is needed for school-related activities. In such an event, the District shall provide the

iPro Entities with at least fourteen (14) days advanced written notice of such conflict and the District shall be entitled to use of the Site. The iPro Entities shall be entitled to a refund of any prepaid fees related to the District's use of the Site under this Paragraph. In addition, the iPro Entities are advised that the District has already entered into a separate agreement for the operation of an early childhood program on portions of the Site between the hours of 6:00 a.m. and 6:00 p.m., on weekdays when school is in session, including access to the gymnasium and common areas referenced herein. The iPro Entities shall ensure cooperation between their users and the early childhood program's users during crossover periods. A failure to ensure cooperation may result in the termination of this agreement by the District in its sole discretion.

- Maintenance. During their use of the Site, the iPro Entities shall be responsible to maintain the Site in good and safe condition for the uses and purposes for which it is authorized to use the Site hereunder and shall leave the Site in a neat and clean condition. The iPro Entities shall remove all personal property from the Site at the end of the use thereof. Any personal property left on the Site shall become the property of the District and it may dispose of it as it deems appropriate. The iPro Entities shall be responsible for all costs and expenses incurred by the District in disposing any personal property left at the Site. Further, the iPro Entities shall indemnify and hold harmless the Indemnitees (defined in Paragraph 10 below) from any claim by any third party related to the District's disposal of any personal property pursuant to the terms of this Paragraph.
- 8. **Equipment**. The District shall not provide the iPro Entities with any soccer equipment under this Agreement. The iPro Entities shall be responsible for all other equipment necessary to operate its programs.
- Insurance. iProSkills Academy shall maintain at all times while this Agreement is in effect, the following insurance: (i) commercial general liability insurance, on an occurrence basis, in the amount of at least \$1,000,000 per occurrence and \$5,000,000 in the aggregate; (ii) automobile liability insurance with a limit of not less than \$1,000,000 each accident and such insurance shall cover liability arising out of any auto (including hired and non-owned autos); and (iii) workers' compensation insurance in at least the minimums required by law. iProSkills Academy shall name the Indemnitees (as defined in Paragraph 10 below) as additional insureds on all insurance required hereunder with the sole exception of the workers' compensation insurance. iProSkills Academy shall provide the District with a certificate of insurance, in a form acceptable to District, evidencing the insurance required hereunder. Upon demand, iProSkills Academy shall provide copies of all insurance policies required hereunder, and endorsements thereto, to the District. All insurance of iProSkills Academy shall be primary. Further, to the fullest extent permitted by such policy, iProSkills Academy waives any and all rights of subrogation it or any of its insurers may have against any Indemnitee.
- 10. <u>Indemnity and Waiver</u>. The iPro Entities hereby agree to indemnify and hold harmless the District, its individual Board members, officers, officials, employees, volunteers and agents (collectively "Indemnitees"), harmless from and against any and all liabilities, obligations, claims, demands, damages, causes of action, costs, fees and expenses whatsoever, including, but not limited to reasonable attorney's fees, that arise out of, relating to or are connected with the iPro Entities' use of the Site, or any breach of this Agreement. Further, to the

fullest extent permitted by law, the iPro Entities waive any and all claims, demands and causes of action it may have now or in the future against the Indemnitees arising out of, related to or connected with the iPro Entities' use of the Site or any breach of this Agreement. The iPro Entities shall ensure that they obtain insurance to cover the indemnification obligation stated in this Paragraph.

- 11. <u>Compliance with Laws</u>. In utilizing the Site, the iPro Entities shall comply fully with the requirements 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, as well as all other applicable laws, rules and regulations. The iPro Entities further agree to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 *et seq.*), and their rules and regulations.
- 12. **Property Taxes.** The iPro Entities shall be responsible for any taxes and fees assessed against the Site or District property as a result of the iPro Entities' use thereof. The iPro Entities shall promptly pay such taxes and fees upon demand. If the iPro Entities fail to make such payment, the District may make such payment and the iPro Entities shall be responsible for such payment and all other costs and fees, including attorneys' fees incurred by the District related to making such payment and obtaining reimbursement thereof from the iPro Entities.
- 13. <u>Default</u>. If any party fails to comply with any of the terms hereof, the other party shall provide the breaching party with written notice describing in reasonable detail the nature of the breach. Upon receipt of the notice, the breaching party shall have fourteen (14) days to either remedy such breach, or, if such breach cannot be reasonably remedied within fourteen (14) days, take action to remedy such breach within said fourteen (14) days as quickly as is reasonably possible. If the breaching party fails to take action as required within the fourteen (14) day period, then the breaching party shall be in default of this Agreement and the non-defaulting party may suspend its obligations hereunder until such default is remedied, terminate this Agreement or take such other action as the non-defaulting party may have in equity or law. The District's maximum liability hereunder shall not exceed the amount of any prepaid fee made by the iPro Entities. THE IPRO ENTITIES AGREE TO WAIVE THEIR RIGHTS TO A JURY TRIAL.
- 14. <u>Notice</u>. Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted the parties at the following addresses:

# IPROSKILLS ACADEMY CORPORATION District & IPRO SOCCER COMMUNITY NFP

Costel Serban 6450 N Central Park Ave Lincolnwood, Illinois 60712-4043 Dr. David Russo, Superintendent Lincolnwood School District No. 74 6950 N. East Prairie Road Lincolnwood, Illinois 60712

