# MANAGER REPORT

# DISTRESSED UNIT APPEALS BOARD (DUAB)

August 3, 2021

Prepared by



# Distressed Unit Appeals Board

Manager Report Prepared by Gary Schools Recovery, LLC August 3, 2021

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# **1.0 MANAGER UPDATE**

# **MANAGER'S SUMMARY JUNE 2021**

- Our district is proud to announce that our CTE aviation program had its first student obtain their pilots license this month! We have also applied for the SEAL for the state certification for this program and are anxiously waiting to see if our program is accepted. If we are, we will be the first in the state to have this type of program.
- We are hosting a city-wide registration fair for our parents and students for three days in July. For the registration, we have partnered with many local vendors to provide services for our families. Families will be able to register for school using the new student management system, Skyward, but will also be able to access a barber, dental services, eye exams, obtain school uniforms, get vaccinations and sports physicals, to name a few. We have over 30 local partners coming to our district to provide free services to our students to help them successfully start school in the Fall.
- Our summer school will end July 29th and was very well attended. We had over 1,000 students participate in our extended day summer school programming, which is the largest the district has had in many years. The emphasis of summer school was Math and Reading intervention and remediation the first half of the day and STEM instruction the second part of the day.
- We are continuing our strong partnership with the GAPS (Gary Alumni Pathways to Students) program to enhance programming to our kids. GAPS applied for the accelerated learning grant and received funding. They are using the funding to provide career readiness skills to our students along with extra tutoring after school hours.
- We hosted our second Referendum Ambassador meeting in July. We discussed the first installment of the funds the district received. In addition, the group broke up into sub committees based on their preference sheet. The sub groups worked on discussing suggestions and submitted them to the whole committee for review.

# FREQUENTLY ASKED QUESTIONS (FAQ) FOR JUNE 2021

1. Why doesn't the school call parents when buses are running late? This is the 2nd time my kids have left Banneker school late and I was not notified. School was dismissed at 2p, I was at the bus stop at 2:30. Once 2:48 came I called the school to inquire about the bus. I was informed they had just left the school at 2:40, 40 minutes later. No one called to notify me or anything else. I'm furious and trying to figure out what are you all going to do about this situation? Here it is 3:30 and bus still has not made it to the bus stop. This is so irresponsible and unacceptable for no one to reach out and let us know what is going on.

We are sorry that this has happened on more than one occasion. Please check with your child's school to make sure your contact information is up-to-date. Please also leave a message with the transportation department with the details of the dates and bus number, so they can address it with the bus contractor. (219)881-5426.

2. Is the track open to the public for walking? If so, what are the hours?

We are happy to open the track to the public for walking between dawn and dusk. Currently, the track is closed as we install new football turf. We will post when the track is open and available for use on our social media platforms and website.

3. I am interested in attending public school board meetings. I want to give back to the school system that helped me become a scholar.

Thank you for your interest in giving back! We hope to open volunteer opportunities to the public in the near future. Unfortunately, because of the pandemic, we are limited on the number of attendees who can attend meetings and enter the buildings at this time. We do offer community engagement at J's Breakfast Club, 3669 Broadway in Gary every 2<sup>nd</sup> Monday of the month to hear updates of things happening in the district as well as informing the community of opportunities to give back and get involved. The next one is scheduled for Monday, July 12<sup>th</sup>. You can also subscribe to our monthly newsletter that occasionally highlights opportunities for involvement. If you're interested in subscribing, please send us your email address or submit your information on the homepage of our website at garyschools.org. Thank you for your interest.

4. I want to let you know that I was very disappointed in this way things were handled for the seniors this year. My daughter missed out on senior pictures and now senior group picture because someone did not tell her what time to be there for graduation day. She did go to the 2 practices that they had and no one told her what time to be there.

I'm sorry that your daughter did not hear the information that was provided to her and all the seniors. Our graduates and families were informed of all details regarding graduation for weeks leading into the ceremony. The faculty had a meeting with parents weeks before graduation and seniors were told at every practice leading up to graduation to be at the school by noon the



day of graduation. We will bring your concerns to the faculty so hopefully in the future, no graduating senior are left out. It was challenging for us all this year because of the unforeseen pandemic. We wish your senior well in her future endeavors and thank you for sharing your feedback.

5. I would like to find out how I can get my transcript.

You can submit a request through our online form at garyschools.org.

If you need additional assistance one you've submitted, please reach out to Ms. Johnson at 219-881-5414.

6. I want to sign my son up for summer school. He goes to West Side Leadership Academy.

Please reach out to West Side directly, and they will be able to assist you in this process. (219) 413-9870

7. Do you know how the bus schedule going to be for summer school? I need information. My daughter will be attending summer school and needs to know what the bus will be coming and the bus stop location.

The bus schedule will be specific to your child's school. Please contact your home school for specific instructions. Thanks so much for enrolling your child in Summer School.

