

## *Document Status: Draft Update*

### **OPERATIONAL SERVICES**

#### **4:60 Purchases and Contracts**

The Superintendent or designee shall manage the District's purchases and contracts in accordance with State law, the standards set forth in this policy, and other applicable Board of Education policies.

##### Standards for Purchasing and Contracting

All purchases and contracts shall be entered into in accordance with applicable federal and State law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts in excess of State bidding statute shall be approved or authorized by the Board.

All purchases and contracts should support a recognized District function or purpose as well as provide for good quality products and services at the lowest cost, with consideration for service, reliability, and delivery promptness, and in compliance with State law. No purchase or contract shall be made or entered into as a result of favoritism, extravagance, fraud, or corruption.

Adoption of the annual budget authorizes the Superintendent or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

When presenting a contract or purchase for Board approval, the Superintendent or designee shall ensure that it complies with applicable federal and State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of \$25,000, or \$50,000 for purchases pertaining to school maintenance or construction, must comply with the State law bidding procedure, [105 ILCS 5/10-20.21](#), unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with [105 ILCS 5/19b-1](#) *et seq.*
4. Third party non-instructional services must comply with [105 ILCS 5/10-22.34c](#).

5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with [105 ILCS 5/10-20.21](#)(b-5). The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with [105 ILCS 5/10-20.21](#)(b-10).
7. The purchase of paper and paper products must comply with [105 ILCS 5/10-20.19c](#) and Board policy 4:70, *Resource Conservation*.
8. Each contractor with the District is bound by each of the following:
  - a. In accordance with [105 ILCS 5/10-21.9](#)(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in [105 ILCS 5/10-21.9](#)(c) and [5/21B-80](#)(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibit any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in [5/21B-80](#)(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.
  - b. In accordance with 105 ILCS 5/22-94: (1) prohibit any of its employees from having direct contact with children or students if the contractor has not performed a sexual misconduct related employment history review (EHR) of the employee or if the District objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in 105 ILCS 5/22-94(j)(3), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide the District access to such records upon request; and (4) refrain from entering into any agreements prohibited by 105 ILCS 5/22-94(g). [PRESSPlus1](#)
  - c. In accordance with 105 ILCS 5/24-5: (1) concerning each new employee of a contractor that provides services to students or in schools, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease ~~if the employee will have direct, daily contact with one or more student(s);~~ and (2) require any new or existing employee who ~~has and will have direct, daily contact with one or more~~ provides services to student(s) or in schools to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as

required by the Ill. Dept. artment of Public Health rules or order of a local health official.

9. Items for further consideration are:

- a. The quality and serviceability of the item(s) to be supplied;
- b. Its conformity with specifications;
- c. Suitability to the requirements of the District;
- d. Delivery terms;
- e. Past performance of the vendor;
- f. Financial status of bidder;
- g. Bidder's reputation.

10. After 1-1-23, aAny pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.

11. Purchases made with federal or State awards must comply with [2 C.F.R. Part 200](#) and [30 ILCS 708/](#), as applicable, and any terms of the award.

The Superintendent or designee shall: (1) execute the reporting and website posting mandates in State law concerning District contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

LEGAL REF.:

[2 C.F.R. Part 200](#).

[105 ILCS 5/10-20.19c](#), [5/10-20.21](#), [5/10-21.9](#), [5/10-22.34c](#), [5/19b-1](#) et seq., [5/22-94](#), and [5/24-5](#).

[30 ILCS 708/](#), Grant Accountability and Transparency Act.

[410 ILCS 170/](#), Coal Tar Sealant Disclosure Act.

[820 ILCS 130/](#), Prevailing Wage Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications), [5:90 \(Abused and Neglected Child Reporting\)](#)

**PRESSPlus Comments**

[PRESSPlus 1](#). Updated in response to 105 ILCS 5/22-94, added by P.A. 102-702, eff.

7-1-23. See 4:60-AP4, *Sexual Misconduct Related Employment History Review (EHR) of Contractor Employees*, available at PRESS Online by logging in at [www.iasb.com](http://www.iasb.com).

For the definition of *sexual misconduct*, see 105 ILCS 5/22-85.5(c), added by P.A. 102-676 and policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*.

*Direct contact with children or students* is defined as “the possibility of care, supervision, guidance, or control of children or students or routine interaction with children or students.” 105 ILCS 5/22-94(b), added by P.A. 102-702, eff. 7-1-23. This standard, which triggers the EHR, appears on its face to be broader than the *direct, daily contact* standard that triggers the *complete criminal history records check* in 105 ILCS 5/10-21.9(f). See 5:30-AP2, *Investigations*, 4:60-AP3, *Criminal History Records Check of Contractor Employees*, and 4:60-AP4, *Sexual Misconduct Related Employment History Review (EHR) of Contractor Employees*, for more information. For example, a contracted night custodian who may have some passing, routine interaction with students who are on campus for afterschool events, but does not have direct, daily contact with students triggers an EHR but not necessarily a *complete criminal history records check*. It is less clear if the reverse scenario could arise where a *complete criminal history records check* under 105 ILCS 5/10-21.9(f) would be required but an EHR would not be required. For ease of administration, a district may wish to require contractors to undergo a *complete criminal history records check* whenever the obligation to conduct an EHR is triggered, and vice versa.

105 ILCS 5/22-94(g), added by P.A. 102-702, eff. 7-1-23, prohibits contractors from entering any agreement that: (1) has the effect of suppressing information concerning a pending or completed investigation in which an allegation of sexual misconduct was substantiated, (2) affects the ability of the contractor to report sexual misconduct to the appropriate authorities, or (3) requires the contractor to expunge information about allegations or findings of suspected sexual misconduct, unless an allegation is found to be false, unfounded, or unsubstantiated following an investigation. **Issue 111, March 2023**