- 15. <u>Incorporation</u>. The recitals set forth above are incorporated into and made a part of this Agreement. In addition, the application form completed by the iPro Entities is also hereby incorporated into and made a part of this Agreement and may be attached as an exhibit hereto.
- 16. <u>Governing Law and Venue</u>. This Agreement shall be construed under and in accordance with the laws of the State of Illinois. Venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the iPro Entities hereby submit to the jurisdiction of that court.
- 17. <u>Complete Understanding</u>. This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.
- 18. <u>Amendment.</u> No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.
- 19. <u>Waiver</u>. The failure of either party to demand strict performance of this Agreement on any one occasion shall not prohibit such party from demanding strict performance hereof on any future occasion.
- 20. <u>Authority to Execute</u>. Each signatory hereto represents and warrants that they have the proper corporate authority to execute this Agreement and bind their respective entity to the terms and conditions hereof.
- 21. <u>No Third Party Beneficiaries</u>. This Agreement is by and between the signatories hereto and does not convey any benefits or rights to any third parties and no third party may rely upon the terms and conditions hereof.
- 22. <u>Assignment.</u> The iPro Entities may not assign their interests in this Agreement to any third party without the prior written consent of the District, which it may withhold in its sole discretion.
- 23. <u>Counterparts & Facsimile Signatures.</u> This Agreement may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Agreement as if the parties had signed a single document. Facsimile signatures shall constitute original signatures for all purposes of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into as of the date first set forth above.

# IPROSKILLS ACADEMY CORPORATION, an Illinois corporation

# BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74

By:	Costel Serban	By: _	
Name:	COSTEL SERBAN	_	Kevin Daly, President
Title: _	PRESIDENT	_	
	OCCER COMMUNITY NFP, ois not-for-profit corporation		
By:	Costel Serban	_	
Name: _	COSTEL SERBAN	_	
Title:	PRESIDENT		

iPro Soccer Fees	Todd Hall Gym Class II Hourly Rate	6:00 PM to 9:00 PM	\$13,350.00 Total	Monthly Totals	
Mon, Nov 13, 2023	\$50.00	3.0	\$150.00		
Tue, Nov 14, 2023	\$50.00	3.0	\$150.00		
Wed, Nov 15, 2023	\$50.00	3.0	\$150.00		
Thu, Nov 16, 2023	\$50.00	3.0	\$150.00		
Fri, Nov 17, 2023	\$50.00	3.0	\$150.00		
Mon, Nov 20, 2023	\$50.00	3.0	\$150.00		
Tue, Nov 21, 2023	\$50.00	3.0	\$150.00		
Wed, Nov 22, 2023	\$50.00	3.0	\$150.00		
Thu, Nov 23, 2023	\$50.00	0.0	\$0.00	Thanksgiving	
Fri, Nov 24, 2023	\$50.00	0.0	\$0.00	Holiday	
Mon, Nov 27, 2023	\$50.00	3.0	\$150.00		
Tue, Nov 28, 2023	\$50.00	3.0	\$150.00		
Wed, Nov 29, 2023	\$50.00	3.0	\$150.00		
Thu, Nov 30, 2023	\$50.00	3.0	\$150.00	\$1,800.00	NOV Total
Fri, Dec 1, 2023	\$50.00	3.0	\$150.00		
Mon, Dec 4, 2023	\$50.00	3.0	\$150.00		
Tue, Dec 5, 2023	\$50.00	3.0	\$150.00		
Wed, Dec 6, 2023	\$50.00	3.0	\$150.00		
Thu, Dec 7, 2023	\$50.00	3.0	\$150.00		
Fri, Dec 8, 2023	\$50.00	3.0	\$150.00		
Mon, Dec 11, 2023	\$50.00	3.0	\$150.00		
Tue, Dec 12, 2023	\$50.00	3.0	\$150.00		
Wed, Dec 13, 2023	\$50.00	3.0	\$150.00		
Thu, Dec 14, 2023	\$50.00	3.0	\$150.00		
Fri, Dec 15, 2023	\$50.00	3.0	\$150.00		
Mon, Dec 18, 2023	\$50.00	3.0	\$150.00		
Tue, Dec 19, 2023	\$50.00	3.0	\$150.00		
Wed, Dec 20, 2023	\$50.00	3.0	\$150.00		
Thu, Dec 21, 2023	\$50.00	3.0	\$150.00		
Fri, Dec 22, 2023	\$50.00	3.0	\$150.00		
Mon, Dec 25, 2023	\$50.00	0.0	\$0.00	Christmas	
Tue, Dec 26, 2023	\$50.00	0.0	\$0.00	Holiday	
Wed, Dec 27, 2023	\$50.00	3.0	\$150.00	Day Hours 9-Noon	
Thu, Dec 28, 2023	\$50.00	3.0	\$150.00	Day Hours 9-Noon	
Fri, Dec 29, 2023	\$50.00	3.0	\$150.00	\$2,850.00	DEC Total