# **CURRICULUM REPORT FOR JUNE 2021**

- Our high school students are continuing their participation in summer school. They attend classes from 9:00 – 2:00 Mondays through Fridays.
- The district is implementing Multi-Tiered System of Supports in each building for next year.
   We are creating teams of school staffs to create a plan for helping our students in all areas of need and support.
- Bailly Stem Academy will partner with Project Lead the Way for the 21-22 school year.
   PLTW will be curriculum driver for the school to become STEM certified.
- West Side Leadership Academy will also utilize PLTW to support several new courses next year including Intro to Computer Science, Space and Flight and Computer Science
- Our districts' 8<sup>th</sup> 10<sup>th</sup> grade students will be able to take the PSAT three times over the upcoming school year.
- The district is working to have an Early College cohort for our students. Over the next school year, we will create the model and begin to build the full plan.
- New School hours for next year will be as follows:
- Middle school/High School/CTE hours: 7:15 3:00
- Elementary hours: 8:00 3:45
- PreK hours: 8:30 3:15
- Secondary Orientation will be held on July 30, August 2<sup>nd</sup> and August 3<sup>rd</sup>. Students will find their lockers, meet the schools' administrative teams and staff and receive their schedules.
- We have a fully operating Band and Orchestra! Our band represented the district well in our city's July 4<sup>th</sup> celebration.

## 2.0 STATE ASSESSMENT SCORE OVERVIEW

July 23, 2021

Dear Chairman McAdam and Members of the Distressed Unit Appeal Board,

I'm writing following last week's release of the Indiana Learning Evaluation and Readiness Network (ILEARN) assessment results. The in Gary and across the state are cause for concern, so I wanted to reach out and share how we're taking action.

In releasing the results, the Indiana Department of Education said the "2021 results present a new Indiana baseline" and—given the circumstances in which students took the test—the results should not be compared to 2019 or other past administrations. After all, the test was administered in spring 2021, following a year of interrupted schooling, and the results showed the impact of the pandemic.

In Gary, we are heeding this guidance, but we are not standing pat. We take these results extremely seriously, and we are determined to do everything in our power to support our students and accelerate their learning.

Much work is already underway. We're excited about how students stand to benefit by extending the school day, starting this upcoming school year. Adding one hour to each school day will result in the equivalent of 30 days a year of additional instruction for students. Over their K-12 educational career, students will experience nearly two more years of learning time thanks to the longer school day. This extension will provide more time for academics and related services, including compensating for learning loss from the pandemic, and help address low academic performance that existed prior to the pandemic.

We are working to ensure this additional time is maximally productive. Here a few ways:

- Gary Community School Corporation is implementing new curricula in English language
  arts and beginning the process to do the same in math. This improvement will benefit both
  students and teachers. High-quality curriculum that is aligned to state standards is essential
  to ensure that children receive rigorous and effective instruction.
- GCSC is also offering more Career and Technical Education coursework to students in earlier grades. Hands-on CTE coursework can increase student engagement, expand the number of graduation pathways, and boost graduation rates.
- Teachers and administrators are also receiving exponentially more professional development. Teacher quality is the greatest predictor for student success, and professional development improves teacher quality when it is job-embedded, ongoing, job-specific.
- Last but not least, the district is also investing tens of millions of dollars in rehabilitating our facilities. Environmental quality impacts performance, and we want our facilities to bring out the best in our students and staff.

These improvements, coupled with our recent rise in enrollment for the first time in 10 years and Gary voters' recent passage of our referendum, power my optimism about the road ahead. To be sure, the road ahead is long, and the climb will be steep. These results are humbling, and there is

a great deal of work to do, especially with our academics. But I believe in my bones that GCSC schools are heading in the right direction, and I am committed to doing everything I can to achieve more progress.

Thank you for your support of the Gary Community School Corporation.

Sincerely,

Dr. Paige McNulty Manager, Gary Community School Corporation



# 3.0 CONTRACT APPROVAL

#### **PARAPROFESSIONALS**



#### OFFICE OF THE GCSC DISTRICT MANAGER

900 Gerry Street, Gary, IN 46406 (219) 881-5401

Dr. Paige McNulty, GCSC Manager pmcnulty@garyesck12.in.us

TO: Distressed Unit Appeal Board

FROM: Dr. Paige McNulty

DATE: August 3, 2021

RE: Paraprofessionals Memorandum of Understanding (MOU)

The Gary Community School Corporation (GCSC) has come to an agreement with the Gary AFT Union regarding the payment and hours per workday for new and current paraprofessionals employed by GCSC for the 2021-2022 school year per the following:

- \$15 per hour

- 7 hour work day

The employment of paraprofessionals is vital for GCSC to comply with educational and related services minutes required for students with disabilities under the federal IDEA law and Indiana's Article 7 state special education law. However, due to current starting pay rates of \$8 to \$9 per hour, finding qualified and interested paraprofessionals is very difficult. Currently employed paraprofessionals do make higher rates due to raises over the time they have been with us, several at \$11-\$13 per hour. As of July 23, 2021, there are 18 open paraprofessional positions for special education for the upcoming school year.

Furthermore, the option to utilize paraprofessionals to implement Title I services is limited due to this same issue.

GCSC currently only employs paraprofessionals that are needed for special education or Title I. Approximately 70 individuals will receive this pay increase, and the total increase of cost is approximately \$205,000 annually. The current, total cost for employing paraprofessionals is approximately \$1.12 million, and it will rise to \$1.325 million with this pay increase.

Since the affected individuals are currently federally funded in Title I or this excess cost can be budgeted within the federal IDEA dollars, there will be no impact to the local budget.

As a condition of the increased wages, the Gary AFT Union agreed to all edits requested by the Corporation to the working conditions changes that needed to be made to facilitate improved student outcomes as referenced in the updated job description.

