Finance & Facilities Committee Meeting
Wednesday, November 11, 2026 8:00 AM

D128 Administration Center
50 Lakeview Parkway, Suite 101
Vernon Hills, IL 60061

Agenda

1. Call To Order / Pledge of Allegiance
2. Invitation for Public Comment (3-minute time limit)
3. For Discussion
   - 3.A. FY27 School Maintenance Project Grant
   - 3.B. 2028 LHS Graduation Agreement with NOW Arena
   - 3.C. Disposals
   - 3.D. 2026 Levy
   - 3.E. NIHIP Designee
   - 3.F. SEDOL DHH Program at VHHS
   - 3.G. Digital Scoreboards
4. Adjournment

Community High School District 128

Administration Center
50 Lakeview Pkwy., Suite 101, Vernon Hills, IL 60061
Phone (847)247-4500 Fax (847)247-4543
Bhavna Sharma-Lewis, Ph.D., Interim Superintendent

To: Board of Education
From: Dan Stanley, Assistant Superintendent for Finance/CSBO
Cc: Bhavna Sharma-Lewis, Ph.D., Interim Superintendent
Date: November 1, 2026
Re: FY27 School Maintenance Project Grant

The School Maintenance Project Grant (SMPG) is a dollar-for-dollar state matching grant program for up to $50,000. Grant funds must be used for the maintenance or upkeep of buildings or structures used for educational purposes. Ongoing operational costs, including labor, are not eligible. The SMPG was first introduced in 2012 and has been offered annually since FY22.

The grant application requires Board approval, and the application deadline is January 28, 2027.

To receive the $50,000 grant, the District must identify an eligible project costing at least $100,000, with the District and State each contributing $50,000. Once approved, the District has two years to expend the funds.

To be eligible, a project must meet two conditions as of the application date: (1) the work must not have started, and (2) the funds must not have been obligated. Therefore, projects already underway or contractually committed are not eligible.

The administration proposes using the grant toward the VHHS Roof 17 replacement, which was introduced on the tentative list of summer 2027 projects presented to the Board in October. The estimated cost of this project is $770,400.

The FY27 SMPG application will be presented for Board approval at the November meeting. Approval of the grant application does not constitute approval of the roof replacement project itself. The project would still need to be fully designed, bid, and brought back to the Board for approval.

The grant application documents are attached for reference.

Application Header Information

Edit Header Information

- Application Year: 2027
- Application Round: 1
- Emergency Application: No
- District: CHSD 128
- RCDT#: 34049128016
- Area affected by the project: District
- County: Lake
- District Superintendent: Bhavna Sharma-Lewis
- Total Estimated Project Cost: $770,400.00
- Total Requested Grant Amount: $50,000.00
- Total Reserved Local Funds (District Responsibility): $50,000.00
- Total Reserved Remaining Funds (District Responsibility): $670,400.00
- Final Project Closeout Date:
- Source of Local Funds: 1111 - Operations and Maintenance Purposes Levy
- Project Priority Code: D - Permanent Improvement Projects
- Project Funding Order: 1
- Date Created: 11/01/2026
- Current Status: In Progress
- Last Updated By:
- Created By: danielstanley

District Approval

Application Data

- Work Items
- District Data

Application Certifications & Assurances

- Grant Application Certifications and Assurances for the School Maintenance Project Grant
- Program Specific and Financial Assurances for the School Maintenance Project Grant

Application Printable Documents

- District Certification
- Taxpayer Identification Number
- School Maintenance Project Grant Award

Application Required Attachments

Attach Files

Application Comments

Add New Comment

Application History

Add Item to Schedule

1. COUNTY CODE	2. DISTRICT CODE/NAME	3. APPLICATION YEAR/ROUND
049, Lake	**34049128016, CHSD 128**	**2027, 1**

	Item I.D.	Facility Name	Facility Address	Facility Description	Project Description	Project Location	Priority Code	Category Code	Est. cost	Est. Start Date	Est. Completion Date
Open	1	VERNON HILLS HIGH SCHOOL	145 N Lakeview Pkwy, Vernon Hills	High school built in 1999, currently housing about 1,400 students at 334,953 sqft	Replacement of roof 17.	South East Roof	D	ROOF	$770,400.00	06/01/2027	08/01/2027

Total Estimated Project Cost	$770,400.00
Total Requested Grant Amount	$50,000.00
Total Reserved Local Funds(District Responsibility):	$50,000.00
Total Reserved Remaining Funds (District Responsibility):	$670,400.00

Assurance has been submitted electronically.

FY 2027 STATE ASSURANCES

In order for the Illinois State Board of Education to approve the School Maintenance Project Grant (SMPG), the applicant's district/school administration must certify that the district will comply with the following assurances. Please read the statements carefully, and only check the "I Agree" box once all assurances are understood and accepted.

☑ I Agree

SCHOOL MAINTENANCE PROJECT GRANT STATE ASSURANCES

GRANT APPLICATION CERTIFICATIONS AND ASSURANCES

By checking this box, the Applicant/Grantee (hereinafter the terms "Applicant" and "Grantee" are interchangeable as the context requires and as defined below) 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 Grant. 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 Grant in relation thereto.

DEFINITIONS

"Applicant" means an individual, entity, or entities for which grant funds may be available and who has applied to the Illinois State Board of Education for an award of such grant funds. For purposes of these Certifications and Assurances, all references to "Applicant" include the applicant prior to award and, upon execution of the Grant Agreement, shall mean and include the "Grantee," as the context requires.

"Grant" means the award of funds, which are to be expended in accordance with this Grant Agreement for this Project.

"Grantee" means the person, entity, or entities that are to receive or have received grant funds through the School Maintenance Project Grant from the Illinois State Board of Education.

"Project" means the proposed work to be completed, as delineated in the application, and as negotiated and finalized by the parties in the Grant Agreement.

"Grant Program" means the School Maintenance Project Grant program under which grant funds are awarded for eligible school maintenance projects in accordance with 105 ILCS 230/5-100, 23 Ill. Adm. Code 151, Subpart B, the Grant Agreement, and other applicable laws and requirements. "Program" and "Grant Program" are interchangeable.

"Term" means the period from the 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.

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

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.

FY 2027 STATE ASSURANCES

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 shall 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 Project 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 this 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 Grantee 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 that 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

FY 2027 STATE ASSURANCES

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 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.

The Applicant certifies that Grant funds and goods or services purchased with Grant funds shall not be used, directly or indirectly, for prohibited political activity as prohibited by 30 ILCS 705/4.3. The Applicant further certifies that no employee or agent shall be compensated from Grant funds for time spent engaging in prohibited political activity.

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 acknowledges and agrees 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.

FY 2027 STATE ASSURANCES

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 obtained from 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 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 Grantees 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 Grantees 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.

FY 2027 STATE ASSURANCES

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 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 Grantee 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 Grantee provides documentation evidencing that the Grantee has returned to compliance with this provision, as determined by the Illinois State Board of Education.

Pursuant to 30 ILCS 705 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: (1) all representations made in this Agreement are true and correct to the best of the grantee's knowledge, information, and belief; and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Grant is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

Save and Continue

State assurances - Rev. 06/26/2026

Assurance has been submitted electronically.