iPro Soccer Fees	Todd Hall Gym Class II Hourly Rate	6:00 PM to 9:00 PM	\$13,350.00 Total	Monthly Totals
Mon, Jan 1, 2024	\$50.00	0.0	\$0.00	New Year's
Tue, Jan 2, 2024	\$50.00	0.0	\$0.00	Holiday
Wed, Jan 3, 2024	\$50.00	3.0	\$150.00	Day Hours 9-Noon
Thu, Jan 4, 2024	\$50.00	3.0	\$150.00	Day Hours 9-Noon
Fri, Jan 5, 2024	\$50.00	3.0	\$150.00	Day Hours 9-Noon
Mon, Jan 8, 2024	\$50.00	3.0	\$150.00	
Tue, Jan 9, 2024	\$50.00	3.0	\$150.00	
Wed, Jan 10, 2024	\$50.00	3.0	\$150.00	
Thu, Jan 11, 2024	\$50.00	3.0	\$150.00	
Fri, Jan 12, 2024	\$50.00	3.0	\$150.00	
Mon, Jan 15, 2024	\$50.00	0.0	\$0.00	MLK Jr. Holiday
Tue, Jan 16, 2024	\$50.00	3.0	\$150.00	
Wed, Jan 17, 2024	\$50.00	3.0	\$150.00	
Thu, Jan 18, 2024	\$50.00	3.0	\$150.00	
Fri, Jan 19, 2024	\$50.00	3.0	\$150.00	
Mon, Jan 22, 2024	\$50.00	3.0	\$150.00	
Tue, Jan 23, 2024	\$50.00	3.0	\$150.00	
Wed, Jan 24, 2024	\$50.00	3.0	\$150.00	
Thu, Jan 25, 2024	\$50.00	3.0	\$150.00	
Fri, Jan 26, 2024	\$50.00	3.0	\$150.00	
Mon, Jan 29, 2024	\$50.00	3.0	\$150.00	
Tue, Jan 30, 2024	\$50.00	3.0	\$150.00	
Wed, Jan 31, 2024	\$50.00	3.0	\$150.00	\$3,000.00
Thu, Feb 1, 2024	\$50.00	3.0	\$150.00	
Fri, Feb 2, 2024	\$50.00	3.0	\$150.00	
Mon, Feb 5, 2024	\$50.00	3.0	\$150.00	
Tue, Feb 6, 2024	\$50.00	3.0	\$150.00	
Wed, Feb 7, 2024	\$50.00	3.0	\$150.00	
Thu, Feb 8, 2024	\$50.00	3.0	\$150.00	
Fri, Feb 9, 2024	\$50.00	3.0	\$150.00	
Mon, Feb 12, 2024	\$50.00	3.0	\$150.00	
Tue, Feb 13, 2024	\$50.00	3.0	\$150.00	
Wed, Feb 14, 2024	\$50.00	3.0	\$150.00	
Thu, Feb 15, 2024	\$50.00	3.0	\$150.00	
Fri, Feb 16, 2024	\$50.00	3.0	\$150.00	

JAN Total

iPro Soccer Fees	Todd Hall Gym Class II Hourly Rate	6:00 PM to 9:00 PM	\$13,350.00 Total	Monthly Totals	
Mon, Feb 19, 2024	\$50.00	0.0	\$0.00	Presidents' Holiday	
Tue, Feb 20, 2024	\$50.00	3.0	\$150.00		
Wed, Feb 21, 2024	\$50.00	3.0	\$150.00		
Thu, Feb 22, 2024	\$50.00	3.0	\$150.00		
Fri, Feb 23, 2024	\$50.00	3.0	\$150.00		
Mon, Feb 26, 2024	\$50.00	3.0	\$150.00		
Tue, Feb 27, 2024	\$50.00	3.0	\$150.00		
Wed, Feb 28, 2024	\$50.00	3.0	\$150.00		
Thu, Feb 29, 2024	\$50.00	3.0	\$150.00	\$3,000.00	FEB Total
Fri, Mar 1, 2024	\$50.00	3.0	\$150.00		
Mon, Mar 4, 2024	\$50.00	0.0	\$0.00	Pulaski Holiday	
Tue, Mar 5, 2024	\$50.00	3.0	\$150.00		
Wed, Mar 6, 2024	\$50.00	3.0	\$150.00		
Thu, Mar 7, 2024	\$50.00	3.0	\$150.00		
Fri, Mar 8, 2024	\$50.00	3.0	\$150.00		
Mon, Mar 11, 2024	\$50.00	3.0	\$150.00		
Tue, Mar 12, 2024	\$50.00	0.0	\$0.00	Estimated Conf.	*2 Evenings of
Wed, Mar 13, 2024	\$50.00	3.0	\$150.00		Parent/Teacher
Thu, Mar 14, 2024	\$50.00	0.0	\$0.00	Estimated Conf.	Conferences
Fri, Mar 15, 2024	\$50.00	3.0	\$150.00		TBD in March
Mon, Mar 18, 2024	\$50.00	3.0	\$150.00		
Tue, Mar 19, 2024	\$50.00	3.0	\$150.00	Estimated Conf.	
Wed, Mar 20, 2024	\$50.00	3.0	\$150.00		
Thu, Mar 21, 2024	\$50.00	3.0	\$150.00	Estimated Conf.	
Fri, Mar 22, 2024	\$50.00	3.0	\$150.00		
Mon, Mar 25, 2024	\$50.00	3.0	\$150.00	Day Hours 9-Noon	
Tue, Mar 26, 2024	\$50.00	3.0	\$150.00	Day Hours 9-Noon	
Wed, Mar 27, 2024	\$50.00	3.0	\$150.00	Day Hours 9-Noon	
Thu, Mar 28, 2024	\$50.00	3.0	\$150.00	Day Hours 9-Noon	
Fri, Mar 29, 2024	\$50.00	3.0	\$150.00	Day Hours 9-Noon	
				\$2,700.00	MAR Total



# Executive Summary Facilities Committee Meeting

DATE: October 17, 2023

TOPIC: 2024 School Maintenance Project Grant Application

PREPARED BY: Courtney Whited

# **Recommended for:**

□ Action

□ Discussion

☑ Information

# **Background:**

The Administration began the ISBE School Maintenance Project Grant application process in an effort to secure up to \$50,000 for the Rutledge Hall Health Life Safety plumbing work cited on the Master Facilities Plan for Summer 2024.