#### MEMORANDUM OF UNDERSTANDING

The Gary Community School Corporation (the "School Corporation") and the Gary AFT Union (hereinafter collectively referred to as the "Parties") are entering into this Memorandum of Understanding as part of their Master Contract Covering Paraprofessionals.

WHEREAS, the Parties have agreed to the following terms applicable to the 2020-2021 school year:

- 1. Paraprofessionals will be paid a rate of Fifteen Dollars (\$15.00) an hour;
- 2. Paraprofessionals will work seven (7) hours per workday; and
- The terms and conditions of employment have been modified as delineated in the agreed upon job description, attached hereto as Exhibit "A" and incorporated by reference herein.

For any and all remaining bargainable terms and conditions of employment, the Parties agree that the Master Contract effective January 1, 2005 through December 31, 2007 controls, to the extent the Contract is not inconsistent with the terms contained herein. This Memorandum of Understanding will expire on at the end of the 2021-2022 school year (on or about May 31, 2022).

So AGREED this 23rd day of July, 2021.

Gary Community School Corporation	Gary AFT
ByEmergency Manager	By: Union President
Ratified by the Union on	

# JOB DESCRIPTION Gary Community School Corporation

Job Title: Paraprofessional

Department: Special Education and Title I

Reports To: Building Principal
FLSA Status: Non-Exempt
Job Status: Full-time, Classified
Funding Source: General Fund

#### PURPOSE STATEMENT

To assist, support, and work closely with teachers, administrators, and other team members in providing educational benefit for students.

#### **ESSENTIAL FUNCTIONS**

The list of duties and responsibilities is illustrative only and is not a comprehensive listing of all the duties and responsibilities performed by this position.

- Works with individual students or small groups of students to reinforce learning of materials or skills initially introduced and outlined by certified staff.
- Assists the certified staff in devising special strategies for reinforcing learning materials and skills based on a sympathetic understanding of individual students, their needs, interests, and abilities.
- Monitor work, corrects papers, and supervises curriculum-based testing and makeup work as assigned by the certified staff.
- Serves as the chief source of information and help to any guest teacher assigned in the absence of the regular certified staff.
- Performs clerical, classroom maintenance, and instructional duties as assigned by the certified staff.
- Alerts the certified staff to any problem or special information about an individual student.
- Assists with classroom management such as organizing instructional materials and providing instructional assistance in a computer laboratory.
- Demonstrates ethical behavior and confidentiality of information about students in school environment and community.
- · Participates in in-service training programs as approved.
- Maintains safe working environment and encourages colleagues to be safety minded in the performance of all school-related duties.
- Assists the students with whom they are assigned in such physical tasks as putting on and taking off outerwear, moving from room to room, diapering when necessary and using the lavatory.
- Accompanies the students to special class areas of music, art, gym, material center and assisting special area teacher.
- Performs simple errands and tasks for students, such as sharpening pencils, carrying lunch trays and the like.



- · Receives students to and from the bus both a.m. and p.m., if necessary.
- Supervises the students on the playground and in the lunchroom.
- Assists with breakfast program,
- · Assists with lunch and recreational activities following lunch.
- · Accompanies students during class changes.
- · Assists with receiving and dismissing students.
- Provides any other additional help assigned by the teacher.
- · Maintains regular attendance and punctuality.
- Assists other personnel as may be required for the purpose of ensuring an efficient and effective working environment.

#### SUPERVISORY RESPONSIBILITIES

Students.

#### **OUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Skill in:

- General understanding and acceptance of behavior modification techniques as a means of working with students with learning and/or emotional problems.
- Using a computer and related software applications.
- · Using modern office equipment.

#### Ability to:

- · Work with students.
- Ability to accept physical, mental and/or behavioral differences in students and high tolerance level for behavior that may be extreme.
- Follow directions and complete tasks.

#### **EDUCATION AND EXPERIENCE**

- · High School Diploma or equivalent
- Completed two years of study at an Institution of higher education; or
- · Obtained an associate's (or higher) degree or
- Paraprofessional Assessment which is the knowledge of and ability to assist in Instructing reading, writing, and mathematics.

#### CERTIFICATION

None.

Ga

Paraprofessional - Page 2



#### PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### Required Testing

- · Drug Test
- · Background/CPS Clearance

Paraprofessional - Page 3



# 4.0 PATH FORWARD



# Quarterly Progress Report - Summer 2021

After wrapping up an historic school year, Gary Community School Corporation's pandemic recovery is underway. GCSC celebrated its graduates and made plans for a larger summer school program and a longer school day for the coming year. Working with families and the community, GCSC is preparing to meet students' academic and social-emotional needs.

## **ACADEMICS**









Despite the pandemic, GCSC students found a way to thrive. Savon, left, received his student pilot license; Cammay, center, won a prestigious Lilly Scholarship, and Parion (Purdue) and Quimari (Indiana State) earned college athletic scholarships.