PROGRAM SPECIFIC/FINANCIAL ASSURANCES FOR SCHOOL MAINTENANCE PROJECT GRANT

COMMUNITY HIGH SCHOOL DIST 128

RCDT #: 34-049-1280-16

FY 27 Application Cycle - Round 1

☑ By checking this box, the applicant/award recipient (hereinafter the term applicant includes award recipient as the context requires) hereby acknowledges, 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 ILCS 230), School Maintenance Project Grant Rules (23 Ill. 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 assures 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 or 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 begun work on any of the projects listed.

DEFINITIONS

The word "Term" means the period from the project beginning date through the project ending date. For the School Maintenance Project Grant, "Term" is further defined to mean the period 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

1. An applicant must not begin work on any of the projects listed on the application prior to submission of the application in the ISBE Web Application Security system. 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, ninety (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 Ill. 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 fifty (50) percent of the total project expenditures, the applicant shall refund the amount of the grant that is more than fifty (50) percent of actual project expenditures.
4. Grant funds may only be used for the project described in the approved application, and all school maintenance project funds must be expended on publicly owned property. The approved application and school maintenance project may not be amended. The grant shall be accounted for in compliance with applicable accounting rules set forth at 23 Ill. 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 forty-five (45) calendar days. If funds are obligated by the grantee but have not been fully expended two years after disbursement, ninety (90) calendar days will be given to liquidate all obligations.

FINANCIAL REPORTS

7. Per 23 Ill. Adm. Code § 151.140(b), a Final Expenditure Report that describes the use of the grant funds is due after the end of the Term. The Final Expenditure Report must be submitted within twenty (20) calendar days of the end of the Term and indicate total project costs for all projects on the approved application. Failure to file the Final Expenditure Report within the timelines set forth in this Grant Agreement constitutes a breach of this Grant Agreement. Upon any such breach, the Illinois State Board of Education may pursue all legally available remedies, including, without limitation, recovery of grant funds pursuant to 30 ILCS 705.

8. Per 23 Ill. Adm. Code § 151.140(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 fifty (50) percent of the total project expenditures, the applicant shall refund the amount of the grant that is more than fifty (50) percent of actual project expenditures. Any overpayment must be returned to the Illinois State Board of Education within forty-five (45) calendar days. Failure to return the funds in accordance with this Section will constitute a breach of the Grant Agreement and may result in recovery action by the State pursuant to the Illinois Grant Funds Recovery Act. Such action may include, but is not limited to, the withholding or offset of current or future State payments, the assessment of interest, penalties, and administrative costs, and referral of the debt to the Illinois Office of the Comptroller, the Department of Revenue for collection under the State Offset System, or the Attorney General for further enforcement.
9. The award recipient will maintain records on project and fiscal activities related to each award for a period of three (3) 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.
10. 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.
11. 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

12. 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. 06/15/2026)

SCHOOL MAINTENANCE PROJECT GRANT

FY 27 Application Cycle - Round 1

District Certification

Name : CHSD 128

RCDT #: 34-049-1280-16

TIN #: 362527753

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 27 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: COMMUNITY HIGH SCHOOL DIST 128

RCDT: 34-049-1280-16

Federal Employer Identification Number (FEIN): 362527753

Legal Status: Governmental/School District

Signature of authorized Representative: 

Date: 11/01/2026

(SMPG Taxpayer Identification Form - Rev. 08/2021)

LICENSE AGREEMENT
NOW ARENA

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ , 2026, by and between the Village of Hoffman Estates, an Illinois Home Rule municipal corporation (hereinafter "Licensor"), **Community High School District 128**, a **public high school**, a **public high school** organized under the laws of the State of **Illinois** (hereinafter "Licensee").

W I T N E S S E T H:

WHEREAS, Licensor is the owner of a multi-sports and entertainment facility in the Village of Hoffman Estates located at 5333 Prairie Stone Parkway, Hoffman Estates, Illinois 60192 known as the NOW Arena; and

WHEREAS, Global Spectrum, L.P. d/b/a OAKVIEW GROUP is the Operator of the NOW Arena and is only executing this Agreement as an authorized agent on behalf of Licensor and is not responsible for or guaranteeing any performance under the terms of this Agreement.

WHEREAS, the Village of Hoffman Estates for the purposes of this Agreement is defined to include, its elected and appointed officials, employees, and agents.

WHEREAS, Licensor has the power and authority to license the use thereof to others for the purpose of holding and presenting certain events; and

WHEREAS, Licensee desires to license the use of the NOW Arena and its facilities from Licensor, and Licensor desires to license the use thereof to Licensee, for the purpose of holding and presenting **Libertyville High School Graduation Ceremony 2028** (the "Event"), all subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Grant Of License; Licensed Premises. Licensor hereby grants to Licensee license to use, and Licensor shall make available to Licensee, that portion of the NOW Arena and its facilities as may be necessary for the presentation of the Event (the "Arena"), including the Arena's floor, seating facilities, access areas, public address and scoreboard, sound systems, dressing rooms, press rooms, corridors, stairways, parking areas, walks and lavatories in or about the Arena, and such other areas or parts of the Arena as may be necessary for the presentation of the Event, all upon the terms and conditions set forth herein. The License granted hereby does not extend to or include the non-public areas in and around the Arena, unless otherwise specifically designated by Licensor. Licensee hereby agrees to, and shall, use the Arena to hold and present the Event as contemplated by this Agreement.

2. Term.

A. Term of Use. Unless this Agreement is earlier terminated pursuant to the provisions hereof, the periods of use described below in this Subsection 2.A. are referred to collectively in this Agreement as the "Term." If the Event (or any session thereof) shall run beyond the times specified in this section on any of the Event nights, or if load-out shall run beyond the times specified in this section, Licensee shall be liable for any additional expenses incurred by Licensor, including but not limited to payments to union labor, if applicable.

EVENT SPACE				
Date	**Start** (incl. Load In)	**End** (incl. Load Out)	**Event Space Description**	**Event Start Time(s)**
06/1/2028 (Thursday)	8:00AM	7:30PM	Arena	Faculty Arrive: 1:30 PM DOORS: 6:00PM EVENT START:7:00PM EVENT ENDS: 8:30PM Load Out Done: 9:00PM

B. Doors Open. Licensor agrees to open the Arena to the public at least one hour before the Event (or each session thereof).

3. Duties of Licensee. In connection with the presentation of the Event, Licensee shall, at Licensee's cost, provide (or cause to be provided) and/or procure the following:

A. Performers and Staffing; Equipment and Other Items.

(1) All participants and staff required for the proper presentation of the Event, including but not limited to **Graduation Ceremony, faculty, students**, performer medical staff, and any other staff required for the proper presentation of the Event and, where specified by Licensee, sound system, lighting, staging, technical, catering and set-up personnel regularly employed by Licensee in presenting the Event, together with Workers' Compensation Insurance with respect to such personnel; and

(2) All tangible items of property necessary for the proper presentation of the Event, including but not limited to **full produced production**; and

1. Licenses and Permits. In accordance with Section 8.B below, all licenses and permits, including ASCAP, BMI, SESAC and similar performance licenses, required for the use of copyrighted or licensed music in connection with the presentation of the Event, and otherwise required in connection with the use of the Arena for the Event, all of which shall be procured by Licensee prior to commencement of the Term and presented to Licensor;

Licensee ASCAP Account #: _____
Licensee BMI Account #: _____
Licensee SESAC Account #: _____

_____ (Initial to accept) Licensee elects to have Licensor utilize Licensor royalty agreements and to reimburse Licensor for associated fees through event settlement;

C. Promotion. The advertising, promotion and publicity campaign necessary and desirable to promote the Event. Licensor shall not have any responsibility whatsoever for the advertising campaign unless otherwise agreed to by the parties in writing;

D. Licensor Tickets. Complimentary tickets for each session of the Event, in accordance with Subsection 8.B. below; and

E. Event Delivery and Move-Out Coordination. Coordination of any and all deliveries for the Event (or each session thereof) and timely move-out following the Event.

