



BOARD OF EDUCATION MEETING AGENDA

I. ROLL CALL AND DECLARATION OF QUORUM

II. PLEDGE OF ALLEGIANCE

III. INVOCATION; (The Board of Education begins each meeting with an Invocation. Citizens or parents with children in attendance, who do not wish to participate, may wait outside the Board Room until after the Board moves to Item IV, Public Comment.)

- ♦ Pastor Karla Frost with St. Johns United Church will offer the invocation.

IV. PUBLIC COMMENT; (The Granite City Board of Education welcomes visitors – including employees, students, parents and other citizens – to its regular meetings. To accommodate the public, certain rules have been established. Any person wishing to give Public Comment(s) during a regular or special Board of Education meeting is encouraged to register with the Superintendent's Office prior to the meeting. Any person may comment to the School Board (public participation), subject to the reasonable constraints established and recorded in the guidelines below. During public participation, there will be a 20-minute minimum total length of time for any one subject. When public participation takes less time than these minimums, it shall end. To preserve sufficient time for the Board to conduct its business, any person appearing before the Board is expected to follow these guidelines:

1. Address the Board only at the appropriate time as indicated on the agenda and when recognized by the Board President.
2. Identify oneself and be brief. Ordinarily, the time for any one person to address the Board during public participation shall be limited to five minutes.
3. Observe, when necessary and appropriate, the Shortening of the time for each person to address the Board during public participation to conserve time and give the maximum number of people an opportunity to speak;
4. Conduct oneself with respect and civility toward others. Petitions or written correspondence to the Board shall be presented to the Board in the next regular Board packet.
5. To maintain confidentiality, the BOE asks that any matters concerning personnel or students be communicated to the BOE privately.

The public should not expect a Board response during Public Comment. There may be discussion by the Board concerning Public Comment when the issue is addressed on the Agenda.

Please send any public comment requests/statements to any of the following individuals by 12PM on Thursday, January 22, 2026:

Donald J. Harris, Ed.D., Superintendent of Schools; superintendent.office@gcsd9.net

Eric Stacy, President, Board of Education; eric.stacy@gcsd9.net

V. MINUTES;

- A. Approval of the Minutes of the Regular Meeting of the Board of Education held on December 9, 2025. {available upon request}

VI. CONSENT AGENDA; (The Consent Agenda contains those items that are repetitive and routine in nature. Any member may make a motion to approve the Consent Agenda or request that any of the items be moved to Section VII for individual discussion and consideration.) Consent Agenda items are listed below and on the GCSD9 website.

A. Treasurer's Reports

December 2025 Treasurer's Report
(available upon request)

B. Bill List

November 12, 2025 – December 4, 2025

C. Donations

Calvary Life Church; Maryville School
CMA Food Service Solutions; Maryville School

D. FY 2025 Granite City School Dist. #9 Audit

VII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA

VIII. RECOMMENDATIONS AND COMMUNICATIONS - HUMAN RESOURCES

- A. Rescind Retirements and Resignations;
- B. Retirements and Resignations;
- C. Leaves of Absence;
- D. Request to Extend Leaves of Absence
- E. Extracurricular Resignations for the 2025-2026 School Year;
- F. Extracurricular Volunteers for the 2025-2026 School Year;
- G. Extracurricular Recommendations for the 2025-2026 School Year;
- H. Extracurricular Recommendations for the 2026-2027 School Year;
- I. Rescind Recommendations for Extracurricular for the 2025-2026 School Year;
- J. Certified and Classified Substitutes for the 2025-2026 School Year;
- K. Employments:
 - 1. Employment of one ESL Bilingual Paraprofessional for the 2025-2026 School Year
 - 2. Employment of Executive Secretary to the Superintendent for the 2025-2026 School Year.
 - 3. Employment of Certified Teacher

IX. OLD BUSINESS;

X. NEW BUSINESS;

- A. GCHS Baseball Fence
- B. License Agreement Between Riverbend Head Start & Family Services and the Board of Education of Granite City Community Unit School District No. 9
- C. Purchase of New Box Delivery Truck
- D. Niedringhaus School Door and Window Replacement
- E. Niedringhaus School HVAC Upgrade
- F. Maryville School Playset for Playground
- G. Wilson School Playset for Playground
- H. Niedringhaus School Asbestos Floor Abatement
- I. Garden Club Program Overview and Expansion Request

XI. REPORTS AND OTHER COMMUNICATIONS;

1. Administrative Reports and Updates

- A. Freedom of Information Act Requests; {FOIA}; (24-25)
{for review only, no vote}
-

XII. EXECUTIVE SESSION

Exceptions noted under 5 ILCS 120/2 Open Meetings:

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body; 2(c)(1)
- Student disciplinary matters; 2(c)(9)
- The purchase or lease of real property for use by the public body; or setting price thereof; 2(c)(5)(6)
- Collective bargaining matters between the public body and its employees or their representative; and 2(c)(2)
- Litigation, when an action against, affecting or on behalf of the particular public body has been filed...is probable or imminent; 2(c)(11)
- To discuss school building safety and security and security procedures, 2(c)(8); and
- Student Safety; 2(c)(8)

Executive Session Agenda

XIII. EXECUTIVE SESSION MINUTES; N/A

XIV. SETTING OF THE AGENDA;

A. FEBRUARY 24, 2026 REGULAR BOARD OF EDUCATION MEETING

XV. ADJOURNMENT

VI - A - GCSD9/REGION I TREASURER'S REPORT FOR DECEMBER, 2025

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ZACK SUHRE, CHIEF SCHOOL BUSINESS OFFICIAL
RE: GCSD9/REGION I TREASURER'S REPORT FOR DECEMBER 31, 2025
DATE: JANUARY 27, 2026