#### **ENGAGEMENT**



#### Increasing Involvement & Accessibility

- Welcomed all Gary students for the first time to expanded summer school; 1,302 students across K-12 learned through STEM activities, enrichment programs, a 58% increase from last summer
- Held a public finance training and launched the Referendum Ambassadors community group
- Conducted a community survey to get feedback on how best to extend the school day



Summer 2021

www.GarySchools.org/Path-Forward







## **FISCAL**



# Teacher Appreciation Week ends with bonus payments to Gary educators

GCSC teachers received a **stipend** and their **second salary increase** in less than a year thanks to longer school days that will **boost some salaries by \$10,000** 

GCSC announced the five focal areas for the federal funding the district will receive to address learning loss and build back better than before:



- Instruction
- Technology
- 3. Facilities
- 4. Equipment
- Personnel

# **OPERATIONS**



# Responding to Students' and Families' Needs



All GCSC administrators participated in restorative justice training, which is intended to decrease suspensions and increase support for students



GCSC expanded the number of projects for the School Improvement Fund plan, thanks to the infusion of federal funding

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- This is the third quarterly progress report GCSC is releasing since launching the Path Forward, its bold two-year plan for continuing to improve academics, engagement, fiscal matters, and operations in the district, in August 2020.
- The Path Forward is available at GarySchools.org/Path-Forward.
- You can also reach us with any questions or suggestions at info@garycsc.k12.in.us.

Summer 2021

www.GarySchools.org/Path-Forward







# **5.0 SCHOOL IMPROVEMENT FUND UPDATE**

# **CONTROL DOCUMENT**

Droject ID	Droject Description	Budgeted	Droinct Ctatus	Actual Project	Actual Project  Design Charte Fundace To Date Estimated Chart Date Actual Chart Date	Actual Start Date	Estimated Actua	Actual Completion
rioleccin	riolett pestilption	AIIIOGIIIE	rioject status	LAPELISCS IN DAKE	Tarilliated atall pare	Actual state Date	completion pare	2100
1001	New Playground at Beveridge	\$ 151,055.00 Awarded	Awarded	\$ 151,055.00				11/30/20
1002	Architectural Services	\$ 600,000.00	600,000.00 Bid approval	\$ 365,094.32	9/15/20	10/1/20	7/1/25	
1003	Scope of Work Signage	\$ 2,500.00	2,500.00 In progress	\$ 2,463.89	8/1/20	8/15/20	uı	
1004	Westside Academy Locker Painting	\$ 55,000.00	Complete	\$ 55,400.00				9/8/20
1005	Westside Track Renovation		In progress	\$ 158,415.00				
1006	Gary Career Academy Painting	\$ 55,450.00		\$ 55,450.00				12/8/20
1007	Gym Floor Refinishing		Complete	\$ 7,500.00				1/12/21
1008	Career Center/Bethune roofing	\$ 1,507,809.00	In progress	\$ 10,653.96		4/26/21	6/15/21	
1009	District wide painting		in progress	\$ 60,220.10				
1010	West Side Track	\$ 100,000.00 Complete	Complete	\$ 93,080.00	ď.			6/30/21
1011	HVAC Updates	ESSER Reimb.	In progress	\$ 6,161.50	9/1/20		12/31/21	



Fund Revenue (Receipts) Expenditures Balance Fund 1065 Total Receipts 5,457,700.09

Date	A	mount Receipt
	7/1/20	550,000.00
	8/1/20	550,000.00
	9/1/20	264,425.03
	10/1/20	454,808.34
	11/16/20	454,808.34
	12/15/20	454,808.34
	1/15/21	454,808.34
	2/1/21	454,808.34
	3/16/21	454,808.34
	4/1/21	454,808.34
	5/1/21	454,808.34
	6/1/21	454,808.34
	7/1/21	
	8/1/21	
	9/1/21	
	10/1/21	
	11/1/21	
	12/1/21	

Project ID	1001
	New Playground @
Project Description	Beveridge Elem
Budgeted Amount	\$ 151,055.00
Project Status	Awarded
Actual Expenses to Date	151,055.00
Estimated Start Date	9/1/20
Actual Start Date	9/9/10
Estimated Completion Date	5/1/20
Actual Completion Date	11/30/20

		Expenditures Detail		
Invoice No.	Date	Vendor	Description	Amount
	2707 11/30/20	Kids Stuff Playsystems	Project complete	151,055.00

Project ID		1002
Project Description	Archit	ectural Services
<b>Budgeted Amount</b>	\$	600,000.00
Project Status		Bid approval
Actual Expenses to Date	5	365,092.32
Estimated Start Date	4	9/15/20
Actual Start Date		10/1/20
Estimated Completion Date		7/1/25
Actual Completion Date		(787.00

		Expenditures Detail	I I and the same of the same o		
Invoice No.	Date	Vendor	Description	Amount	
2879	12/18/20	MartinRiley	Architectural Services	\$	193,624.11
3074	1/26/21	MartinRiley	Architectural Services	\$	43,322.76
3361	3/9/21	MartinRiley	Architectural Services	\$	58,777.25
3620	4/13/21	MartinRiley	Architectural Services	\$	32,884.89
4390	5/11/21	MartinRiley	Architectural Services	\$	10,110.98
	6/8/21	MartinRiley	Architectural Services	\$	11,161.26
	6/22/21	MartinRiley	Architectural Services	\$	15,211.07

ProjectID 1003 **Project Description** Scope of Work Signage **Budgeted Amount** \$2,500 Project Status In Progress Actual Expenses to Date 2,463.89 **Estimated Start Date** 9/15/20 **Actual Start Date** 8/15/20 **Estimated Completion Date** 9/30/20 **Actual Completion Date** 