F. Tickets. Licensee is required to issue tickets to gain entry to the Event. Licensor and License must mutually agree on the number of tickets issued to each graduate. Licensor reserves the right to refuse entry to anyone without a ticket to the Event.

Initial_____

Initial_____

4. Duties of Licensor. In connection with the presentation of the Event, Licensor shall provide (or cause to be provided) the following. Unless otherwise expressly indicated, Licensor's cost of providing the below items and services shall constitute a reimbursable expense, payable by Licensee in addition to the Base License Fee (as defined in Subsection 6.A.(1) below):

A. Arena Premises. The Arena, including the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Base License Fee);

B. Utilities. Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the Event and the set-up and removal related thereto;

C. Cleaning. Cleaning and janitorial service during and after the Event;

D. Support Personnel. All necessary support services, including, but not limited to, all ancillary staff necessary to hold the Event at the Arena (other than those being provided by Licensee pursuant to Subsection 3A(1) above), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors, change-over and set-up crew, ticket takers and box office services for the day or evening of each session of the Event;

E. Additional Requested Items and Sources. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, catering, and lighting and/or sound

equipment other than the current sound or lighting system in Arena, all of which shall be subject to the approval of Licensor; and

F. Parking. **Zero Dollars ($0.00) per vehicle will be collected at the lot**; and

5. Event Marketing and Sponsorships.

A. Marketing Campaign.

(1) Licensee, at its expense, shall provide the necessary personnel to, and shall use its reasonable best efforts to, market and promote the Event.

(2) All advertisements for the Event shall be developed by Licensee (including, but not limited to, all advertising publicity material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.

(3) Licensee shall make mention of the name "NOW Arena" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard "NOW Arena " logo positioned full width across the bottom.

(4) All advertisements for the Event presented pursuant to the provisions of this Agreement (including but not limited to, all advertising, publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials) shall be submitted by Licensee to Licensor for its prior approval before use.

(5) Licensee acknowledges and agrees that, notwithstanding any marketing or other related assistance which may be provided to Licensee by Licensor (although Licensor is not obligated to provide same), Licensor has made no and disclaims any purported or actual representation or warranty as to the results or success which can be expected from the Event, including without limitation, ticket sales or the profitability of the Event, and thus Licensee acknowledges and agrees that Licensor shall in no way be responsible for the actual results from or success of the Event.

B. Advertising and Sponsorships.

(1) Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement, promotional announcement, or inflatables to be posted, made or displayed outside or inside the Arena. Licensee will not permit the sale or distribution of helium balloons or other inflatable items, bumper stickers or any other items with adhesive surfaces at, in or near the Arena.

6. Compensation.

A. License Fee. In consideration of the license granted hereby and Licensor's agreement to provide the items set forth in Paragraph 4 hereof, Licensee shall pay Licensor the following sums (collectively, the "License Fee"):

1) An "All in" fee of **Fifty-Two Thousand Three Hundred and Forty-Seven** Dollars ($**52,347**) in 2028 (the "Base License Fee") **i**ncludes: set up/break down, security, ushers, cleaning, streaming and patron EMS, if necessary; **PLUS event insurance, and music royalty fees (ASCAP/BMI/SESAC – see Section 3.B).**

(2) Reimbursable expenses as listed in Subsection 4E, inclusive, and any and all other costs and expenses expressly set forth hereunder which are due and payable to Licensor**.**

(3) Should COVID-19 or any other pandemic create the need to check vaccination records of customers or working staff prior to entering the event, and/or COVID testing records of customers or working staff prior to entering the event or create additional expenses, the Licensee will be 100% responsible for these expenses including additional staffing, ushers, police, security and cleaning.

B. Non-Refundable Deposit. A non-refundable deposit and final payment schedule in the stated amounts shall be due and payable to Licensor on or before the stated dates :

YEAR	DEPOSIT	DATE DUE	FINAL	DATE DUE
2028	$26,173.50	Execution of Agreement	$26,173.50	January 4, 2028

C. Minimum Wage. If the State, County or Federal minimum wage increases at any time prior to the Term of this Agreement Licensor retains the sole right to reassess and amend the "All-in" Base License Fee. Licensor shall notify Licensee, in writing, with as much prior notice of such amendment as is reasonably practicable under the circumstances.

D. Minimum Rent: Additionally, Licensee acknowledges that the Non-Refundable Deposit is considered Minimum Rent held in consideration of Licensor entering into this Agreement and holding the Facilities available for the Event as set forth herein and that the Minimum Rent is fully earned as of the date hereof; provided, however, if fourteen (14) days out from the event, if there are not sufficient funds being held to cover the building expenses as defined in Section 4, Licensee will be required to deposit the shortfall, as calculated by Licensor, as additional Minimum Rent. The Licensor shall retain the right to postpone or cancel the Event if the additional Minimum Rent is not promptly deposited and provide Licensee with as much prior notice of such postponement or cancellation as is reasonably practicable under the circumstances.

E. Settlement. Upon conclusion of the Event (or each session of the Event, if applicable), Licensor and Licenses shall conduct a settlement respecting all items of income and expense which are the subject of this Agreement. At such settlement, Licensor and Licensee shall account to the other for all items of income and expense which are the subject of this Agreement, and make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 6. In the case of a multi-session Event, in addition to settlement following each session of the Event, a final settlement shall be made by the parties within seven (7) business days following the expiration of the Term. Any amounts due and payable to Licensor which are not paid within two (2) business days after the conclusion of an Event shall accrue interest from the date due until paid at the highest rate allowed by the laws of the State of Illinois. Any net payment that may be due and owing to Licensee shall be made by way of check, draft, or wire transfer.

F. Licensor Reserved Revenues. Licensee acknowledges that use of all Suites and other Premium Seating areas in the Arena are not hereby licensed or provided by Licensor to Licensee and agrees that any revenue derived from the utilization or license of such Suites and other Premium Seating areas in connection with the Event shall be for the sole account of Licensor.

Initial_____

Initial

G. No Set-Off. Licensee shall pay Licensor the License Fee and any and all additional amounts due hereunder without abatement, deduction or set-off.

7. Concessions; Merchandising; Programs.

A. Concessions Reserved to Licensor. Licensor specifically reserves to itself, and to its assigned or designated concessionaires and agents, the right to sell, and proceeds from the sale of, food, refreshments and beverages, parking privileges, novelties, and all other concessions at the Event (except as otherwise provided in Subsection 8B below). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food, beverage or other merchandise and shall have no right to operate a concession during the Event, without obtaining Licensor's prior written approval.

B. Souvenir and Merchandise Concessions. **With respect to souvenir and merchandise concessions, including programs, Licensor has One Hundred percent (100%) exclusivity to sell merchandise and souvenirs during event, or persons designated by Licensor shall sell such merchandise and all proceeds from the sale thereof, after deduction of applicable taxes and city licenses and inspections charges, shall be retained by Licensor.** Prior to the commencement of the Term, Licensor shall deliver, or cause to be delivered, all souvenirs and merchandise to be sold by Licensor hereunder. Licensor shall insure against and bear the risk of damage, theft or other loss of such merchandise, whether or not such merchandise is in the possession or control of Licensor at the time of such loss, and shall be responsible for all freight and transportation of such merchandise to and from the Arena. Contents of any programs Licensee wished to provide for sale at the Event shall be subject to Licensor's reasonable approval.