**GRANITE CITY CUSD #9
TREASURER'S REPORT
CASH ON HAND AS OF DECEMBER 31, 2025**

APPROVED: _____
Lori Silva, Treasurer

	FUND	BEGINNING CASH Balance	Revenue	Journal Entries	Payroll	Disbursements	ENDING CASH Balance
10	EDUCATION	\$ 77,274,692.19	\$ 7,436,402.34	\$ (96,296.39)	\$ (3,914,164.74)	\$ (1,752,784.00)	\$ 78,947,849.40
11	STUDENT ACTIVITIES	\$ 851,009.89	\$ 60,825.91	\$ (2,053.29)	\$ -	\$ (57,375.08)	\$ 852,407.43
14	LEASE	\$ 958,930.19	\$ 65,050.90	\$ -	\$ -	\$ (12,026.67)	\$ 1,011,954.42
20	OPERATIONS & MAINTENANCE	\$ 4,047,243.53	\$ 1,473,398.73	\$ (13,177.95)	\$ (387,136.42)	\$ (764,613.39)	\$ 4,355,714.50
30	DEBT SERVICE	\$ (68,923.93)	\$ 298,321.17	\$ -	\$ -	\$ -	\$ 229,397.24
40	TRANSPORTATION	\$ 3,082,296.35	\$ 1,005,499.16	\$ -	\$ -	\$ (597,531.41)	\$ 3,490,264.10
50	MUNICIPAL RETIREMENT	\$ 3,048,926.60	\$ 115,252.38	\$ -	\$ (88,166.97)	\$ -	\$ 3,076,012.01
51	FICA/SOCIAL SECURITY	\$ 454,542.76	\$ 176,404.52	\$ -	\$ (126,117.69)	\$ -	\$ 504,829.59
60	CAPITAL PROJECTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70	WORKING CASH	\$ 32,477,844.24	\$ 80,477.47	\$ -	\$ -	\$ -	\$ 32,558,321.71
80	TORT	\$ 3,344,531.21	\$ 181,468.57	\$ -	\$ -	\$ (1,428.83)	\$ 3,524,570.95
90	FIRE/LIFE SAFETY	\$ 1,877,872.82	\$ 65,500.67	\$ -	\$ -	\$ -	\$ 1,943,373.49
	TOTAL	\$ 127,348,965.85	\$ 10,958,601.82	\$ (111,527.63)	\$ (4,515,585.82)	\$ (3,185,759.38)	\$ 130,494,694.84

**REGION I
TREASURER'S REPORT
CASH ON HAND AS OF DECEMBER 31, 2025**

APPROVED: _____
Lori Silva, Treasurer

	FUND	BEGINNING CASH Balance	Revenue	Journal Entries	Payroll	Disbursements	ENDING CASH Balance
12	REGION I	\$ 1,649,336.23	\$ 20,614.95	\$ -	\$ (116,092.34)	\$ (25,078.76)	\$ 1,528,780.08

\$ 128,998,302.08 \$ 10,979,216.77 : \$ (111,527.63) : \$ (4,631,678.16) : \$ (3,210,838.14) : \$ 132,023,474.92

VI - B - BILL LIST FROM NOVEMBER 12, 2025 – DECEMBER 4, 2025

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ZACK SUHRE, CHIEF SCHOOL BUSINESS OFFICIAL
RE: **BILL LIST FROM NOVEMBER 12, 2025 – DECEMBER 4, 2025**
DATE: JANUARY 27, 2026

{available upon request}

VI – C DONATIONS/GIFTS

TO DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: CHRIS MCCULLOUGH FOOD SERVICE SUPERVISOR
RE: **DONATIONS/GIFTS**
DATE: JANUARY 27, 2026

It is recommended that the board accept the following gifts with thanks and appreciation:

Calvary Life Church; Pastor Mark Maynard; donated a new Refrigerator to Maryville School for the Food Recovery Program. Total cost of \$540.67. We cannot thank them enough for their continued commitment to our students and community!

CMA Foodservice Solutions, Cambro & Michael LePage; donated 10 Cambro Go Boxes to keep the product cool until we were able to place them in the refrigerator. Estimated cost of the donation \$500.00. We cannot thank them enough for their commitment to our students and community!

VI – D FY 2025 GRANITE CITY SCHOOL DIST. #9 AUDIT

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ZACK SUHRE, DIRECTOR OF FINANCE
RE: **FY 2025 GRANITE CITY SCHOOL DISTRICT #9 AUDIT**
DATE: JANUARY 27, 2026

It is recommended that the Board of Education approve the attached FY 2025 Audits for Granite City School District #9.

VIII - A RESCIND RETIREMENTS

It is recommended that the following retirements and resignations listed below and on the GCSD9 website, be rescinded:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Cynthia Desper	Spec. Ed. Teacher/Mitchell	End of 2025/2026
Hong Kim	Maintenance/GCHS	07/10/2026
Erin Kincy	Administrative Assistant/Admin Office	07/01/2029
Robert Quick	Industrial Teacher/GCHS	06/01/2027
Kenneth Wilson	Custodian/GCHS	06/30/2028
Mary Waltman	Cook/Wilson	08/08/2026

VIII – B RETIREMENTS/RESIGNATIONS

It is recommended that the following retirements and resignations listed below and on the GCSD9 website, be accepted:

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective</u>
Pamela Burries	Paraprofessional/Lake	Resignation	01/05/2026
Teresa Carretta	Paraprofessional/Grigsby	Resignation	End of 2025-2026
Cynthia Desper	Spec. Ed. Teacher/Mitchell	Retirement	01/05/2026
Hong Kim	Maintenance/GCHS	Retirement	06/30/2026
Robert Quick	Industrial Teacher/GCHS	Retirement	01/04/2027
Kenneth Wilson	Custodian/GCHS	Retirement	01/02/2026
Mary Waltman	Cook/Wilson	Retirement	End of 2025-2026

VIII – C REQUEST FOR LEAVES OF ABSENCE

It is recommended that the following requests for leaves of absence listed below and on the GCSD9 website, be approved:

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective</u>
Cynthia Akeman	SLP/Grigsby	FMLA	01/05/2026 - 02/12/2026
Charlene Dapprich	Cafe Worker/GCHS	Medical	10/07/2025 - 12/01/2025
Monte Hopke	Maintenance/District	FMLA	12/08/2025 – 06/30/2026
Monica Leon	Paraprofessional/Coolidge	FMLA	01/07/2026 – 01/21/2026
Timothy Moran	Voc. Ed. & Stud. Sfty. Cord. /GCHS	FMLA	01/05/2026 - 03/30/2026

VIII – D REQUEST TO EXTEND LEAVES OF ABSENCE

It is recommended that the following extensions to leaves listed below and on the GCSD9 website be approved:

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective</u>
Thomas Becherer	Custodian/GCHS	FMLA	11/26/2025 - 03/11/2026
Dakota Shemwell	Pre-K Teacher/Prather	FMLA	02/04/2026 – 03/02/2026

VIII – E EXTRACURRICULAR RESIGNATION(S) FOR 2025-2026 SCHOOL YEAR

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: THE HUMAN RESOURCES DEPARTMENT
RE: EXTRACURRICULAR RESIGNATIONS(S) FOR 2025-2026 SCHOOL YEAR
DATE: JANUARY 27, 2026

The GCSD9 Administration is recommending that the following Extracurricular Resignations for the 2025-2026 school year, listed below and on the GCSD9 website, be accepted:

<u>Name</u>	<u>Position</u>
Kenneth Stanley	Coolidge Asst Boys Basketball Coach
Ann Mayhall	Frohardt 3rd Quarter Lunch Duty
Cynthia Desper	Mitchell 3rd Quarter Metal Detector Supervisor
Lynn Isringhausen	Wilson 3rd Quarter Lunch Duty

Approval is recommended.