One of the steps in this process is to assure the grant application has been authorized by the local Board of Education at a duly convened meeting, and the local Board of Education has reserved local funds in an amount equal to the School Maintenance Project Grant requested to meet the local match requirement. In addition, the District must have not obligated funds or began work on any of the projects listed. These assurances will be in the form of the Board President's signature on the District Certification and the Taxpayer Identification Number.

# **Fiscal Impact:**

Up to \$50,000 of incoming Illinois State revenue

\$537,963 is the anticipated cost to replace worn plumbing fixtures and galvanized pipes with copper pipes in Rutledge Hall

#### Recommendation:

The Facilities Committee concurs with the Administration to recommend to the Board of Education to approve the District Certification form and Taxpayer Identification form in order to complete the ISBE School Maintenance Project Grant application process before the December 1, 2023 deadline.

# Add / Edit Schedule Item

Item Id:	1			
Facility Name & Address:*	RUTLEDGE HALL ELEM SCHOOL, 6850 E Prairie, Lincolnwood			
Description of Facility:*  Describe the year built, approximate square footage, and how many students the building houses.	Rutledge Hall is a two-story school for approximately 450 pupils in grades 3-5. The original construction year was 1956 with a 1994 addition. Approximate square footage is 60,000 sq. ft.			
Description of Work:*  Be thorough, explaining what work needs to be completed including replacement and repairable related items to complete the project. Please make sure the category code matches the description of work.	Replace galvanized water piping and fixtures due to necessary corrections on Items #9 and #10 in HLS Amendment #10 for Rutledge Hall as follows:  The existing domestic water piping mains are the original galvanized steel piping. The piping is deteriorated causing leaks and loss of water pressure to building. The existing plumbing fixtures in classrooms and toilet rooms are the original fixtures and are worn and scratched. This makes it difficult to keep the fixtures clean.			
Location of Work within the building/outside the building if it affects only a portion of the building: (i.e. North Wing classrooms)*	Throughout the first and second floors of the entire Rutledge Hall school.			
Project Priority Category:	B - Health/life safety Projects			
Amendment Number 10 V  Work Item Number 10 V  Note: The Description of Work entry above must be to	he work described in HLS amendment work item selected.			
Please describe any differences in cost between the HLS work item and the SMPG work item.	No differences to state.			
If the HLS work item is past the estimated completion date listed in the survey or amendment, please state that the work has not yet been completed and explain the cause of the delay.	The date listed on the HLS Survey is listed for the year of 2020. It remains a project that will be completed in the 10-year span even though it is now scheduled for 2024.			
Category Code:*	Plumbing			
Total Work Cost: [0000]*	\$[537963]			
Estimated Start Date: [MM/DD/YYYY]*	06/06/2024			
Estimated Completion Date: [MM/DD/YYYY]*	08/20/2024			

Save Item Delete Cancel

#### STATE ASSURANCES

### GRANT APPLICATION CERTIFICATIONS AND ASSURANCES

#### **SCHOOL DIST 74**

#### RCDT #: 05-016-0740-02

# FY 24 Application Cycle - Round 1

☑ By checking this box, the applicant/award recipient (hereinafter the term "applicant" includes "award recipient" as the context requires) hereby certifies and assures the Illinois State Board of Education that:

The applicant has the necessary legal authority to apply for and to receive the proposed award. The filing of this application has been authorized by the governing body of the applicant, and the undersigned representative has been duly authorized to file this application for and on behalf of said applicant and otherwise to act as the authorized representative of the applicant in connection with this application and any award in relation thereto.

# **DEFINITIONS**

"Applicant" means an individual, entity, or entities for which grant funds may be available and who has made application to the Illinois State Board of Education for an award of such grant funds.

"Grant" means the award of funds, which are to be expended in accordance with the Grant Agreement for a particular project. The terms "grant," "award," "program," and "project" may be used interchangeably.

"Grantee" means the person, entity, or entities that are to receive or have received grant funds through an award from the Illinois State Board of Education. The terms "grantee" and "award recipient" may be used interchangeably.

"Project" means the activities to be performed for which grant funds are being sought by the applicant. The terms "project" and "program" may be used interchangeably.

The capitalized word "Term" means the period of time from the project beginning date through the project ending date.

# NO BINDING OBLIGATION

The applicant acknowledges and agrees that the selection of its proposal for funding, or approval to fund an application, shall not be deemed to be a binding obligation of the Illinois State Board of Education until such time as a final Grant Agreement is entered into between the applicant and the Illinois State Board of Education. Prior to the execution of a final Grant Agreement, the Illinois State Board of Education may withdraw its award of funding to the applicant at any time, for any reason.

Payment under this grant is subject to passage of a sufficient appropriation by the Illinois General Assembly or sufficient appropriation by the U.S. Congress for federal programs. Obligations of the Illinois State Board of Education will cease immediately without further obligation should the agency fail to receive sufficient state, federal, or other funds for this program.