8. Permits and Licenses.

A. Governmental Permits. Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Arena for the Event, including, without limitation, those required by ordinances, rules, regulations of governmental authorities. In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such Event, obtain all necessary Employment Certificates and other permits and authorizations as may be required by any governmental authority.

B. Music Performance Licenses. Licensee shall procure, in advance, all licenses required by any music performance societies, such as ASCAP, BMI and SESAC, for music or other works to be utilized or displayed in connection with the Event. Licensee agrees to make direct payment and accounting to ASCAP, BMI, SESAC and any other similar organizations for

the use of musicians and/or musical works in the Event and at the request of Licensor to furnish proof of payment.

C. Performer Releases and Employment. Licensee shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof unless Licensee shall have entered into a license or similar agreement with such party respecting such rights. Licensee shall furnish Licensor with evidence satisfactory to Licensor of Licensee's employment of the Performer(s) at least thirty (30) days prior to the Event Date. If, on the Event Date, Licensor has a reasonable basis to believe that the Performer(s) will not appear at the Event at any time prior to the time when spectators are scheduled to be permitted to enter the Facilities for the Event, Licensor may deny spectators admission to the Facilities and cancel the Event. If Licensor cancels the Event pursuant to this Section, then the rights and obligations of Licensor shall be as set forth in Section 13(A) hereof.

9. Broadcasting and Recording. Subject to Licensor's prior written approval to the extent of Licensor's rights therein, and subject further to any third parties with which Licensee contracts to transmit or broadcast the Event securing in advance and maintaining insurance acceptable to Licensor, Licensee may film, videotape, broadcast or transmit the Event in any and all media from the Arena (the "Media Rights"), but excluding the use of the image of the Arena, the Arena's name or logo or Licensor's name or logo, unless expressly approved by Licensor in writing. Licensee shall be solely responsible for all costs and expenses related to the use or exercise of the Media Rights. A location/origination fee, in an amount to be determined by Licensor in its sole discretion, may be charged by Licensor to Licensee for the Media Rights, which fee shall be payable in advance. Licensee shall cause all entities with which Licensee contracts to broadcast the Event to arrange with Licensor in advance of the Term the terms and conditions (which must be satisfactory to Licensor in its sole discretion) under which such entities may have access to, and the use made by such parties of, the Arena.

10. Insurance.

A. CGL Coverage. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names the Village of Hoffman Estates, Global Spectrum, L.P. d/b/a OAKVIEW GROUP, and NOW Foods (and their respective members, managers, officers, directors, agents and employees) as named insureds as to the ownership, management, and operations of the NOW Arena**,** and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee' assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least Two Million Dollars ($2,000,000.00) combined single limit for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to the Village of Hoffman Estates, Global Spectrum, L.P d/b/a OAKVIEW GROUP and NOW Foods, shall be primary to and not contributory with any insurance coverage or self-insured program of the Village of Hoffman Estates, Global Spectrum, L.P. d/b/a**,** OAKVIEW GROUP, and NOW Foods, or any of the other additional named insureds, and include a waiver of subrogation, and that such insurance shall be excess to any insurance issued to Licensee. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Village of Hoffman Estates, Global Spectrum, L.P. d/b/a OAKVIEW GROUP and NOW Foods pursuant to Section 12 hereof.

B. Workers' Compensation Coverage. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

C. Certificates of Insurance. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less then thirty (30) days remain before the Term's commencement), shall provide to Licensor evidence of the insurance required (including certificates of insurance and endorsements) pursuant to Subsections 11.A. and 11.B. above. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to Licensor. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Illinois or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

D. Failure to Obtain Insurance. Licensor shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Arena until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Licensor. Licensee's failure to maintain the insurance required herein may, at the sole discretion of Licensor, result in termination of this Agreement. IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY THE VILLAGE OF HOFFMAN ESTATES OR GLOBAL SPECTRUM L.P. D/B/A OAKVIEW GROUP TO LICENSEE, AND LICENSOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

E. Coverage by Licensor. In the event that Licensee fails to procure and present the aforesaid insurance, Licensor shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the License Fee due and payable hereunder.

11. Indemnity; Release of Liability.

A. Indemnification. Licensee hereby agrees to indemnify, defend, save and hold harmless the Arena, Global Spectrum, L.P., Village of Hoffman Estates, Now Foods and any other present or future lender providing financing to Village of Hoffman Estates in connection with the construction or operation of the Facility, and their respective successors and assigns, and each of their respective partners, agents, officers, directors, employees and representatives (collectively, "Licensor Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs"), occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, manager, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel in connection with the presentation of the Event), persons

assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Facility by Licensee, during the Term or any other time while the Facility (or any part thereof) is used by or are under the control of Licensee, which shall include any and all COVID-19 related Claims or Costs asserted or alleged against Indemnitees arising out of the Event. Licensee shall be obligated to indemnify, defense, save and hold harmless Indemnitees for COVID-19 related Claims or Costs. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against the Venue, and this Agreement is deemed a written agreement for indemnity under the workers' compensation laws of the state where the Facility is located. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

B. Condition of Licensed Premises. Except as expressly set forth herein, Licensor makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Arena, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Arena. Accordingly, Licensee acknowledges and agrees that it has made an adequate investigation and inspection of the Arena and has made its own determination regarding the suitability of the Arena for Licensee's proposed use and is satisfied with the condition, fitness and order thereof. Licensee further agrees that the Arena shall be delivered by Licensor to Licensee "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee hereby waives any claims against Licensor and the Indemnitees for defects in the Arena, including latent defects. Commencement of the use of the Arena by Licensee shall be conclusive that the Arena was in good repair and satisfactory condition, fitness and order when such use commenced.

C. Liens and Encumbrances. Licensee acknowledges and agrees that Licensee has no authority to, and that Licensee shall not, cause or permit any lien or encumbrance of any kind (including material men's or mechanics' liens) to attach to the Facilities or any other property of LICENSOR or the City. If any such lien shall so attach, Licensee shall promptly cause such lien to be released, or shall obtain a commitment from a title insurance company designated by, and in form satisfactory to, LICENSOR to protect LICENSOR and the Village of Hoffman Estates against loss by reason of such lien. If any such lien shall so attach, Licensee shall also indemnify and reimburse LICENSOR and the Village of Hoffman Estates for all expenditures by LICENSOR and the Village of Hoffman Estates in discharging such lien, including all costs and attorneys' fees associated therewith.

D. Risk of Loss. None of Licensor, Global Spectrum L.P. d/b/a OAKVIEW GROUP, nor any of their respective officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of Licensee or its employees, players, performers or agents in connection with Licensee's use of the Arena hereunder. Licensee acknowledges and agrees that all of its property or property of others in the Arena shall be used and/or stored in the Arena at the sole risk of Licensee, and Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law.