VIII - F EXTRACURRICULAR VOLUNTEER RECOMMENDATIONS FOR THE 2025-2026 SCHOOL YEAR

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: THE HUMAN RESOURCES DEPARTMENT
**RE: EXTRACURRICULAR VOLUNTEER RECOMMENDATIONS FOR THE
2025-2026 SCHOOL YEAR**
DATE: JANUARY 27, 2026

The GCSD9 Administration is recommending that the following Extracurricular Volunteers for the 2025-2026 school year listed below and on the GCSD9 website, be approved:

<u>Name</u>	<u>Position</u>
Emma Cox	GCHS Swim
Adam Bright	GCHS Boys Tennis

Approval is recommended

VIII – G EXTRACURRICULAR RECOMMENDATIONS FOR THE 2025-2026 SCHOOL YEAR

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT
FROM: HUMAN RESOURCES
RE: **RECOMMENDATIONS FOR EXTRACURRICULAR(S) FOR THE 2025-2026 SCHOOL YEAR**
DATE: JANUARY 27, 2026

The GCSD9 Administration is recommending that the following Extracurricular Assignments for the 2025-2026 school year listed below and on the GCSD9 website, be approved*:

<u>Name</u>	<u>Position</u>
Beth Darling	GCHS ALPHA Sponsor
Jake Roustio	Coolidge Asst Boys Basketball Coach
Emily Kowalski	Frohardt 3rd Safety Patrol
Lori Hawthorne	Grigsby 3rd Quarter Lunch Duty
Janet Niles	Grigsby 3rd Quarter Lunch Duty
Michaela Genovese-Moss	Mitchell 3rd Quarter Metal Detector Supervisor
Angela Ellis	Wilson 3rd Quarter Lunch Duty

Approval is recommended.

VIII – H EXTRACURRICULAR RECOMMENDATIONS FOR THE 2026-2027 SCHOOL YEAR

You have received detailed information about this item. The administration is prepared to make recommendations or hold for discussion in executive session.

VIII – I RESCIND RECOMMENDATIONS FOR EXTRACURRICULAR FOR THE 2025-2026 SCHOOL YEAR

TO: Donald J. Harris, Ed.D., Superintendent
FROM: Human Resources
RE: Rescind Recommendations For Extracurricular(s) For The 2025-2026 School Year
DATE: January 27, 2026

The GCSD9 Administration is recommending that the following Extracurricular Assignments for the 2025-2026 school year listed below and on the GCSD9 website, be rescinded:

<u>Name</u>	<u>Position</u>
Andrea Apperson	Grigsby 3 rd Quarter Lunch Duty
Kaycia Buehler	Grigsby 3 rd Quarter Lunch Duty

Approval is recommended

VIII - J CERTIFIED AND CLASSIFIED SUBSTITUTES; 2025-2026

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ADAM GARRETT, ED.D., EXECUTIVE DIRECTOR OF HUMAN RESOURCES
RE: CERTIFIED AND CLASSIFIED SUBSTITUTES FOR THE 2025-2026 SCHOOL YEAR
DATE: JANUARY 27, 2026

It is recommended that the following applicants listed below and on the GCSD9 website be Board approved as substitutes for the 2025-2026 school year.

Certified

Mazie Gilland Kayli Mance Heidi Schipkowski Madaleine Taylor DeRon Terry

Classified

Ashley Campbell Taylor Campbell Ria High MckEnzi Munoz Eleanor Sedabres
Rhonda Woodson

Approval is recommended.

VIII – K-1 EMPLOYMENT OF ONE (1) ESL/BILINGUAL PARAPROFESSIONAL FOR THE 2025-2026 SCHOOL YEAR

You have received detailed information about this item. The administration is prepared to make recommendations or hold for discussion in executive session.

VIII – K-2 EMPLOYMENT OF EXECUTIVE SECRETARY TO THE SUPERINTENDENT FOR THE 2025-2026 SCHOOL YEAR

You have received detailed information about this item. The administration is prepared to make recommendations or hold for discussion in executive session.

VIII – K-3 EMPLOYMENT OF CERTIFIED TEACHER

You have received detailed information about this item. The administration is prepared to make recommendations or hold for discussion in executive session.

X – A**GCHS BASEBALL FENCE**

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ERIC SMITH, FACILITIES MANAGEMENT
RE: GCHS BASEBALL FENCE
DATE: JANUARY 27, 2026

GCSD9 Administration seeks approval for Collins & Hermann to install a new fence that will connect to the baseball outfield fence at the old concession stand and go south to the turnstile gate at the entrance to the track at a cost of \$50,300.00.

Collins & Hermann: \$50,300.00

KW Fence: No Bid

Approval is recommended.

X – B**LICENSE AGREEMENT BETWEEN RIVERBEND HEAD START & FAMILY SERVICES AND THE BOARD OF EDUCATION OF GRANITE CITY CUSD 9.**

TO: BOARD OF EDUCATION
FROM: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
RE: LICENSE AGREEMENT
DATE: JANUARY 27, 2026

Administration requests the BOE ratify the following license agreement between Riverbend Head Start & Family Services and the Board of Education of Granite City Community Unit School District No. 9.

Approval is recommended.

LICENSE AGREEMENT
BETWEEN RIVERBEND HEAD START & FAMILY SERVICE
AND
THE BOARD OF EDUCATION OF GRANITE CITY COMMUNITY
UNIT SCHOOL DISTRICT NO. 9 MADISON COUNTY, ILLINOIS

THIS LICENSE AGREEMENT ("Agreement") is made as on this 23rd day of December, 2025, and is by and between the Board of Education of Granite City Community Unit School District No. 9 ("Board") and Riverbend Head Start & Family Services, a not for profit Illinois Corporation ("Head Start") (Collectively, the Parties").

WITNESSETH:

WHEREAS, Head Start is an Illinois not-for-profit corporation providing a wide range of services in Madison County, Illinois; and

WHEREAS, Head Start desires to provide services such as child development, family development and health and nutrition programs to eligible children and their families through the federal Head Start program, including, but not limited to, students of the District; and

WHEREAS, Head Starts services align with the Board's duties and authority regarding child and family development; and

WHEREAS, the Board is the legal titleholder to the land and improvements located at 2901 State St, Granite City, IL 62040 known as the Niedringhaus School ("Property") and

WHEREAS, the Board desires to allow Head Start to use the Property, to provide Head Start services to eligible children and their families; and

WHEREAS, the Board has previously determined, pursuant to Section 10-22.13 of the School Code (105 ILCS 5/10-22.13) the Property is unnecessary, unsuitable and inconvenient for the uses of the Board during the days and hours of the term of the license under this Agreement; and

WHEREAS, the Board hereby determines that the best interests of the residents of the District will be enhanced by entering into this Agreement pursuant to the authority granted to it by Section 10-22.11(c) of the School Code (105 ILCS 5/10-22.11(c)).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **License.** Head Start is hereby granted a license to utilize the Property as further outlined in Paragraph 3 for the operation of a Head Start Program from 6:00 a.m. until 9:00 p.m. Monday through Saturday and from 7:00 a.m. until 5:00 p.m. Sunday. Should Head Start require additional time to use the Property, a request shall be made to the Board in writing no fewer than seven (7) calendar days before the requested use. The Board shall review such request and respond in writing as to whether such request has been approved or denied, Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Head Start's rights in the Property are limited to the rights created by this Agreement, which create only a license in the Property, which is revocable only as set forth in the Agreement. Head Start's sole remedy for any breach or threatened breach of this Agreement by the Board will be an action for damages. Head Start's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other

conditions of title to, the Property. Head Start's rights are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over the Property or Head Start's use of the Property.