## **PROJECT**

The project proposed in the application, and as negotiated and finalized by the parties in the Grant Agreement, is hereinafter referred to as the "project." In planning the project there has been, and in establishing and carrying out the project there will be (to the extent applicable to the project), participation of persons broadly representative of the cultural and educational resources of the area to be served, including persons representative of the interests of potential beneficiaries.

Applicants may be asked to clarify certain aspects of their proposals/applications or proposed amendments prior to final agreement on the terms of the project or amendment.

All funds provided shall be used solely for the purposes stated in the approved proposal/application, as finalized in the Grant Agreement.

The project will be administered by or under the supervision of the applicant and in accordance with the laws and regulations applicable to the grant. The applicant will be responsible for and obtain all necessary permits, licenses, or consent forms as may be required to implement the project.

#### **FUNDING**

All funds provided will be used solely for the purposes stated in the approved proposal/application, as finalized in the Grant Agreement, in accordance with applicable federal and state statutes, regulations, administrative rules, and terms and conditions of the grant.

The applicant may not count tuition and fees collected from students toward meeting matching, cost sharing, or maintenance of effort requirements of a program, pursuant to 34 CFR 76.534.

If real property or structures are provided or improved with the aid of federal financial assistance, the applicant will comply with applicable statutes, regulations, and the project application in the use, encumbrance, transfer, or sale of such property or structure. If personal property is so provided, the applicant will comply with applicable statutes, regulations, and the project application in the use, encumbrance, transfer, disposal, and sale of such.

All expenditures claimed in relation to a grant are subject to applicable federal and state laws, regulations, and administrative rules. Expenditures claimed in relation to an award are subject to cost allowability standards, as defined by the grant program, and other applicable federal and state laws, regulations, and administrative rules. Failure to adhere to these requirements will lead to disallowed expenditures for which funds must be returned.

Adequacy tier designation under Evidence-Based Funding will be utilized by ISBE at its discretion pursuant to applicable law and agency policy (105 ILCS 5/18-8.15).

The applicant will accept funds in accordance with applicable federal and state statutes, regulations, administrative rules, and terms and conditions of the award, and administer the programs in compliance with all provisions of such statutes, regulations, administrative rules, terms and conditions of the award, and amendments thereto.

Failure of applicant to comply with state and federal statutes, regulations, administrative rules, or the terms and conditions of the award may result in conditions placed on grantee, including, but not limited to, involuntary termination of a grant at the discretion of the Illinois State Board of Education, in whole or in part, in accordance with federal and state laws and regulations.

# **GENERAL CERTIFICATIONS AND ASSURANCES**

The applicant will obey all applicable state and federal laws, regulations, and executive orders, including without limitation those regarding the confidentiality of student records, such as the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Illinois School Student Records Act (105 ILCS 10/1 et seq.); those prohibiting discrimination on the basis of race, color, national origin, sex, age, or handicap, such as Title IX of the Amendments of 1972 (20 U.S.C. 1681 et seq.) and 34 CFR part 106, the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 34 CFR part 104, the Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et seq.), the Age Discrimination Act (42 U.S.C. 6101 et seq.) and 34 CFR part 110, Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 2000e et seq.) and 34 CFR part 100, the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and the Illinois School Code (105 ILCS 5/1-1 et seq.). Further, no award recipient shall deny access to the program funded under the grant to students who lack documentation of their immigration status or legal presence in the United States (Plyler v. Doe, 457 U.S. 202, 102 S.Ct. 2382 (1982)).

The applicant certifies it has informed the state superintendent of education in writing if any employee of the applicant/ grantee was formerly employed by the Illinois State Board of Education and has received an early retirement incentive under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 (Illinois Pension Code). The applicant acknowledges and agrees that if such early retirement incentive was received, the Grant Agreement is not valid unless the official executing the agreement has made the appropriate filing with the auditor general prior to execution.

The applicant shall notify the state superintendent of education if the applicant solicits or intends to solicit for employment any of the Illinois State Board of Education's employees during any part of the application process or during the Term of the Grant Agreement.

The applicant is not barred from entering into this contract by Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.

An applicant who is an individual cannot be in default on an educational loan as provided in 5 ILCS 385/3.

The applicant certifies it does not pay dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club that unlawfully discriminates (775 ILCS 25/1).

The applicant certifies that it is (a) current as to the filing and payment of any applicable federal, state, and/or local taxes; and (b) not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

Any applicant not subject to Section 10-21.9 of the School Code certifies that a fingerprint-based criminal history records check through the Illinois State Police and a check of the Statewide Sex Offender Database will be performed for a) all its employees, b) volunteers, and c) all employees of persons or firms holding contracts with the applicant/ grantee who have direct contact with children receiving services under the grant. Such applicant shall not a) employ individuals, b) allow individuals to volunteer, or c) enter into a contract with a person or firm who employs individuals who will have direct contact with children receiving services under the grant if they have been convicted of any offense identified in subsection (c) of Section 10-21.9 of the School Code (105 ILCS 5/10-21.9(c)) or have been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 (705 ILCS 405/2-1 et seq.).

The applicant hereby ensures that when purchasing core instructional print materials published after July 19, 2006, all such purchases are made from publishers who comply with the requirements of 105 ILCS 5/28-21. This legislation instructs the publisher to send (at no additional cost) to the National Instructional Materials Access Center electronic files containing the contents of the print instructional materials using the National Instructional Materials Accessibility Standard on or before delivery of the print instructional materials. This does not preclude a grantee school district from purchasing or obtaining accessible materials directly from the publisher.

The applicant certifies that notwithstanding any other provision of the application, proposal, or Grant Agreement, grant funds shall not be used and will not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.