		Expenditures Detail			
Invoice No.	Date	Vendor	Description	Amount	
H2001-122167	8/19/20	Home Depot	Wood for signs	\$	735.48
0403-2	8/25/20	Shermin Williams	Paint for signage	\$	381.68
74579	8/27/20	Print Pro	Banners for signs	\$	1,346.73

Project ID 1004 Locker Painting at West Project Description Side Academy

Project Description Side Academy
Budgeted Amount
Project Status Complete
Actual Expenses to Date \$ 55,400.00

Actual Expenses to Date
Estimated Start Date
Actual Start Date
Estimated Completion Date

Actual Completion Date 9/8/20

		Expenditures Detail			
Invoice No.	Date	Vendor	Description	Amount	
			Locker Painting at W	est	
25586	9/8/20	Stans Painting	Side Academy	Ś	55,400.00

repair of sub-structure

5

158,415.00

ProjectID 1005

West Side Leadership Academy Track

In progress

158,415.00

Project Description Renovation

12/18/20

Budgeted Amount
Project Status

2885

Actual Expenses to Date Estimated Start Date Actual Start Date

Estimated Completion Date Actual Completion Date

		Expenditures Det	tail		
Invoice No.	Date	Vendor	Description	Amount	
			Demo of existing tra	ack.	

Reith-Riley Construction and repaving

Project ID 1006
Project Description Gary Career Center
Budgeted Amount
Project Status Complete
Actual Expenses to Date \$ 55,450.00

Estimated Start Date
Actual Start Date

Estimated Completion Date Actual Completion Date

12/8/20

		Expenditures Detail			
Invoice No.	Date	Vendor	Description	Amount	
			Painting of Gary Career		
2803	12/8/20	Pangere Corporation	Center	5	55,450.00

Project ID 1007
Project Description Gym floor Refinishing
Budgeted Amount
Project Status Complete
Actual Expenses to Date \$ 7,500.00
Estimated Start Date
Actual Start Date

Estimated Completion Date

Actual Completion Date 1/12/21

		Expenditures Detail			
Invoice No.	Date	Vendor	Description	Amount	
		Alpha Buiding and	WSLA gym floor		
2931	1/12/21	Maintenance Services	refinishing	\$	5,000.00
		Alpha Buiding and	Glen Park gym floor		
2931	1/12/21	Maintenance Services	refinishing	S	2,500.00

ProjectID 1008 Career Center/Bethune Project Description Roofing **Budgeted Amount** \$1,507,809 **Project Status** In Progress Actual Expenses to Date 10,653.96 **Estimated Start Date** 4/26/21 **Actual Start Date Estimated Completion Date** 6/15/21 **Actual Completion Date** 

		Expenditures Det	ail		
Invoice No.	Date	Vendor	Description	Amount	
3618	4/13/21	Korelis	Career Center	\$	4,043.52
	6/8/21	Korelis	Career Center	\$	3,175.44
	6/22/21	Korelis	Career Center	\$	3,435.00

Project ID
Project Description
Budgeted Amount
Project Status
Actual Expenses to Date
Estimated Start Date
Actual Start Date

Estimated Completion Date Actual Completion Date 1009 District wide painting

\$ 60,220,10

	Expenditures Detail						
Invoice No.	Date	Vendor	Description	Amount			
4390	5/11/21	Sherman Williams	Paint	\$	252.55		
	6/8/21	Sherman Williams	Paint	\$	267.55		
	6/8/21	Stan's	Paint for entry doors	\$	5,600.00		
	6/8/21	Stan's	Paint for bleechers	\$	28,600.00		
	6/8/21	Stan's	Paint for football/outside	\$	25,500.00		

Project ID 1010 West Side High School

Project Description
Budgeted Amount
Project Status
Actual Expenses to Date
Estimated Start Date
Actual Start Date
Estimated Completion Date

**Actual Completion Date** 

93,030.00

Track

# **SCHOOL IMPROVEMENT FUND UPDATE - JUNE 2021**



# THE PATH FORWARD

SCHOOL IMPROVEMENT FUND (IHEA 1065) UPDATE - June 2021

DISTRESSED UNIT APPEALS BOARD (DUAB)

# Prepared by





School Improvement Fund (IHEA 1065) Update



#### SCHOOL IMPROVEMENT FUND OVERVIEW

Indiana House Enrolled Act 1065 allows the Distressed Unit Appeal Board (DUAB) to suspend certain payments to the Common School Fund for Gary Community School Corporation (GCSC) in order to establish a School Improvement Fund and transfer to the School Improvement Fund an amount equal to the payments that are delayed or suspended. Such a School Improvement Fund may be used only for the following purposes: (1) Repair, renovation, or other improvements to school buildings and property being used for educational purposes as of July 1, 2020. (2) Demolition of school buildings or other structures on school property in existence as of July 1, 2020.

All expenditures from a School Improvement Fund must be approved by the DUAB. The opportunity to suspend payments and transfer funds from the Common School Fund into School Improvement Fund begins July 1, 2020 and expires January 1, 2025.

The monthly transfer into the School Improvement Fund would be approximately \$470,000. Over this 54-month timeframe, approximately \$25,380,000 could be deposited into the School Improvement Fund. Money may be expended for the purposes described above as they are received or may grow over time for larger repair and renovation projects as needed.