2. **Term.** Commencement of this License begins when all necessary improvements to the property have been substantially completed so as to allow Head Start to take possession of the property and begin operations. (see #3). It is mutually understood that those improvements will be substantially completed on or before August, 2026. Notwithstanding the previous sentence the term of this Agreement shall be five (5) years, commencing on date of possession, August, 2026, and ending August 31, 2031. In addition to any other right to terminate this Agreement, the Board may terminate this Agreement in the event Head Start is using the Property outside the scope of this License Agreement, fails to make timely payment of fees, or otherwise substantially breaches this Agreement. Prior to termination of this Agreement, the Board shall give Head Start written notice of the alleged violation. If Head Start fails to remediate the alleged violation within sixty (60) days of such notice, the Board may take action to determine that Head Start is in substantial breach of the License Agreement and give Head Start written notice that the License will terminate no sooner than sixty (60) days from the date of such written notice.

Renewal Terms. Head Start shall have the option to extend the term of this License for four(4) additional term(s) of five (5) years (the "Options Term"), upon the same terms and conditions and as the same may have been amended in this License. Head Start may exercise the aforesaid option by delivering its written notice ("Option Notice") to the District on or before one hundred twenty (120) days prior to the expiration of the Original Term.

3. **Head Start Program and Permitted Use.**

- A. **Operation of Program.** Head Start shall operate a program on the Property that is designed to benefit children in poverty or challenging conditions, The Head Start Program shall consist of a child development program, family development program, and health and nutrition program offered to children living in poverty or challenged with special circumstances as determined by Head Start. The Program shall serve 170 Head Start age children in eight (8) single session classrooms and one double session classroom, with 17 children per room. In addition, three (3) home based Head Start age children and twenty-four (24) Early Head Start children will be enrolled in a home visiting program ("Program"). Head Start shall utilize the Property to operate the program and shall comply with all state and federal requirements related thereto. Moreover, while operating the Program, Head Start shall endeavor to identify and register Head Start-eligible District students in the Program for the relevant school years during the term of this Agreement. No other use of the Property by or through Head Start shall be permitted, unless otherwise specifically authorized herein or authorized by the Board in writing.
- B. **Hours of Operations.** The Program shall operate from 6:00 am. until 9:00 p.m. Monday through Saturday and from 7:00 a m until 5:00 p.m, Sunday.
- C. **Management and Supervision.** Head Start shall be fully responsible for the implementation and operation of its Program and the supervision and safety of its employees, agents, participants and invitees of the Program. Head Start shall provide onsite staff who shall have the responsibility for every aspect of the Program including, but not limited to, management, oversight and supervision, The Board shall not in any

way be responsible for the operation of Program or the supervision or safety of Head Start employees, agents, participants or invitees of the Program.

The Superintendent of the District or designee ("School Contact") shall have input into the operation of the Program. Should Head Start wish to alter the Program, they must first meet with the School Contact to discuss, in good faith, the impact of any such changes.

4. **Fee for License.** In consideration of the License provided in Paragraph 1, Head Start shall compensate the Board through monthly payments of Twenty-One Thousand Dollars per month (\$21,000.00) payable on the 1st of each month. The parties reserve the right to mutually agree to revise not only the amount of monthly payments Head Start pays, but also the length of time those monthly amounts are to be paid. In the event this Agreement is terminated before it expires either by Head Start in accordance with the terms herein or by the District for any reason, Head Start shall only be responsible for a pro-rated amount of the fee through the last month of usage by Head Start, which shall be calculated to the nearest month. In addition, Head Start shall pay additional monthly fees calculated to reimburse the Board for utilities costs. Head Start shall make payment of such fees within seven (7) days of receipt or billing from the District. In the alternative, with respect to utility bills, Head Start may make payment of the full amount of the utility bills directly to the utility providers, if mutually agreed upon as the method of payment.

5. **Consent for Read Start Improvements to the Property.** An improvement shall be defined as any addition, alteration, repair, or change to the Property made by Head Start at its own expense and for which the Board will not be required to contribute any funding ("Improvements"). Head Start may, without Board approval, make any Improvement for which the cost does not exceed Ten Thousand Dollars (\$10,000) and which complies with all codes and laws. However, the Board of Education must approve in advance any Improvement that exceeds a cost of Ten Thousand Dollars (\$10,000). For all Improvements subject to advance Board approval, Head Start will be responsible for soliciting an architect, engineer, and/or contractor as necessary to plan, design, and implement the improvements to ensure compliance with codes and laws. Furthermore, Head Start shall submit a Construction Plan to the Board for approval prior to beginning any improvements construction. The Construction Plan shall include, at a minimum, "As-Built" drawings, timeline for implementing Improvements, verified estimates from contractors, list of contractors, architects, and engineers performing the work, and all applicable agreements with the contractors ("Construction Plan"). The Board upon receipt of the Construction Plan shall, within a reasonable time, determine whether to approve the making of the Improvement. The Board may withhold consent for Improvements to be performed under its reasonable discretion or make additions, alterations, changes, or improvements to the Construction Plan or contractor insurance requirements. Head Start shall not have the right, at any time, during the term hereof, to make any addition, alteration, repair, change, or improvement to the Property that individually costs more than Ten Thousand Dollars (\$10,000), except with the prior written consent of the Board, which such consent may be withheld in its reasonable discretion. At the discretion of the Board, the Board may make improvements to the Property at its own expense.

6. **Improvement Contractor Requirements.** Head Start shall ensure the provisions attached to this contract in Exhibit A shall be included in any and all Contractor agreements for all improvements performed on the Property.

7. **Contractor Compliance with Non-Discrimination Clause** Head Start shall ensure the provisions in Appendix A shall be included in any and all Contractor agreements for all improvements performed on the Property.