# JOINT APPLICATIONS - ADMINISTRATIVE AND/OR FISCAL AGENT

Applicants/grantees participating in a joint application hereby certify that they are individually and jointly responsible to the Illinois State Board of Education and to the administrative and fiscal agent under the grant. An applicant/ grantee that is a party to the joint application and is a legal entity or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.

The entity acting as the fiscal agent certifies that it is responsible to the applicant/grantee or, in the case of a joint application, to each applicant/grantee that is a party to the application; it is the agent designated and responsible for reports and for receiving and administering funds; and it will:

- 1. Obtain fully executed Grant Application Certifications and Assurances forms from each entity or individual participating in the grant and return the forms to ISBE prior to award of the grant.
- 2. Maintain separate accounts and ledgers for the project.
- 3. Provide a proper accounting of all revenue from the Illinois State Board of Education for the project.
- 4. Properly post all expenditures made on behalf of the project.
- 5. Be responsible for the accountability, documentation, and cash management of the project; the approval and payment of all expenses, obligations, and contracts; and the hiring of personnel on behalf of the project in accordance with the Grant Agreement.
- 6. Disburse all funds to joint applicants/grantees based on information (payment schedules) from joint applicants/grantees showing anticipated cash needs in each month of operation. (The composite payment schedule submitted to ISBE should reflect monthly cash needs for the fiscal agent and the joint applicants/grantees.)
- 7. Require joint applicants/grantees to report expenditures to the fiscal agent based on actual expenditures/ obligation data and documentation. Reports submitted to the Illinois State Board of Education should reflect actual expenditure/obligations for the fiscal agent and the data option the joint applicants/ grantees on actual expenditures/obligations that occur within project beginning and ending dates.

- 8. Be accountable for interest income earned on excess cash on hand by all parties to the grant and return applicable interest earned on advances to the Illinois State Board of Education.
- 9. Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education.
- 10. Have a recovery process in place with all joint applicants/grantees for collection of any funds to be returned to the Illinois State Board of Education.

# DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-Free Workplace Act (30 ILCS 580/1). This Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the state unless that grantee or contractor has certified to the state that the grantee or contractor will provide a drug-free workplace. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract or grant payments, termination of the contract or grant, and debarment of contracting or grant opportunities with the state of Illinois for at least one year but not more than five years.

For the purpose of this certification, "applicant," "grantee," or "contractor" means a corporation, partnership, or other entity with 25 or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the state.

The applicant certifies and agrees that it will provide a drug-free workplace by:

- 1. Publishing a statement:
  - a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - b. Specifying the actions that will be taken against employees for violations of such prohibition.
  - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - 1) Abide by the terms of the statement; and
    - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.
- 2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's or contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon an employee for drug violations.
- 3. Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- 4. Notifying the contracting or granting agency within 10 calendar days after receiving notice under part (2) of paragraph (c) of subsection (1.) above from an employee or otherwise receiving actual notice of such conviction.
- 5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug-Free Workplace Act.
- 6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug-Free Workplace Act.

The applicant represents and warrants that all of the Certifications and Assurances set forth herein in the application, all attachments, and the Grant Agreement are and shall remain true and correct through the Term of the grant. During the Term of the grant, the award recipient shall provide the Illinois State Board of Education with notice of any change in circumstances affecting the Certifications and Assurances within 10 calendar days of the change. Failure to maintain all Certifications and Assurances or provide the required notice will result in the Illinois State Board of Education withholding future project funding until the award recipient provides documentation evidencing that the award recipient has returned to compliance with this provision, as determined by the Illinois State Board of Education.

The undersigned affirms, under penalties of perjury, that he or she is authorized to execute the above Certifications and Assurances on behalf of the applicant. Further, the undersigned certifies under oath that all information contained herein is true and correct to the best of his or her knowledge, information, and belief that grant funds shall be used only for the purposes described in this agreement, and that the award of this grant is conditioned upon this certification.

## PROGRAM - SPECIFIC/FINANCIAL ASSURANCES FOR SCHOOL MAINTENANCE PROJECT GRANT

#### **SCHOOL DIST 74**

RCDT #: 05-016-0740-02

# FY 24 Application Cycle - Round 1

By checking this box, the applicant/award recipient (hereinafter the term "applicant" includes "award recipient" as the context requires) hereby certifies and assures the Illinois State Board of Education that:

The project will be administered by or under the supervision of the applicant and in accordance with the School Construction Law (105 ICLS 230), School Maintenance Project Grant Rules (23 III. Adm. Code Section 151, Subpart B), and all other laws and regulations applicable to the grant. There is no limit to the cost of a project; however, grant awards shall not exceed \$50,000 per project, and applicants shall provide a match from local funds equal to the grant amount requested.

The applicant ensures that the School Maintenance Project Grant (SMPG) application has been authorized by the local board of education (in the case of school districts) or other school governing authority at a duly convened meeting and that the local board of education or other school governing authority has reserved local funds in an amount equal to the amount requested in the SMPG application to meet the local match requirement. In addition, the applicant has not obligated funds or begun work on any of the projects listed.

#### **DEFINITIONS**

The capitalized word "Term" means the period of time from the project beginning date through the project ending date. For the School Maintenance Project Grant, "Term" is further defined to mean the period of time from grant approval by the Illinois State Board of Education to final project completion or two years after disbursement of the grant award by the state, whichever occurs first.