12. Default; Remedies Upon Breach.

A. Default by Licensee. The following events shall constitute a "Default" by Licensee under this Agreement:

(1) breach by Licensee of any material representation, warranty, covenant, condition or obligation set forth in this Agreement and not otherwise specifically addressed in subsections 13.A(2) through 13.A(8) below, which breach is not cured within ten (10) days following notice to Licensee of such breach, provided that in the event Licensor may suffer irreparable harm as a result of Licensee's breach, it shall not be required to give notice or wait any period of time before pursuing any remedies hereunder or under applicable law;

(2) material violation of the Arena's rules and regulations;

(3) any misrepresentation by Licensee to Licensor regarding the subject matter of the Event or materials used in connection with the Event;

(4) partial or total abandonment by Licensee of the Arena, or failure of Licensee to use the Arena on a performance day as contemplated herein;

(5) failure of Licensee to obtain the insurance or any license or permit required hereunder;

(6) the return of any Licensee check for insufficient funds;

(7) cessation by Licensee of its business as a going concern, or the insolvency or bankruptcy of Licensee or the initiation of any bankruptcy or other insolvency proceedings by or against Licensee, or the appointment of a receiver or trustee for Licensee or Licensee's property; or

(8) any attempt by Licensee to assign this Agreement in violation of Subsection 18.C. below.

(9) failure to enforce or properly manage staff or participants in accordance with Illinois Department of Public Health (IDPH) guidelines as relates to COVID-19

In the event of a Default by Licensee that is not promptly cured, Licensor may terminate this Agreement upon notice to Licensee, and all monies held hereunder may be applied by Licensor for the payment of the License Fee, sales or amusement taxes, or other charges due and payable to Licensor at the date of the Default. Licensor may, after the occurrence of an event of Default, enter and remove all persons from the Arena and all or any property therefrom, and sell such property as a setoff against monies owed to Licensor hereunder. In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any other remedy allowed at law or in equity. Licensor's right and remedies set forth in the paragraph in connection with a Licensee Default shall be cumulative, and shall be non-exclusive of all other right and remedies under this Agreement, at law or in equity, including without limitation the right to recover all damages suffered by Licensor.

B. Default by Licensor. In the event that Licensor fails to perform or observe any of the covenants, conditions or obligations in this Agreement, Licensee shall provide Licensor with written notice specifying the failure with particularity, and Licensor shall have at least ten (10) business days from its receipt of such written notice to cure such failure. If such failure is not cured within such ten (10) business day period, Licensee's sole and exclusive remedy shall be to seek an action for actual damages (but not special, incidental, consequential, punitive, or exemplary damages or lost profits) in an amount not to exceed the License Fee paid to Licensor hereunder, together with reasonable attorney's fees and court costs.

13. Compliance With Laws and Arena Rules.

A. Legal Compliance. Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Illinois, the Village of Hoffman Estates, and their respective agencies, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Arena. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and file returns and pay all such taxes or charges immediately when due.

B. Morals Clause. Licensee shall not use or attempt to use any part of the Arena for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor.

C. Non-Discrimination. Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law.

14. Use of Premises.

A. Return of Premises. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena. Upon expiration of the Term, Licensee shall deliver up to Licensor the premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear.

B. No Combustibles. If Licensee brings into the Arena any displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the Village of Hoffman Estates, *i.e.*, all wiring on booths or display fixtures must meet the rules and standards of the Village of Hoffman Estates Fire Department. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flameproofed. Use of combustible material is forbidden.

(1) Licensee understands that approval and permits from the Fire Department must be obtained before bringing into the Arena explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term.

(2) Licensee understands that the fire fighting equipment in the buildings, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.

C. Hazardous Substances. Licensee, its employees and agents, and any exhibitors, patrons, invitees or other participants in the Events covered by this Agreement are prohibited from allowing any hazardous substance to be brought into the Arena or surrounding property. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substances that occurs as a result of Licensee's use of the Arena or entry on the surrounding property, Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee agrees to indemnify Licensor and the Indemnities against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the cleanup, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Arena or entry onto the surrounding property. Licensee's obligations under this paragraph survive termination or expiration of this Agreement.

D. No Vehicles or Live Animals. No gasoline motor driven vehicles will be permitted to enter into the building, and no live animals will be permitted to enter or remain in the Arena (other than a properly and safely muzzled "seeing eye" dog accompanying a blind person), except at Licensor's discretion.

E. Duty of Care. Licensee shall use the Arena in a safe and careful manner.

F. Licensor Access.

(1) Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.

(2) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event scheduled hereunder. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual identification which shall be approved by Licensor prior to the commencement of the Term.

G. Licensor Control. In licensing the use of the Arena to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Arena shall be final.

H. Entrances, Etc. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

I. Disorderly Persons. Licensor reserves the right at all times to control any and all employees, agents and contractors of Licensee, and Licensee hereby appoints Licensor, or any servant, employee or agent of Licensor, Licensee's agent to refuse admission to or to cause to be removed from the Arena any disorderly or undesirable person, including Licensee's employees, agents and contractors, as determined by Licensor in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensor and the Indemnitees on account thereof. If the Event is cancelled by Licensor, in its sole discretion, as a result of the disorderly conduct of the artist, participant, performer or other person appearing at the Event, or for any of such party's refusal to perform (except in cases where the immediate safety of such parties is concerned), Licensee shall be in breach of this Agreement**.** Licensee shall be solely responsible to Licensor for the (i) conduct and activities of artists, participants, performers or exhibitors participating in the Event which, for purposes of this Agreement, shall be deemed to be the conduct and activities of Licensee, and (ii) for any and all Claims or Costs arising as a result of any such conduct or activity or refusal to perform (except in cases where the immediate safety of such parties is concerned).

J. No Solicitations. No collections, solicitations, raffles or lotteries, whether for charity or otherwise, shall be made, attempted, authorized, conducted or announced, as applicable, by Licensee at or around the Arena without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion.

K. Safety Precautions. Licensee acknowledges and agrees that Licensor shall have the power to extinguish all utilities and order the evacuation of all or any portion of the Arena, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in its sole judgment, danger is imminent or dangerous circumstances have already occurred and such action is necessary to secure the safety and welfare of persons or property. In such event, Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs related thereto, irrespective of whether such Claims or Costs arise out of the negligence (whether ordinary or gross) of Licensor or the Indemnitees.

L. Assurance of Compliance. Not less than seven (7) days prior to the Event Date, Licensee shall submit to Licensor satisfactory evidence that all of the arrangements made and contemplated for the Event and called for in this Agreement (unless greater or lesser notice is specifically required by any of the provisions of this Agreement) have been accomplished or provided for as required herein, including the Licensee's financial ability to pay for the Event Costs as described herein. No approval or acceptance by Licensor of any such arrangements, whether pursuant to this Section or any other provision herein, shall in any way constitute an opinion, representation or warranty of or by Licensor with respect to the quality, design, safety or fitness or any particular purpose of any aspect of such arrangements; nor shall any acceptance or approval constitute a waiver of, or diminish, the obligations of Licensee set forth in this Agreement and Licensor’s right to insist on strict performance thereof.

15. Loss of Use of Arena; Force Majeure.

A. Casualty Loss or Force Majeure Affecting the Arena or Licensor. Should the Arena or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by Licensor impracticable, this Agreement shall cease and terminate and Licensor shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, Licensor shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Licensor in connection with the Event (for which Licensee shall remain liable). Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs on account of such termination; irrespective of whether such Claims or Costs arise out of the negligence (whether ordinary or gross) of Licensor or the Indemnitees.

B. Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Licensed Premises or present the Event due to an Event of Force Majeure, without limiting the terms of Section 17.A above, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments with the exception of the Deposit, which is nonrefundable.

C. Definition of Event of Force Majeure. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party

claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term (if any).