8. **Liens.** Head Start covenants that at all times during the term of this Agreement, Head Start, or any person or entity holding the license to use the Property through or under Head Start, will not create, or permit to be created or to remain, and will promptly discharge, any lien (including, but

not limited to, the liens of mechanics, laborers or materialmen for work or material alleged to be done or furnished in connection with the Property), encumbrance or other charge upon the Property or any funds of the District, or any part thereof, caused by Head Start. Head Start shall require lien waivers from contractors as a condition of payment. If any such lien shall at any time be filed, Head Start shall cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise. Notwithstanding the foregoing, Head Start shall have the right to contest any and all such liens, provided security reasonably satisfactory to the Board is deposited with the Board (the "Assurance") if so required by the Board. If Head Start fails to contest the same with due diligence or fails to cause such lien to be discharged within sixty (60) days after being notified of the filing thereof, and in either case prior to judgment or sale, then, in addition to any other right or remedy of the Board, the Board may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by the Board in its sole discretion. The amount so paid by the Board and/or all costs and expenses, including reasonable attorneys' fees, incurred by the Board in Procuring the discharge of such lien, together with interest at the maximum amount permitted under law, shall be due and payable to the Board within thirty (30) days after Head Start's receipt of a written invoice from the Board.

9 Maintenance and Repair Obligations.

A. Repairs.

- I. **Major Repairs.** A Major Repair shall be defined as any repair exceeding Ten Thousand Dollars (\$10,000) to the structure, roof, HVAC, plumbing, sewer, or parking area of the Property. Head Start shall notify the Board promptly of the need for any Major Repair.
For Major Repairs deemed necessary by the Board for any reason other than to remedy damage arising from the negligence of Head Start, Head Start shall contribute Five Thousand Dollars (\$5,000) toward each Major Repair.
- II. **Repairs Other Than Major Repairs,** Head Start shall be financially responsible for the full cost of any repair of building and grounds of the Property that is not a Major Repair as defined above.
- III. **Repairs Due to Fault of Head Start.** Head Start shall be financially responsible for the full cost of any repairs, including Major Repairs and other repairs, deemed necessary by the Board to remedy damage arising from negligence on the part of Head Start (see Paragraph 10).

- B. **Maintenance** Head Start is responsible for all maintenance of the Property's buildings and grounds, including, but not limited to, maintenance of the building and its structure and systems (such as HVAC, electrical, lighting, and security) and improvements, and maintenance of the grounds (such as lawn mowing, parking lot resealing, removal of snow and ice, and external lighting). Parking lot resealing and striping shall be considered maintenance. Parking lot milling and overlay shall be considered a repair under Paragraph 9.a.

- C. **Notice an Consent for Maintenance and Repairs.** Head Start shall notify the District of any maintenance or repair that may exceed \$5,000 and obtain consent of the District administration or Board, as applicable, before contracting for or otherwise proceeding with such maintenance or repair. Head Start understands that certain work may require bidding in accordance with Board Policy and state law. The District administration may obtain, or request that Head Start obtain, multiple quotes for any maintenance or repair

work or require that the Board engage in formal bidding procedures as determined appropriate in the discretion of the District administration.

- D. **Maintenance and Repair Contracts**, When Head Start procures maintenance or repair work for the Property, such contracts shall include the text set forth in Exhibit A. The Board may Provide a revised and updated Exhibit A to Head Start from time to time, which shall supersede and replace the prior Exhibit A.
- E. **No Other Board Obligations**. Nothing in this Agreement shall be construed as imposing upon the Board any obligation, responsibility, or liability whatsoever for the care, maintenance, repair of the Property or access to the property, except as specifically provided for in this Agreement.

10. **Condition of Property**. Head Start acknowledges that neither the Board nor any agent or employee of the Board has made any representation or warranty concerning the Property with respect to the suitability, condition or repair thereof, and Head Start accepts the License of the Property in "As Is" condition. The Board will, at the onset of this license, repair the HVAC system, mitigate asbestos in applicable rooms on the first floor from the cafeteria to the north end of the building, replace or reglaze windows, and cover the scope of work necessary to license the classrooms as proposed by Morrissey Construction Company. Any modifications to the Property, which may be required by applicable federal or state law or local ordinance to permit Head Start to operate the Program, shall be undertaken at Head Start's sole expense. All damage to the Property caused by the acts or negligence of Head Start, its agents, employees, licensees, invitees, permittees, students, or visitors, reasonable wear and tear excepted, shall be repaired, at Head Start's expense, to the reasonable satisfaction of the Board. If Head Start does not make such repairs within thirty (30) days after receiving notice from the Board, or immediately if the Board determines in its reasonable judgment that an emergency exists, the Board may make such repairs, Head Start shall reimburse the Board for the actual costs incurred by the Board to make such repairs and all costs related to Head Start's failure to make the repair, within thirty (30) days after Head Start's receipt of a written invoice therefore from the Board. All repairs made by Head Start under this Agreement shall be similar in quality and class to the workmanship and materials used in the original work to the Property.

11. **Right of Entry**, The Board and its agents shall have the right to enter the Property at any time without advance notice, The Board shall also have the right to use any portion of the property for Board or school purposes outside of the licensed hours set forth in Paragraph 1, Head Start shall not change the locks or access mechanisms to the building without prior approval of the Board,

12. **Insurance**, Head Start shall at all times during the term of this Agreement, at its sole cost and expense, secure and maintain the following insurance: (1) a standard comprehensive general liability insurance policy, on an occurrence basis, in the amount of no less than Two Million Dollars (\$2,000,000) in the aggregate and no less than One Million Dollars (\$1,000,000) per occurrence, (2) workers compensation insurance for not less than the required minimums under applicable law, and (3) umbrella or excess liability insurance, on an occurrence basis, in the amount of no less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. The Board shall carry property insurance on the Property, and Head Start shall reimburse the Board for such premiums. Such premiums will be billed on either an annual or quarterly basis, and payment shall be made to the Board within seven (7) calendar days of receipt of such billing. Head Start may choose to carry insurance on the personal property stored or maintained within the Property, but in no event shall the Board be liable for the loss or damage to any personal property.