GCSC has broad facility needs, therefore projects considered are diverse in location, size, and area. Diversification of projects impacts the largest number of students and would have a visual impact in a broad range of areas of the community.

GCSC and MGT staff conducted extensive outreach, asking stakeholders to consider a number of detailed repair and renovation projects. Stakeholders included students, parents, teachers, administrators, Advisory Board members, City leaders, Legislative delegates, Gary pastors, the Urban League, the Chamber of Commerce, the Housing Authority, the Gary Education Foundation, and the Legacy Foundation. An invitation for input through a web and telephone portal was also made available to members of the public.

Based upon responses from stakeholders and the community a four-year plan has been established to address major facility systems as well as aesthetical considerations. The plan is divided into 8 phases, with facility systems with the highest need designated in the earliest phases of this plan; lower need projects that do not impact instruction are in later phases of the plan.

Each phase of this plan reflects both the major facility systems as well as security and beautification details that create quality learning environments.

During each phase, GCSC will work closely with the Gary Mayor's Office to determine which existing, but unused structures should be demolished.

All projects in all phases of the Plan will consider engagement with minority and female-owned businesses in the Gary Community. GCSC will share the scope of all project work with the Gary Chamber of Commerce for distribution to its local membership.

Below is a link to the School Improvement Fund Plan:

The Path Forward
School Improvement Fund Plan

School Improvement Fund (IHEA 1065) Update



#### PHASE I AND PHASE II UPDATES

#### Phase I

 Single boiler locations identified as critical (Critical being defined as high likelihood of failure resulting in loss of instruction). Bethune Early Childhood Center and Gary Middle School have a single boiler to heat the building. These boilers are approximately 60 years old and have deteriorated such that replacement is necessary.

<u>JULY 2020</u> RFP for Architect design was posted July 15<sup>th</sup>. Pre-bid conference was held on July 20<sup>th</sup>. Bids are due August 11<sup>th</sup>. Gary Chamber of Commerce was notified on July 14<sup>th</sup> so they could reach out to appropriate Gary Indiana businesses.

AUGUST 2020 Architect firm has been selected. In process of negotiating contract terms.

SEPTEMBER GCSC has contracted with MartinRiley Architects & Engineers for the architectural design and construction administration. MartinRiley is located at 221 West Baker Street in Fort Wayne IN. MartinRiley has begun initial field work in preparation of first REP

OCTOBER MartinRiley has completed field research and is working on the design and construction drawings.

<u>NOVEMBER</u> Construction drawings are complete and ready for RFP. RFP bid timeline is below:

- December 4th First Legal advertisement
- December 11<sup>th</sup> Second Legal advertisement
- December 15th Pre-bid meeting
- ➢ January 8<sup>th</sup> − Bids due

JANUARY Quotes have been received and scored. The contract for the winning bidder is being finalized now and will be presented to DUAB for approval once agreed upon.

<u>FEBRUARY</u> Contract was approved and has been signed. Equipment has been ordered. Offsite prefab work will begin now. Onsite work will begin at the end of the heating season.

 Roof replacement identified as critical. West Side is critical. This replacement will occur in stages, with critical areas completed in Phase 1, and additional roof areas completed in later phases. For Phase 1 the identified section is above the small gym, at risk during severe weather.

JULY 2020 RFP for Architect design was posted July 15th. Pre-bid conference was held on July 20th. Bids are due August 11th. Gary Chamber of Commerce was notified on July 14th so they could reach out to appropriate Gary Indiana businesses.

AUGUST 2020 Architect firm has been selected. In process of negotiating contract terms.

<u>SEPTEMBER</u> GCSC has contracted with MartinRiley Architects & Engineers for the architectural design and construction administration. MartinRiley is located at 221 West



School Improvement Fund (IHEA 1065) Update



Baker Street in Fort Wayne IN. MartinRiley has begun initial field work in preparation of first RFP.

 $\underline{\text{OCTOBER}} \ \text{MartinRiley has completed the field research and is working on the design and construction drawings}.$ 

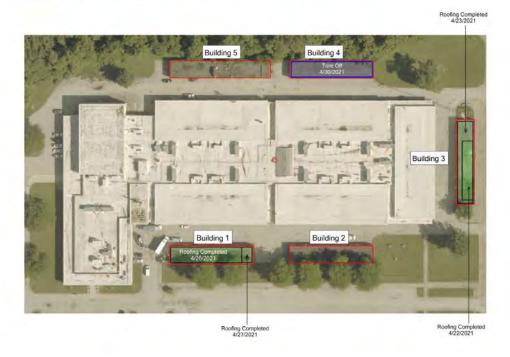
JANUARY RFP is out for bids.

<u>JANUARY</u> Beveridge gym roof was pulled for emergency bid to save the gym floor from complete replacement. Bids have been evaluated and scored. The contract for the winning bid is being finalized now.

<u>FEBRUARY</u> Quotes have been received and scored. The contracts for the winning bidders is being finalized and will be presented to DUAB for approval.

MARCH Contracts have been approved and signed. Pre-construction meetings were held April 7, 2021. Work is scheduled to start in April.