D. COVID-19 Mitigation Measures and Restrictions. Should the State of Illinois, Cook County, Village of Hoffman Estates or Federal Government increase or alter the COVID-19 mitigation measures or restrictions during or prior to the Term of this Agreement Licensor and Licensee retain the unilateral right to terminate this Agreement without penalty. In the event of termination, Licensor will apply any deposits paid by Licensee to the following year's Event less any expenses incurred directly related to Licensee's.

16. Miscellaneous.

A. Entire Agreement. This Agreement (including any and all exhibits hereto) reflects the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties hereto. No representation, inducements or agreements, oral or otherwise, between the parties not contained, expressly incorporated or embodied herein shall be of any force and affect. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits, the terms of this Agreement shall govern. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto.

B. Notices. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iv) delivered by duly recognized air courier service to the following addresses:

Licensee: Community School District 128
708 W. Park Ave.
Libertyville, IL 60048
Attn: Daniel Stanley
Email: Daniel.stanley@d128.org

Licensor: The Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169

Attn: Arena Contract Administrator
Fax: 847-781-2623

With Copy to:

NOW Arena
5333 Prairie Stone Parkway
Hoffman Estates, Illinois 60192
Attn: Ben Gibbs, General Manager
Email: ben.gibbs@searscentre.com

C. Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Arena be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Any attempt by Licensee to assign this Agreement or sublicense its right to use the Arena without the prior written consent of Licensor shall be null and void and shall constitute a Default by Licensee under this Agreement. In the event that Licensor permits such an assignment or sublicense, Licensee shall cause the assignee or sublicensee to enter into an agreement, acceptable to Licensor, whereby such assignee or sublicensee agrees to abide by all the terms, obligations and conditions of this Agreement. The term "assignment" or "sublicense" as used in this Agreement shall include any and all transfers of Licensee's interest in this Agreement, whether voluntary or involuntary. Licensor may assign this Agreement at any time and without the prior consent of Licensee, to any party including, without limitation, any operator, or successor owner of the Arena.

D. No Agency. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Licensee or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of Licensor.

E. Attorneys Fees. In case any suit or action is instituted by Licensor to enforce compliance with this Agreement, including all appeals, Licensor shall be entitled to recover reasonable attorney fees and expenses from Licensee, in addition to the costs and disbursements provided by statute.

F. Governing Law and Choice of Forum. This Agreement is entered into in the State of Illinois and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the federal or state courts located in Cook County, and the parties hereby submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.

G. Waivers. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

H. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

I. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

J. No Third Party Beneficiaries. Any agreement to pay an amount and any assumption of liability herein contained, expressed or implied, shall be only for the benefit of the undersigned parties and their respective successors and permitted assigns (as herein expressly permitted), and such agreements and assumptions shall not inure to the benefit of the obligee or any other party whomsoever (except for the Indemnitees), it being the intention of the undersigned that (except with respect to the Indemnitees), no other party shall be or be deemed to be a third party beneficiary of this Agreement.

K. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

L. Power and Authority. Licensee represents and warrants to Licensor that it has the full right, power and authority to enter into and perform this Agreement, and that the person whose signature appears below is duly authorized to execute and deliver this Agreement on behalf of Licensee.

M. Withholding. Licensee acknowledges that, in the event Licensor believes, in its sole discretion, that any of the artist(s) or performer(s) that are the subject of the Event may be "non-resident aliens" (as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code ("IRC")), then Licensor shall have the right, notwithstanding any provision of this Agreement to the contrary, to withhold up to thirty percent (30%) of any amounts owed by Licensor to Licensee hereunder, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, Licensor shall not withhold any amounts in the event either (i) Licensee provides to Licensor prior to the Event a written certification, in a form acceptable to Licensor in its sole discretion, that there are no "non-resident aliens" (as defined under the IRC) performing at the Event, and Licensor has no reasonable basis to believe otherwise, or (ii) such artist(s) or performer(s) have, prior to the Event, entered into a Central Withholding Agreement ("CWA") with the IRS and a withholding agent, and Licensor has been provided with a copy of the CWA prior to the Event.

N. Agent of Licensor. Licensee acknowledges that Global Spectrum L.P. is a disclosed agent of the Licensor solely for the purpose of signing this Agreement at the direction

and on behalf of the Licensor and, further, that Global Spectrum L.P. is not responsible or obligated for or guaranteeing any performance or payments pursuant to this Agreement, and Licensee hereby covenants not to sue, releases, and waives any such claims against Global Spectrum, L.P., and its members, managers, officers, directors, agents and employees.

(See Next Page)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Licensee:

LIBERTYVILLE HIGH SCHOOL / D128

By: _____

Name: _____

Title: _____

Licensor:

THE VILLAGE OF HOFFMAN ESTATES

By its agent Global Spectrum L.P.
d/b/a OAKVIEW GROUP

By: _____

Name: BEN GIBBS

Its: GENERAL MANAGER

COMMUNITY HIGH SCHOOL DISTRICT 128

Request to Dispose of Equipment

Date: 10/21/2026
Location: VHHS
Department: Buildings and Grounds
Requestor: Ozzie Suarez
Supervisor: Mark Koopman
Reason for Disposal: Beyond useful life and uneconomical to repair

LIST ITEMS BELOW:

ITEM #	LOCATION (LHS VHHS ADMIN.)	DEPT.	Qty.	Asset Description	Manufacturer	Model #	Serial#	Acquired Date (estimate if not known)	Original Cost of Each Item (estimate if not known)	Disposal Date	Disposal Method - S = Sell SC = Scrap D = Donate
1	VHHS	B&G	1	Walk-behind floor scrubber	Tennant	T5	T5-1039965	2006	?		SC
1	VHHS	B&G	1	Walk-behind floor scrubber	Tennant	MT5	T5-10305051	2007	?		SC

ILLINOIS STATE BOARD OF EDUCATION

Original: x
Amended:

School Business Services Department
217-785-8779

CERTIFICATE OF TAX LEVY

A copy of this Certificate of Tax Levy shall be filed with the county clerk of each county in which the school district is located on or before the last Tuesday of December.

District Name	District Number	County
Community High School District 128	34-049-1280-16	Lake

Amount of Levy

Educational	$ 74,700,000	**Fire Prevention & Safety** *	$
Operations & Maintenance	$ 13,000,000	**Tort Immunity**	$ 560,000
Transportation	$ 5,600,000	**Special Education**	$ 10,000,000
Working Cash	$ 200,000	**Leasing**	$ 200,000
Municipal Retirement	$ 700,000	**Other**	$ 95,206
Social Security	$ 1,400,000	**Other**	$
		Total Levy	$ 106,455,206

* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

See explanation on reverse side.
Note: Any district proposing to adopt a levy must comply with the provisions set forth in the Truth in Taxation Law.

We hereby certify that we require:

the sum of 74,700,000 dollars to be levied as a special tax for educational purposes; and
the sum of 13,000,000 dollars to be levied as a special tax for operations and maintenance purposes; and
the sum of 5,600,000 dollars to be levied as a special tax for transportation purposes; and
the sum of 200,000 dollars to be levied as a special tax for a working cash fund; and
the sum of 700,000 dollars to be levied as a special tax for municipal retirement purposes; and
the sum of 1,400,000 dollars to be levied as a special tax for social security purposes; and
the sum of 0 dollars to be levied as a special tax for fire prevention, safety, energy conservation, disabled accessibility, school security and specified repair purposes; and
the sum of 560,000 dollars to be levied as a special tax for tort immunity purposes; and
the sum of 10,000,000 dollars to be levied as a special tax for special education purposes; and
the sum of 200,000 dollars to be levied as a special tax for leasing of educational facilities or computer technology or both, and temporary relocation expense purposes; and
the sum of 95,206 dollars to be levied as a special tax for SEDOL IMRF ; and
the sum of 0 dollars to be levied as a special tax for _____
on the taxable property of our school district for the year 2026 .