For each of the insurance policies required hereunder, Head Start shall name the Board and its Board members, officers, employees, and agents as additional insureds. To the Most extent permitted by

each insurance policy required hereunder, and without invalidating any coverage thereunder, Head Start waives any right of subrogation that it or any of its agents or insurers may have against the Board and its Board members, officers, employees, and agents. All insurance policies required hereunder shall be primary and non-contributory. The umbrella and excess liability policies shall follow the underlying policies in all respects, including non-contributory obligations. Upon request, Head Start shall deliver to the Board certificates of insurance evidencing the insurance required under this Agreement

13. **Damage or Destruction to the Property.** If the Property is made untenable by fire or casualty, either party may elect to terminate this Agreement within thirty (30) days after providing notice to the other party, at which time this Agreement shall automatically terminate. If neither Party elects to terminate this Agreement, the Board shall repair, restore, or rehabilitate the Property within ninety (90) days after the Property is rendered untenable, in which event this Agreement shall not terminate. If the Board elects to so repair, restore or rehabilitate the Property and does not substantially complete the work within the ninety (90) day period, this Agreement may be terminated by Head Start upon notice of termination to the Board. Head Start waives any and all interest or claim to the insurance proceeds from the Board's insurance carrier,

14. **Indemnification.** Head Start shall indemnify and hold harmless the Board and its Board members, officers, employees, and agents ("Indemnitees"), from and against any and all claims, actions damages liability and expenses (including reasonable attorney& fees and court costs) arising from or out of, related to, or in connection with (i) the occupancy or use by Head Start of the Property; any act or omission of Head Start, its employees, volunteers, agents, students, licensees, invitees, permittees, visitors, contractors, savants, or their successors or assigns; and (iii) any breach of this Agreement. This Section shall survive the termination of this Agreement,

15. **Eminent Domain.** If any part of the Property shall be taken under the power of eminent domain, either the Board or Head Start may, by notice in writing to the other delivered on or before the day for surrendering possession of the Property or any portion thereof to the public authority, terminate this Agreement The entire award shall belong to and be the property of the Board, except that any damages awarded as compensation to Head Start for the cost of removal of equipment shall belong to Head Start.

16. **Real Estate Taxes.** If any portion of the Property becomes subject to taxation as result of this Agreement or Head Start's Permitted Use, Head Start shall have the option to terminate the License upon Thirty (30) days' notice to the Board, Head Start shall be responsible for the payment of any taxes assessed and said taxes shall constitute an additional license fee due hereunder and shall be payable at the time said taxes are due. Head Start and the Board shall each have the right to challenge, at Head Start's expense, any loss of tax exempt status of the Property. In the event that Head Start fails to pay any such taxes when due, in addition to any other remedies, the Board may, at its sole option, pay the taxes and Head Start shall be liable to the Board for all costs and expenses, including, but not limited to, reasonable legal fees, incurred by the Board in paying such delinquent taxes. The covenants of this Section shall survive the expiration or termination of this Agreement.

17. **Waiver of Claims,** Except to the extent prohibited by law, the Board shall not be liable for, and Head Start waives all claims against the Indemnitees for, any damage or loss to person or property sustained by Head Start or any other person claiming through Head Start resulting from any accident or occurrence on the Property or any equipment or appurtenance thereto becoming out of repair, or resulting directly or indirectly from any act or neglect of Indemnitees whatsoever, of any occupant or other person on the Property. All personal property belonging to Head Start or any other occupants on the Property shall be there exclusively at risk of Head Start or such other persons only, and the Indemnitees shall not be liable for any damage thereto.

18. **Assignment and Subletting.** Head Start shall not sell, assign in whole or in part, sublet or transfer this Agreement or Head Start's interest hereunder, without the prior written consent of the Board in each instance, which such consent may be withheld at its sole discretion.

19. **Compliance with Laws.** Head Start shall comply with all applicable laws, ordinances rules, regulations and codes, including but not limited to the requirements of the Illinois Human Rights Act (775 ILCS 1-101 et seq.) and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act as well as Section 750.10 and Appendix A of the regulations of the Illinois Department of Human Rights (44 Ill. Admin. Code 750.10, 750, Appendix A) in providing the services under this Agreement, See Exhibit A and Appendix A attached and incorporated herein. Head Start also 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 12181 et seq., and rules and regulations promulgated thereunder. Furthermore, Head Start shall ensure that all building compliance requirements under Title III of the Americans with Disabilities Act 42 U. S.C. Section 12181 et seq are met. Additionally, Head Start represents and warrants that it is not barred from entering into this Agreement as a result of a conviction of bid rigging or bid rotating or the violation of any other State or Federal law.

20. **Head Start Employee Requirements;** All Head Start employees employed at the Property shall be required to have the relevant DOES license as required for childcare facilities wider Illinois law, if applicable Those Head Start employees not subject to such licensure law must have criminal background checks preformed within six months of the start of their employment at the Property. Such background checks shall be at the expense of Head Start Further, Head Start represents and warrants that none of its employees that will be present on District property have been convicted of any sex offense or other crime that would ban them from being present on public school property when minors are present

21. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be delivered personally, by certified mail, postage prepaid, or by nationally recognized overnight courier (e.g. Federal Express) addressed to Head Start or to the Board at the address noted below. Either party may by written notice to the other specify a different address for notice purposes Notice shall be considered delivered to the other party upon delivery if given personally, or upon deposit with the United States mail or with an overnight courier service.

Riverbend Head Start & Family Services
550 Landmarks Blvd.
Alton, Illinois 62002
Attn: President

Granite City Community Unit School District No.9
3200 Maryville Rd.
Granite City, IL 62040
Attn: Superintendent

22. **Relationship of the Parties.** Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of principal and agent or of Partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of operating expenses nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of a licensor and licensee between the Board and Head Start.

23. **Partial Invalidity.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision and such other provisions shall remain in full force and effect so long as the substantial intent of the Parties can still be attained.

24. **Default.** In the event that one party believes the other to be in default under this Agreement, that party shall notify the other party in writing and allow the defaulting party thirty (30) days from the date of the notice to cure the default, provided, however, in the event Head Start fails to keep in force the insurance required hereunder or creates a hazardous condition, the Board may require that Head Start immediately suspend its use of the Property until the default has been cured or, if not cured, until termination. If the default is not then cured, the party giving notice on the defaulting party may terminate the Agreement by serving written notice effective ten (10) days from the date of mailing. No waiver of any default shall be implied by the failure of either party to give notice of default, and no express waiver shall affect any other default except the one specified in the waiver.

25. **Survival.** Should this agreement terminate for any reason, the following Paragraphs shall survive the termination of the agreement: 4, 6, 7, 8, 14, 16, 17, 20, 22, and 24.

26. **Authority to Execute.** Each signatory hereto represents and warrants that he/she has the corporate authority to execution this Agreement and bind his/her respective entity to the terms hereof.

26. **Entire Agreement anti Third Parties.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Board and Head Start Nothing in this Agreement is intended to or shall be construed to grant any third party any rights or benefits.

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be executed on the dates stated below.