APRIL Roof work has begun on the Garry Career Center, pictures below:



The Path Forward School Improvement Fund (IHEA 1065) Update





The Path Forward School Improvement Fund (IHEA 1065) Update







The Path Forward
School Improvement Fund (IHEA 1065) Update





The Path Forward
School Improvement Fund (IHEA 1065) Update













# The Path Forward School Improvement Fund (IHEA 1065) Update







<u>APRIL</u> The existing decking at Beveridge was rusted to a point of failure in places, resulting in 1543 square feet having to be removed and replaced with new metal. The total increase in cost was \$12,344.



The Path Forward
School Improvement Fund (IHEA 1065) Update









The Path Forward
School Improvement Fund (IHEA 1065) Update





Once the decking was replaced, the roof installation could begin:

The Path Forward
School Improvement Fund (IHEA 1065) Update

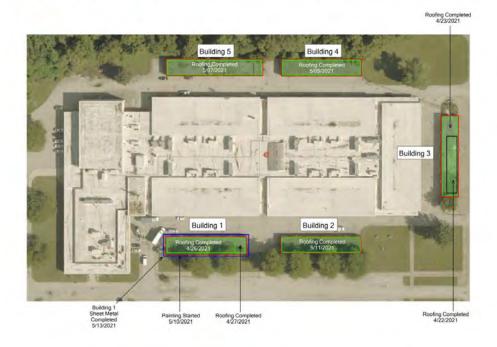




School Improvement Fund (IHEA 1065) Update



#### GACC has progressed on schedule and only the punch list items remain:





The Path Forward
School Improvement Fund (IHEA 1065) Update





School Improvement Fund (IHEA 1065) Update





# Bethune roof work has begun:



The Path Forward
School Improvement Fund (IHEA 1065) Update





School Improvement Fund (IHEA 1065) Update



Roof work at GACC is complete. Roof work at WSLA, Bailey, and Bethune are in progress. (Pictures below)



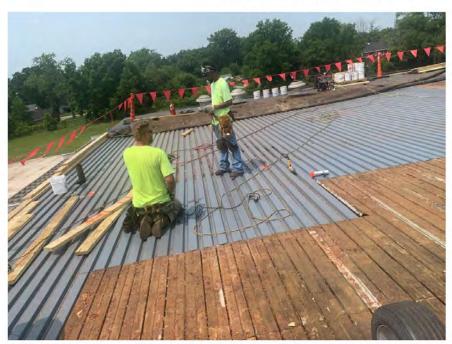


The Path Forward
School Improvement Fund (IHEA 1065) Update





The Path Forward
School Improvement Fund (IHEA 1065) Update





The Path Forward
School Improvement Fund (IHEA 1065) Update





The Path Forward
School Improvement Fund (IHEA 1065) Update





School Improvement Fund (IHEA 1065) Update



Digital access control, rekeying of doors followed by key management program. This line
item will use other funding sources and work will begin prior to July 1, 2020. As a major
school improvement, and one considered by community stakeholders, it is included in this
plan.

November 2020 Work to install Digital access control is nearly complete (90%).

 Paint- This upgrade will also use other funding sources, not just the School Improvement Fund. Phase 1 will focus on WSLA interior (lockers, locker rooms and walls) and GACCJu interior.

<u>JULY 2020</u> Painting at West Side Leadership Academy is in progress. Below is a photo of the newly painted lockers. Additional pictures and videos are posted on the "Path Forward" webpage.



AUGUST 2020 Interior painting has started at Gary Middle School and the Career Academy.

<u>SEPTEMBER</u> Interior painting has been completed at Gary Middle School and the Career Academy. Below is a link to a youtube video of the finished product. In addition to painting, lighting was repaired/replaced resulting in a bright clean appearance.

https://www.youtube.com/watch?v=CFi1-cnGygM

\* Accent graphics at WSLA, including rubber mats with school logo at entry points.

<u>JULY 2020</u> The accent painting is in progress at West Side Leadership Academy. The outside doors have been painted in school colors, as well as areas inside the building. There is a video posted of some of the painting on the "Path Forward" webpage. Below are proofs of the proposed graphics and banners:

School Improvement Fund (IHEA 1065) Update





# The Path Forward School Improvement Fund (IHEA 1065) Update



 Project signage – sign at each building indicating projects underway and completed. Done in collaboration with Graphic Arts program at Gary Area Career Center.

JULY 2020 Below is a proof of the signs to be installed at each school location:



School Improvement Fund (IHEA 1065) Update



AUGUST 2020 Below is the actual installed signage.



#### Phase II

 Single chiller locations identified as critical. Bailly MS: chiller and chiller tower. Gary Middle chiller.

JULY 2020 RFP for Architect design was posted July 15th. Pre-bid conference was held on July 20th. Bids are due August 11th. Gary Chamber of Commerce was notified on July 14th so they could reach out to appropriate Gary Indiana businesses.

AUGUST 2020 Architect firm has been selected. In process of negotiating contract terms.

<u>SEPTEMBER</u> GCSC has contracted with MartinRiley Architects & Engineers for the architectural design and construction administration. MartinRiley is located at 221 West Baker Street in Fort Wayne IN. MartinRiley has begun initial field work in preparation of first RFP.

 ADA improvements: elevator maintenance all schools, chairlift repair/replace at Beveridge, bathroom entrances and stall widths at GMS, water fountain heights.

<u>OCTOBER</u> Elevator inventory complete. All elevators are operational. Chairlift at Beveridge is inoperable.

\* Playground replacement at Beveridge.