Signed this 30th day of November 20 26 . _____
(President)

_____
(Clerk or Secretary of the School Board of Said School District)

When any school is authorized to issue bonds, the school board shall file a certified copy of the resolution in the office of the county clerk of each county in which the district is situated to provide for the issuance of the bonds and to levy a tax to pay for them. The county clerk shall extend the tax for bonds and interest as set forth in the certified copy of the resolution, each year during the life of the bond issue. Therefore to avoid a possible duplication of tax levies, the school board should not include a levy for bonds and interest in the district's annual tax levy.

Number of bond issues of said school district that have not been paid in full 0 .

(Detach and Return to School District)

This is to certify that the Certificate of Tax Levy for School District No. _____, _____ County, Illinois, on the equalized assessed value of all taxable property of said school district for the year _____, was filed in the office of the County Clerk of this County on _____.

In addition to an extension of taxes authorized by levies made by the Board of Education (Directors), an additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total levy, as provided in the original resolution(s), for said purposes for the year _____, is $ _____

_____
(Signature of County Clerk)

_____ _____
(Date) *(County)*

RESOLUTION TO ADOPT TAX LEVY FOR 2026

The Board of Education of Community High School District No. 128, County of Lake, State of Illinois has ascertained and determined and we hereby certify that we require:

the sum of 74,700,000 dollars to be levied as a special tax for educational purposes; and
the sum of 13,000,000 dollars to be levied as a special tax for operations and maintenance purposes; and
the sum of 5,600,000 dollars to be levied as a special tax for transportation purposes; and
the sum of 200,000 dollars to be levied as a special tax for a working cash fund; and
the sum of 700,000 dollars to be levied as a special tax for municipal retirement purposes; and
the sum of 1,400,000 dollars to be levied as a special tax for social security purposes; and
the sum of 560,000 dollars to be levied as a special tax for tort immunity purposes; and
the sum of 10,000,000 dollars to be levied as a special tax for special education purposes; and
the sum of 200,000 dollars to be levied as a special tax for leasing of educational facilities or computer technology or both, and temporary relocation expense purposes; and
the sum of 95,206 dollars to be levied as a special tax for Special Education District of Lake County municipal retirement purposes
on the taxable property of our school district for the year 2026.

THEREFORE, BE IT RESOLVED that such amounts shall be certified and returned to the County Clerk of Lake County on or before the last Tuesday in December, 2026; that the President and Secretary of this Board certify the tax levy in the form and manner as prescribed and stated on the attached Certificate of Tax Levy.

WE FURTHER CERTIFY that this is a true and correct copy as approved by the Board of Education, Community High School District No. 128, County of Lake, State of Illinois at a duly held meeting on November 30, 2026.

Signed this 30th day of November, 2026, A.D.

APPROVED . . . . . _____
President, Board of Education,
Community High School District No. 128,
Lake County, Illinois

ATTEST:

_____
Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATION OF RESOLUTION

I, the undersigned, DO HEREBY CERTIFY that I am the duly qualified and acting Secretary of the Board of Education (the "School Board") of Community High School District No. 128, Lake County, Illinois (the "District"), and that as such official I am the keeper of the records and files of the School Board.

I DO FURTHER CERTIFY that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the School Board held on the 30th day of November, 2026 insofar as the same relates to adoption of a resolution entitled:

RESOLUTION TO ADOPT TAX LEVY FOR 2026

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I DO FURTHER CERTIFY that the deliberations of the School Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the *Open Meetings Act* of the State of Illinois, as amended, the *School Code* of the State of Illinois, as amended and that the School Board has complied with all of the provisions of said Acts and said Codes and with all of the procedural rules of the School Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this 30th day of November, 2026.

_____
Secretary, Board of Education

STATE OF ILLINOIS }

COUNTY OF LAKE }

TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE

I, the undersigned, do hereby certify that I am the president of the Board of Education of Community High School District No. 128, Lake County, Illinois and as such president I certify that if the levy resolution, a copy of which is attached, provides for a levy that exceeds 105% of the previous year's extension, it was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth In Taxation Law" or, in the alternative, the levy ordinance does not exceed 105% of the previous year's extension.

This certificate applies to the 2026 levy.

In witness whereof I have hereunto affixed my official signature at Vernon Hills, Illinois this 30th day of November, 2026, A.D.

_____

President, Board of Education,
Community High School District No. 128,
Lake County, Illinois

2026 LEVY CALCULATION PAGE

Limiting Rate: (Prior Year Extension x (1+Lesser of 5% or CPI)) / (Total EAV - New Property)

	Original Assumptions
Consumer Price Index	2.70%
Actual Total EAV for 2025	$3,948,389,348
Estimated Existing EAV % change for 2026	6.80%
Estimated Existing EAV Value for 2026	$4,216,879,824
Estimated New Property for 2026	$18,428,982
Estimated Total EAV for 2026	**$4,235,308,806** *Includes New Property*
Estimated Total EAV % change for 2026	**7.27%** *Includes New Property*

Legend
District Assumptions & Data Entry
Calculated Values
Review Needed

Limiting Rate	**2.5030**
Estimated Capped Extension	**$106,010,022.83**

	Prior Year Extension	Statutory Maximum Tax Rate	Individual Fund Estimated Maximum Extension	Weighted Extension Based on Prior Year Extension	Levy Amount $	Levy Increase %	Final Levy Amount
Educational	$73,214,075.56			$75,519,461.34	$74,700,000		$74,700,000.00
Operations & Maintenance	$12,199,970.32	**0.55**	$23,294,198.43	$12,584,126.48	$13,000,000		$13,000,000.00
Transportation	$4,399,966.64			$4,538,514.05	$5,600,000		$5,600,000.00
Working Cash	$99,973.22	**0.05**	$2,117,654.40	$103,121.21	$200,000		$200,000.00
Municipal Retirement	$699,970.47			$722,011.34	$700,000		$700,000.00
Social Security	$1,399,980.42			$1,444,063.40	$1,400,000		$1,400,000.00
Fire Prevention & Safety *	$0.00	**0.00**	$0.00	$0.00	$0		$0.00
Tort Immunity	$559,960.58			$577,592.78	$560,000		$560,000.00
Special Education	$9,999,967.25	**0.04**	$1,694,123.52	$10,314,849.08	$10,000,000		$10,000,000.00
Leasing	$199,985.93	**0.10**	$4,235,308.81	$206,283.14	$200,000		$200,000.00
	$0.00	**0.00**	$0.00	$0.00	$0		$0.00

Capped Extension	**$102,773,850.39**	**$106,010,022.83**	Capped Levy	**$106,360,000.00**	Truth in Taxation: 3.55% / **NO**
			Levy Amount Above Estimated Extension	**$349,977.17**	
SEDOL IMRF Extension	**$30,323.64**	Estimated SEDOL IMRF Levy: $95,206.00 *(Lake County Only, Included in Truth in Taxation Calculation)*	SEDOL IMRF Levy	**$95,206.00**	
Bond & Interest Extension	**$0.00**	Estimated Bond and Interest Levy: $0.00 *(County Clerk Levies Bond & Interest for the District, Verify Records with County Clerk)*	Bond & Int. Levy	**$0.00**	#DIV/0!
Total Extension	**$102,804,174.03**		Total Levy	**$106,455,206.00**	3.55%