Riverbend Head Start & Family Services

Board of Education of the Granite City
Community Unit School District No. 9

by: _____

by: _____

Date: _____

Date: _____

Exhibit A

Required Provisions for Contractor Agreement

- A. **Contractor Insurance.** Contractor shall provide professional liability insurance coverage beginning with the commencement of the performance of Work by the Contractor until the date of completion of Contractor's services in the amount of \$1,000,000. For the same period of time, Contractor shall carry general liability insurance in the amounts of \$1,000,000 in the aggregate and \$1,000,000 per occurrence and the Board and Head Start and its individual members shall be named as additional insureds on this insurance coverage. Contractor's insurance shall cover all work on the Property and shall be amended as necessary to provide such coverage.
- B. **Certificate of Insurance Requirements.** The certificates of insurance and all insurance policies required to be obtained by the Contractor shall provide that coverages afforded under the policies will not be canceled, reduced or allowed to expire without at Least thirty (30) days prior written notice given to the Board and Head Start. If any of the insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the final application for payment.
- C. **Insurance Obtained Shall Be Primary Insurance.** All insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.
- D. **Failure to Comply With Insurance Reporting Provisions** All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Board and Head Start, its officers, directors commissioners, officials, employees consultants, volunteers, or agents.
- E. **Board and Head Start Shall Not Waive Any Rights of Subrogation.** The Board and Head Start shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, its insurance company or its self-insured risk pool may have against Contractor, the Architect, Contractor or Subcontractor of any tier, or any of their employees, agents, consultants, officers and directors.
- F. **Board and Head Start Shall Not Waive Any Rights By Making Any Payment** Notwithstanding any other provision to the contrary, the Board and Head Start shall not, in any maim; be deemed or intended to have waived any claim by authorizing a final payment or a progress pay of any amount to Contractor.
- G. **Insurance Requirements' Cannot Be Waived by Board or Head Start.** Under no circumstances shall the Board or Head Start be deemed to have waived any of the insurance requirements of this Agreement by any action or omission.
- H. **Notice of Personal Injury or Property Damage.** Contractor shall notify Board and Head Start, 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 claim, promptly upon obtaining first knowledge of same,
- I. **Civil Laws.** Contractor shall perform its services in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. The Contractor shall pay not less than the prevailing rate of wages
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ascertained by the Department of Labor or determined by a court on review to all laborers workers and mechanics performing work on the project The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

To the extent applicable, Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. Contractor 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 regulations promulgated thereunder. Contractor understands that smoking is prohibited on school district property pursuant to State and federal law, Contractor acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property when minors are present, except in limited circumstances including notice to and approval of Board. All employees of Contractor performing services under this Agreement who have direct, daily contact with pupils of any school in the District must submit to a criminal background investigation in accordance with 105 ILCS 5/10-21.9. Pursuant to the Public Construction Bond Act, 30 ILCS 550, prior to commencing work, the Contractor shall Provide a bond in the amount of one hundred percent (100%) of the Contract Sum, conditioned for the completion of the Contract, for the payment of material used in such work and for all labor performed In such work, whether by subcontractor or otherwise. School District may, in its sole discretion, waive the requirement of a bond when allowable under law. Pursuant to the Prevailing Wage Act, 820 ILCS 130/4, the required bond shall include a provision that will guarantee the faithful performance of the prevailing wage requirement of this Contract and Illinois law. With permission of the School District, and when state and federal funds are not used on the Work, the Contractor may provide a diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond.

J. **Criminal Laws.** By entering into this Agreement, Contractor certifies that it is not barred from entering into this Agreement as a result of a conviction for either bid rigging or bid rotating under Article 33E of the Illinois Criminal Code or by any other law, regulation or order. Contractor acknowledges that Board may declare the Agreement void if it determines the foregoing certificate to be false.

K. **Lien Waivers,** Contractor shall submit lien waivers with every application for payment.

Appendix A

You agree 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, You 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 regulations promulgated thereunder.

The following provisions of this Paragraph 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 you 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 Your 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"), You 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 this contract, you agree as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, marital status, physical or mental handicap or disability, military status, or an unfavorable discharge from military service or arrest record status; 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 all 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, 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 Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules, Contractor 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, Contractor 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 release to comply therewith. In addition, Contractor 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.
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X – C NEW BOX DELIVERY TRUCK

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ERIC SMITH, FACILITIES MANAGEMENT
RE: BOX TRUCK
DATE: JANUARY 27, 2026

GCSD9 Administration seeks approval for a new delivery truck. Our current truck is beginning to incur significant repair costs and is experiencing ongoing mechanical issues. To avoid continued and increasing repair expenses, we are requesting approval to replace the current 2011 Ford F-650 with 74,493 miles with a new 2025 Ford F-650 equipped with a 26' box.

Enterprise Cost: \$86,970

Approval is recommended.

X – D NIEDRINGHAUS SCHOOL DOOR & WINDOW REPLACEMENT

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ERIC SMITH, FACILITIES MANAGEMENT
RE: NIEDRINGHAUS SCHOOL DOOR & WINDOW REPLACEMENT
DATE: JANUARY 27, 2026

GCSD9 Administration seeks approval for St Jacob Glass to install 36 new windows and two sets of double doors at a cost of \$30,100.

Approval is recommended.

X – E NIEDRINGHAUS SCHOOL HVAC UPGRADE

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ERIC SMITH, FACILITIES MANAGEMENT
RE: NIEDRINGHAUS SCHOOL HVAC UPGRADE
DATE: JANUARY 27, 2026

GCSD9 Administration seeks approval for Vayden Mechanical to install six new air conditioning units at Niedringhaus School for the sum of \$196,720.00

Approval is recommended.

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ERIC SMITH, FACILITIES MANAGEMENT
RE: **MARYVILLE SCHOOL PLAYGROUND SET**
DATE: JANUARY 27, 2026

GCSD9 Administration requests approval for Play Illinois to install a new Burke playset for students in grades K–6. The project will include two different-sized play structures placed in separate locations on the school grounds. Play Illinois will handle the excavation, drainage, curbing, and installation of rubber fall protection. This project is bid through Sourcewell, of which we are a member. This work will be done over the summer and paid for in the 26-27 Budget.

Play Illinois, LLC: \$261,461.00

Approval is recommended.



X – G WILSON SCHOOL PLAYGROUND SET

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: ERIC SMITH, FACILITIES MANAGEMENT
RE: WILSON SCHOOL PLAYGROUND SET
DATE: JANUARY 27, 2026

GCSD9 Administration requests approval for Play Illinois to install a new Burke playset for students in grades K–6. The project will include two different-sized play structures placed in separate locations on the school grounds. Play Illinois will handle the excavation, drainage, curbing, and installation of rubber fall protection. This project is bid through Sourcewell, of which we are a member.

Play Illinois, LLC: \$261,461

Approval is recommended

X – H NIEDRINGHAUS SCHOOL ASBESTOS FLOOR ABATEMENT

TO: Donald J. Harris, Ed.D., Superintendent of Schools
FROM: Eric smith, Facilities Management
RE: NIEDRINGHAUS ASBESTOS FLOOR ABATEMENT
Date: January 27, 2026

GCSD9 Administration seeks approval for A.C. Environmental to abate 6,540 square feet of floor tile from eight areas of the building at a cost of \$42,275.00.