# **FINANCIAL TERMS**

- An applicant must not obligate funds or begin work on any of the projects listed on the application prior to submission of the application in the ISBE Web Application Security system. However, submission of the application does not guarantee a grant will be approved or awarded.
- 2. All project activities must be expended or legally obligated within two years of disbursement by the state. If funds have been obligated by the grantee but not fully expended two years after disbursement, 90 calendar days will be given to liquidate all obligations.
- 3. The applicant understands that payment of the entire grant award will be made upon approval of the grant. Per 23 III. Admin Code 151 Subtitle A, Section 151.140 Terms of the Grant, Subsection B, a final expenditure report will be filed by the applicant at the end of the Term that describes the use of the grant funds and actual project expenditures. If actual project expenditures are less than originally estimated as stated on the grant application so that the amount of the grant is greater than 50 percent of the total project expenditures, the applicant shall refund the amount of the grant that is in excess of 50 percent of actual project expenditures.
- 4. Grant funds may only be used for the project described in the approved application and cannot be amended. The grant shall be accounted for in compliance with applicable accounting rules set forth at 23 III. Admin Code 100 Requirements for Accounting Budgeting, Financial Reporting and Auditing. The applicant must provide local matching funds in an amount equal to the grant.
- 5. All state grant funds and earned interest shall be subject to the Illinois Grant Funds Recovery Act (30 ILCS 705). Interest earned on state-funded grant programs and grant funds not expended or obligated by the end of the Term must be returned to the Illinois State Board of Education within 45 calendar days. If funds are obligated by the grantee but have not been fully expended two years after disbursement, 90 calendar days will be given to liquidate all obligations.

## FINANCIAL AND PERFORMANCE REPORTS

7. Quarterly expenditure reports are required of all award regionents receiving funds. Quarterly reports must describe the progress of the project or use and the expenditure of the grant funds. The expenditure through dates to be used in

- reporting expenditures and obligations are from the project beginning date through September 30, December 31, March 31, and June 30 of each fiscal year and the project ending date.
- 8. Quarterly expenditure reports are required by the Illinois Grant Funds Recovery Act, 30 ILCS 705/4(b) and are due 20 calendar days after the expenditure through date. Failure to file the required reports within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the Illinois State Board of Education may, without limitation, request for the School Maintenance Project Grant funds to be returned. In the event that a grant recipient has failed to remit payment and the debt is 90 calendar days past due, involuntary offset may be applied against Evidence-Based Funding (EBF). Grant recipients that have no further grants with the state for which the debt can be applied will be referred to the Illinois Department of Revenue's Debt Collection Bureau or the attorney general, as appropriate.
- 9. Per 23 III. Admin Code 151 Subtitle A, Section 151.140 Terms of the Grant, Subsection B, a Final Expenditure Report is due after the end of the Term. The Final Expenditure Report must be submitted within 20 calendar days and indicate total project costs for all projects on the approved application. Failure to file the Final Expenditure Report within the timelines will result in a breach of the Grant Agreement. Upon any such breach, the Illinois State Board of Education may, without limitation, request for the SMPG funds to be returned. In the event that a grant recipient has failed to remit payment and the debt is 90 calendar days past due, involuntary offset may be applied against EBF. Grant recipients that have no further grants with the state for which the debt can be applied will be referred to the Illinois Department of Revenue's Debt Collection Bureau or the attorney general, as appropriate.
- 10. Per 23 III. Admin Code 151 Subtitle A, Section 151.140 Terms of the Grant, Subsection B, in cases where the Final Expenditure Report shows that actual project expenditures are less than estimated so that the amount of the grant is greater than 50 percent of the total project expenditures, the applicant shall refund the amount of the grant that is in excess of 50 percent of actual project expenditures. Any overpayment must be returned to the Illinois State Board of Education within 45 calendar days. Failure to return the funds will result in a breach of the Grant Agreement. In the event that a grant recipient has failed to remit payment and the debt is 90 calendar days past due, involuntary offset may be applied against EBF. Grant recipients that have no further grants with the state for which the debt can be applied will be referred to the Illinois Department of Revenue's Debt Collection Bureau or the attorney general, as appropriate.
- 11. The award recipient will maintain records on project and fiscal activities related to each award for a period of three years following the project ending date for a state-funded project. Such records shall include a fiscal accounting for all monies in accordance with generally accepted governmental accounting principles. If there are outstanding audit exceptions, records will be retained on file until such exceptions are closed out to the satisfaction of the Illinois State Board of Education.
- 12. The Illinois State Board of Education and other governmental entities with program monitoring authority shall, during the Term and for a period of three years thereafter (or until no outstanding audit exceptions remain, whichever is later), have the right at any time to conduct on-site or off-site inspections of the award recipient's records and project operations for auditing and monitoring purposes. The award recipient shall, during the Term and for a period of three years thereafter (or until no outstanding audit exceptions remain, whichever is later) and upon the request of the Illinois State Board of Education, provide the Illinois State Board of Education with information and documentation (including books, records, or papers related to the project) regarding the award recipient's progress or performance with respect to the administration and operation of the project.
- 13. If applicable, the applicant shall be required to observe and comply with provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq., which applies to the wages of laborers, mechanics, and other workers employed in any public works.

# **ASSURANCE OF USE**

14. It is the intent of the state that all or a portion of the costs of this project may be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the state. Therefore, the grantee understands and acknowledges that the grant proceeds must be used only for capital project purposes and that the capital project must be used only for public educational purposes.