School District: CHSD 128 **Most Recent AFR Fiscal Year:** 2025

RCDT: 34-049-1280-16

2.5 Yrs Annual Average Expenditures to Combined Cash Reserve Balance

	Data from District's Annual Financial Reports					
Direct Disbursements / Expenditures	**FY2023**	**FY2024**	**FY2025**	**Total Expenditures**	**Average Annual Expenditures**	**Cash Reserve Balances FY2025**
Educational Fund (10)	81,614,030	82,453,810	86,559,614	250,627,454	83,542,484.67	76,579,916
Operations & Maintenance Fund (20)	9,911,786	9,715,613	12,262,747	31,890,146	10,630,048.67	10,373,395
Transportation Fund (40)	4,768,858	5,047,526	5,479,725	15,296,109	5,098,703.00	1,697,934
Operational Balance - June 2025	96,294,674	97,216,949	104,302,086	297,813,709	99,271,236.33	88,651,245

	Must be < 2.5
Cash Reserve Balance to Expenditures Ratio:	**0.893**
Determination:	**No action needed**

Required by 105 ILCS 5/17-1.10 Illinois General Assembly - Illinois Compiled Statutes (ilga.gov)

Sec. 17-1.10. Operational funds expenditure report and reserve reduction plan.

(a) In the 2024-2025 school year and in each subsequent school year, the school board of any school district that does not receive federal impact aid funding shall calculate the combined, annual average expenditures of its operational funds for the previous 3 fiscal years, as reported in the school district's most recently audited annual financial reports. Operational funds shall include the district's educational, transportation, and operations and maintenance funds. The school board shall annually present a written report covering the annual average expenditures of its operational funds for the previous 3 fiscal years at a board meeting.

(b) With respect to a school district to which subsection (a) applies, if the school district's combined cash reserve balance of its operational funds, as most recently reported by the district pursuant to Section 17-1.3 of this Code, exceeds 2.5 times the annual average expenditures of its operational funds for the previous 3 fiscal years, the school board shall adopt and file with the State Board of Education by December 31 a written operational funds reserve reduction plan to reduce, within 3 years, the district's cash reserve balance of its operational funds to an amount at or below 2.5 times the annual average expenditures of its operational funds for the previous 3 fiscal years. The State Board shall post any operational funds reserve reduction plans received on the State Board's Internet website.

(Source: P.A. 103-394, eff. 7-28-23.)

CHSD 128

Operational Funds Reserve Reduction Plan

District Name
34-049-1280-16
District Number

		ESTIMATED BUDGET FY2026				ESTIMATED BUDGET FY2027				ESTIMATED BUDGET FY2028			
		Educational Fund	Operations & Maintenance Fund	Transportation Fund	Total	Educational Fund	Operations & Maintenance Fund	Transportation Fund	Total	Educational Fund	Operations & Maintenance Fund	Transportation Fund	Total
ESTIMATED BEGINNING CASH RESERVE BALANCE		76,579,916	10,373,395	1,697,934	88,651,245	76,579,916	10,373,395	1,697,934	88,651,245	76,579,916	10,373,395	1,697,934	88,651,245
RECEIPTS/REVENUES	Acct #												
LOCAL SOURCES	1000				0				0				0
FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000				0				0				0
STATE SOURCES	3000				0				0				0
FEDERAL SOURCES	4000				0				0				0
Total Receipts/Revenues		0	0	0	0	0	0	0	0	0	0	0	0
DISBURSEMENTS/EXPENDITURES	Funct #												
INSTRUCTION	1000				0				0				0
SUPPORT SERVICES	2000				0				0				0
COMMUNITY SERVICES	3000				0				0				0
PAYMENTS TO OTHER DISTRICTS & GOVT. UNITS	4000				0				0				0
DEBT SERVICES	5000				0				0				0
Total Disbursements/Expenditures		0	0	0	0	0	0	0	0	0	0	0	0
Excess of Receipts/Revenue Over/(Under) Disbursements/Expenditures		0	0	0	0	0	0	0	0	0	0	0	0
OTHER SOURCES/USES OF FUNDS													
OTHER SOURCES OF FUNDS (7000)					0				0				0
OTHER USES OF FUNDS (8000)					0				0				0
TOTAL OTHER SOURCES/USES OF FUNDS		0	0	0	0	0	0	0	0	0	0	0	0
ESTIMATED ENDING CASH RESERVE BALANCE		76,579,916	10,373,395	1,697,934	88,651,245	76,579,916	10,373,395	1,697,934	88,651,245	76,579,916	10,373,395	1,697,934	88,651,245
									3-Year Average Annual Expenditures	0	0	0	0
										Must be < 2.5			
									Cash Reserve Balance to Expenditures Ratio:	#DIV/0!			
									Determination	#DIV/0!			

Cash Reserve Reduction Plan-Background/Assumptio
Fiscal Year 2026
through Fiscal Year 2028

Please complete the following schedule and include a brief description to identify any areas of the budget that will be impacted from one year to the next.

Background and Narrative of Cash Reserve Reductions:

Answer:

Assumptions Used in the Cash Reserves Reduction Plan:

Answer:

- EBF and Estimated New Tier Funding:

Answer:

- Equal Assessed Valuation and Tax Rates:

Answer:

- Employee Salaries and Benefits:

Answer:

- One-Time Costs:

Answer:

- Ongoing Costs:

Answer:

- Other Assumptions:

Answer:

Resolution

A Resolution Appointing a Representative and Alternate Representative for Community High School District 128 to the Northern Illinois Health Insurance Program ("NIHIP")

WHEREAS, the Northern Illinois Health Insurance Program ("NIHIP") is an intergovernmental self-insurance Cooperative organized under the laws of the State of Illinois in order to provide health and welfare benefits to the employees, dependents and any other covered persons of its Members; and

WHEREAS, **Community High School District 128** is a Member of the NIHIP Cooperative; and

WHEREAS, NIHIP is governed by an Intergovernmental Cooperative Agreement; and

WHEREAS, Article V, Section 5.1 of the Cooperative Contract and By-Laws, requires each District to designate a Representative and Alternate Representative to represent that District's interests on the Cooperative's Board of Directors; and

WHEREAS, NIHIP has determined that a number of its Members have not provided notification of its Members' officially designated Representative and Alternate Representative.

NOW BE IT RESOLVED BY THE BOARD OF EDUCATION OF **Community High School District 128** AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the NIHIP Board of Directors Representative from **Community High School District 128** is and shall be the following individual: **Daniel Stanley.** Said individual is a School Administrator functioning as the Chief School Business Official or in a similar administrative position.

Section 3. That the School District's NIHIP Alternate Representative shall be the following individual: **John Herrin**. Said individual has the same qualifications as the person appointed as Representative in the previous paragraph.

Section 4. That the above-named Representative and Alternate Representative shall continue to serve on behalf of the District as its Representative and Alternate Representative to the NIHIP Board of Directors while said individuals continue to remain in their respective positions with the School District or the School District shall provide formal notification to NIHIP of any change in the School District's designated Representative or Alternate Representative.

Section 5. Effective Date. This Resolution shall be in full force and effect immediately.

Passed by the Board of Education of **Community High School District 128** this **30th** day of November 2026.

X

Board President

X

Board Secretary