A.C. Environmental: \$42,275.00

Spectrum Environmental: \$52,700

Thornburgh: \$55,860

Great Western Abatement: \$57,715

Owens Abatement: \$63,725

Cenpro Services: \$64,750

Midwest Service Group: \$47,788

Environmental Operations: \$63,860

Approval is recommended

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: PATRICK CURRY, EXECUTIVE DIRECTOR K-12 CURRICULUM
RE: GARDEN CLUB PROGRAM OVERVIEW AND EXPANSION REQUEST
DATE: JANUARY 27, 2026

The Garden Club has been sponsored in the Granite City School District for the past five years by Allison Downing at Grigsby Elementary School to provide students with hands-on learning experiences focused on native plants, biodiversity, environmental stewardship, and lifelong wellness skills. The program is open to all students and is supported by student Garden Club Ambassadors who apply and serve as peer leaders. Over the years, students have completed numerous educational and service-based projects, including sensory gardens, monarch habitat studies, tree planting and afforestation efforts, pollinator and bird conservation projects, seed distribution to the community, and districtwide participation in Neighborhood Forest tree giveaways.

The sponsor plans to continue the Garden Club at Grigsby Elementary and is requesting approval to formally expand the program districtwide, allowing interested staff at other buildings to offer Garden Club opportunities. Planned next steps include planting native plants and trees on school grounds, pending approval, to further support environmental education and community engagement.

Building-level sponsorship and participation would be voluntary for a three-year trial period aligned to the school calendar. During this trial period, volunteer sponsors will maintain records of participation numbers, student attendance, and annual meeting calendars to support evaluation of the effectiveness of the program.

Approval is recommended.

XI - 1 - A FREEDOM OF INFORMATION ACT {FOIA} REQUESTS

TO: DONALD J. HARRIS, ED.D., SUPERINTENDENT OF SCHOOLS
FROM: CHRIS MITCHELL, MANAGER OF DISTRICT COMMUNICATIONS
RE: FREEDOM OF INFORMATION ACT {FOIA} REQUESTS
DATE: JANUARY 27, 2026

The Freedom of Information Act Requests listed below and on the GCSD9 website were handled by Administration:

We received 12 requests under the Freedom of Information Act during the period of December 3, 2025 through January 20, 2026.

1. The first request was received on December 3, 2025 from Oshea Smith of www.sunlightaccess.com. He requested the following information:

- Electronic summary of purchase orders (not the individual purchase orders themselves) issued by Granite City Community Unit School District 9 from July 1, 2025 through November 30, 2025:

- Vendor name
- Description of purchase or payment
- Total price or amount paid

If vendor names are coded, please include the code key if it's easily available.

2. The second request was received on December 5, 2025 from CT Mills from Public Info Access, LLC. He requested the following information:

- Current existing records listing all active employees within your school or district. To ensure our records remain accurate, we are requesting the latest version currently on file that includes the following fields:

- ☐ Full Name
- ☐ Title/Position
- ☐ Work Email Address
- ☐ Work Location (School Name or Central Office)

3. The third request was received on December 12, 2025 from Dale Smith Jr. of Tom Day Business Machines. He requested the following information:

- District Copier Contract

4. The fourth request was received on December 31, 2025 from Owen Lang of the Lake County Gazette. He requested the following information:

- Copies of all active full-time aide contracts/collective bargaining agreements

5. The fifth request was received on January 1, 2026 from Owen Lang of the Lake County Gazette. He requested the following information:

- Copies of all vendor contracts over \$1,000 for the current school fiscal year.

6. The sixth request was received on January 2, 2026 from Eiden Lang of The Data Branch. He requested the following information:

- Purchase orders issued between September 1st 2024, or January 1st 2025 if more convenient, and the present.

7. The seventh request was received on January 9, 2026 from Brady Root of Herring and Root. He requested the following information from May 1, 2023 to the present:

- Any official District policies, employee handbook updates, or memoranda regarding the implementation of Public Act 103-0395 and/or holiday payments to educational support personnel.

- A copy of any and all current Collective Bargaining Agreements (CBAs) covering educational support personnel.

- Any Memoranda of Understanding (MOUs) or Side Letters that reference holidays, holiday pay, or Public Act 103-0395.

8. The eight request was received on January 10, 2026 from Kimia Hamidi of The Data Branch Research Team. She requested the following information:

- District currently contracts with any of the following vendors, and if so, a copy of the signed contract or agreement:

ITSM (IT Service Management) Providers:

- ☐ One to One Plus
- ☐ Follett (Destiny / MasterLibrary)
- ☐ Freshworks / Freshdesk
- ☐ K-12 Insight
- ☐ ServiceNow
- ☐ Frontline
- ☐ Hayes
- ☐ Zendesk
- ☐ Asset Tiger
- ☐ Asset Panda
- ☐ Spiceworks

CMMS (Computerized Maintenance Management System) Providers:

- ☐ FMX
 - ☐ Brightly / SchoolDude
 - ☐ MasterLibrary
 - ☐ Facilitron
-

- ☐ Operations Hero
- ☐ MaintainX

9. The ninth request was received on January 13, 2026 from Lore Siga of Construct Connect. She requested the following information:

- Bidding documents (plan/specs) for the Niedringhaus School HVAC Replacement Project and the Baseball Fence Project.

10. The 10th request was received on January 14, 2026 from Sheri Reid of SmartProcure. She requested the following information:

- Any and all purchasing records from 9/17/2025 to current. The specific information requested from your record keeping system is:

1. Purchase order number. If purchase orders are not used a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number
2. Purchase date
3. Line item details (Detailed description of the purchase)
4. Line item quantity
5. Line item price
6. Vendor ID number, name, address, contact person and their email address

11. The 11th request was received on January 15, 2026 from Chris Miller of Public Info Access LLC. He requested the following information:

- Dollar thresholds requiring approval by school administrators (e.g., principals)
- Dollar thresholds requiring approval by central office staff or department leadership
- Dollar thresholds requiring approval by the superintendent or designee
- Dollar thresholds requiring approval by the board of education

12. The 12th request was received on January 18, 2026 from Kimia Hamidi of The Data Branch Research Team. She requested the following information:

- Confirmation of whether your entity currently contracts with any fleet management software provider, and if so, a copy of the most recent signed contract or agreement. Specifically, we seek for the past 3 years:

Contract Information:

- ☐ Copy of the latest contract with your current fleet management software provider (some example vendors it may be listed under, but not restricted to)

Geotab

Verizon Connect (formerly Fleetmatics)

Samsara

AssetWorks FleetFocus

GPS Insight

Teletrac Navman

Fleet Complete

- ☐ **Contract expiration date**
-

☐ Names of software platforms and systems used in your technical stack (e.g., vehicle tracking systems, maintenance management software, fuel card systems, telematics platforms)

Fleet Size Confirmation:

☐ Total number of vehicles currently in your fleet

If you work with any fleet management provider:

☐ Please share a copy of the signed contract or agreement

☐ Confirm the contract expiration date

☐ List the software platforms currently deployed

The requests were handled by Administration.