Save Page

(Program - Specific and Financial Assurances for the School Maintenance Project Grant - Rev. 7/23)

# SCHOOL MAINTENANCE PROJECT GRANT

FY 24 Application Cycle - Round 1

# **District Certification**

Name: Lincolnwood SD 74

RCDT #: 05-016-0740-02

TIN #: 366004292

The submissions made to the Illinois State Board of Education by the applicant and the terms and conditions described in the Grant Application Certifications and Assurances and the Program Specific and Financial Assurances of this application shall constitute the grant agreement between the applicant and the Illinois State Board of Education for the use of the funds to complete the projects described in the "Work Item Listing" section of the School Maintenance Project Grant Application. This grant agreement shall be deemed to be entered into when the application has been approved by the Illinois State Board of Education. This grant agreement constitutes the entirety of the agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to the award of the grant funds. The person submitting this application on behalf of the applicant certifies and assures the Illinois State Board of Education that he or she has been duly authorized to file this application for and on behalf of the applicant, is the authorized representative of the applicant in connection with this grant agreement, and that he or she is authorized to execute these Certifications and Assurances and Standard Terms of the Grant on behalf of the applicant. Further, the person submitting this application on behalf of the applicant certifies under oath that all information in the grant agreement is true and correct to the best of his or her knowledge, information and belief, that grant funds shall be used only for the purposes described in this agreement, and that the award of this grant is conditioned upon this certification.

The authorized representative of the applicant who will affix his or her signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.

The person approving these Certifications, Assurances and Standard Terms of the Grant hereby certifies and assures the Illinois State Board of Education that the person submitting the final application on behalf of the applicant (and thereby executing the grant agreement with the Illinois State Board of Education) has the necessary legal authority to do so. (v2.23.2017)

The person approving this application certifies (1) to the statements contained in the list of certifications, and (2) that the statements herein are true, complete and accurate to the best of his/her knowledge. He/she also provided the required assurances titled "Grant Application Certifications and Assurances, and Standard Terms for the School Maintenance Project Grant" and "Program Specific and Financial Assurances for the School Maintenance Project Grant" (found within the application under "Application Certifications and Assurances") and agrees to comply with any resulting terms if an award is accepted. He/she is aware that any false, fictitious, or fraudulent statements or claims may subject him/her to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001). The list of certification and assurances is included below.

By submitting this form, I certify to the above and that the local board of education or other school governing authority has authorized the school maintenance project during a duly convened meeting, and has reserved local funds to meet the local match requirement. In addition, the applicant has not obligated funds or begun work on any of the projects listed on this application prior to the submission of this application. Signing below certifies that he or she has read, understood, and will comply with all the provisions of the following:

- Grant Application Certifications and Assurances, and Standard Terms for the School Maintenance Project Grant, and
- Program-Specific and Financial Assurances for the School Maintenance Project Grant.

Signature of President of Board of Education	Date	
Name of Board President (type or print)		

A copy of this form signed by the President of the Board of Education AND the Taxpayer Identification Number Form MUST be printed, signed, and attached as a PDF under the Application Required Attachments before your application can be approved. No application will be processed without these two signed attachments.

(SMPG Dist. Cert. - Rev. 8/2023)

# **School Maintenance Project Grant**

# FY 24 Application Cycle - Round 1

# **TAXPAYER IDENTIFICATION NUMBER**

As an authorized representative for the applicant, I certify that:

1. The number shown on this form is the correct taxpayer identification number (or the applicant is waiting for a number to be issued).					
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and					
3. Enter the name of the entity as it's listed at the State of Illinois Comptroller's office, the Entities RCDT Number and the FEIN (unless already populated below).					
Name:	SCHOOL DIST 74				
RCDT:	05-016-0740-02				
Federal Employ	er Identification Number (	(FEIN):	366004292		
Legal Status: Governmental/School District					
Signature of au	thorized Representative:		_		
Date:			<u> </u>		





DATE: October 17, 2023

TOPIC: District Facilities Update PREPARED BY: Courtney Whited

# **Recommended for:**

Action

□ Discussion

# Purpose/Background:

To provide the Facilities Committee an update on ongoing Districtwide project(s)

- 1. Lincolnwood School District 74 will be hosting NTDSE's Extended School Year (ESY) program in Summer 2024 at Todd Hall.
- 2. Alltown Bus Services Inc. Facilities Rental of Lincoln Hall Cafeteria for Safety Training on November 29, 2023, 5 p.m. 9 p.m.
- 3. Contour Landscaping Company proposed the following enhancements to Lincoln Hall's Courtyard after meeting with Administration:

Remove undesirable plant material

Layout new planting beds and remove sod as necessary

Remove debris from courtyard and dispose of off site

Amend planting beds with compost, Rake to desired grade

Dig up and set aside existing ornamental grasses and existing Hosta

Install the following plant material-

- (6) Hydrangea 'Annabelle'
- (5) Sorbaria 'Sem'
- (8) Boxwood 'Green Mountain'
- (7) Hydrangea 'Little Quickfire'
- (3) Lilac 'Miss Kim'
- (12) Penstemon 'Dark Towers'
- (15) Flats of Native Full Sun Perennials for Butterfly Garden
- (10) Redtwig Dogwood 'Cardinal'
- (5) Hydrangea 'Limelight'

Install mulch to new planting beds

Initial watering and fertilization of new plant material

Install sod patching as necessary and grass seed to all lawn areas

Apply seed starter fertilizer to all lown areas

Remove and dispose of debris off site