JULY 2020 Beveridge playground replacement has been awarded to Kids Stuff Play Systems.



School Improvement Fund (IHEA 1065) Update



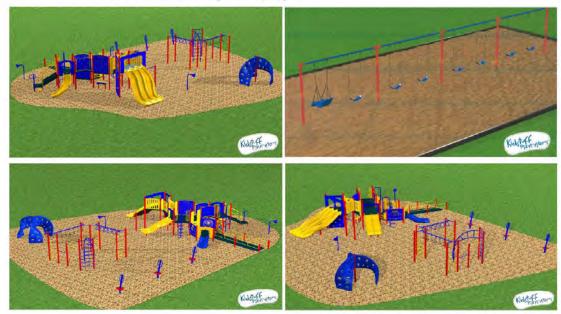
Kids Stuff Play Systems is located at 5400 Miller Avenue in Gary Indiana.

The playground will consist of a combination play system with wheelchair ramp, wall climber, fitness play center, and engineered poured rubber surface. Additionally, there will be a separate swing set with seven belt swings and one full body swing.

Total cost of the playground is \$155,055

Construction scheduled to start in 3 to 5 months due to lead time on equipment manufacturing.

Below are the renderings of the playground:



<u>SEPTEMBER</u> Site walk-through with playground installer has been conducted to verify location and installation needs and requirements.

<u>OCTOBER</u> Installation has begun and is nearly complete. The poured impact surface will be the last piece installed. Outside temperatures may impact timing.

Below are updated pictures of the progress of installation:



The Path Forward
School Improvement Fund (IHEA 1065) Update







School Improvement Fund (IHEA 1065) Update









The Path Forward
School Improvement Fund (IHEA 1065) Update





School Improvement Fund (IHEA 1065) Update



- Pavement repair and striping: in house pending hiring.
- · Painting part 2: interior spaces in both middle school buildings.
- Athletic updates: WSLA Football field, track, tennis courts, press box, locker rooms and concessions.

<u>December 2020</u> WSLA Track has been demolished, sub-structure repaired, and new asphalt track installed. Final sealing, cushioning surface, and stripping will occur spring of 2021 weather permitting.

 Ongoing abatement and demolition of unused property in collaboration with the Gary Mayor's Office.

<u>APRIL</u> Currently seeking professional service proposals to evaluate and identify any possible hazardous substances at Lew Wallace. Report will be incorporated into RFP for demolition.

MAY Hazardous substance review is underway with estimated completion date of 6/11/21.

Hazardous substance report on Lew Wallace has been completed

RFP for demolition of Lew Wallace has been posted

Bathroom extensions to comply with ADA regulations at Gary Middle School.

## **GENERAL UPDATES**

# JULY 2020 Rubric for Awarding 1065 Projects

The rubric below has been established for evaluating and awarding future proposals.
 The rubric gives preference to Gary and WMBE businesses.

Total	Points Possible	100 points
	Cost	35 points
	Experience and references	25 points
	Professional capacity to undertake the scope of work	15 points
	Completion date	10 points
	Business location in Gary Indiana	10 points
	WMBE certified company	5 points

## JULY 2020 Public Transparency

- A school improvement fund webpage has been added to the GCSC website.
   The webpage contains the school improvement fund plan, a brief description of the IHEA 1065 Act, as well as pictures and videos of improvements. A link to the page is below:
- https://www.garycsc.k12.in.us/school-improvement-fund-ihea-1065-updates/
- Updates, videos, and photos are being shared on social media with links to the webpage.



# 6.0 SCHOOL IMPROVEMENT FUND CLAIMS DOCKET

# Cash Ledger by Fund for 06-01-2021 thru 06-30-2021 Note: Includes transactions after the last posted date of 05-31-2021.

Gary Community School Corp

Note:	includes transactions after	the last posted	date of 05-31-2021.

Effective	Budget	Receipt				
Date	Account Code	Check	Description	Receipts	Expenditure	Cash Balance
Fund: 3957	School Improvement Fur	d 1065				
	Previous to 06/01/202	1		5,002,891.75	773,299.95	4,229,591.80
06/08/2021	3957.26200.611.0000	004594	Sherwin Williams Co		267,55	4,229,324.25
06/08/2021	3957.26400.319,0048	004604	Stan's Painting &		5,600,00	4,223,724.25
06/08/2021	3957.26400.319,0048	004598	Stan's Painting &		28,600,00	4,195,124.25
06/08/2021	3957.26400.319.0048	004598	Stan's Painting &		25,500.00	4,169,624.25
06/08/2021	3957.43000.319.0000	004583	Martin Riley		11,161.26	4,158,462.99
06/08/2021	3957.45100.431.0048	004578	Korellis Roofing, Inc.		2,843:39	4,155,619.60
06/08/2021	3957.45100.431.0048	004578	Korellis Roofing, Inc		334 05	4,155,285.55
06/15/2021	3957.05200.000.0000			454,808.34		4,610,093.89
06/22/2021	3957.43000.319.0000	004683	Martin Riley		15,211.07	4,594,882.82
06/22/2021	3957.45100.431.0028	004684	Mechanical Concepts Inc		6.161.50	4,588,721.32
06/22/2021	3957.45100.431.0048	004681	Korellis Roofing, Inc.		3,435.00	4,585,286.32
06/22/2021	3957.45100.450.0048	004669	Current Surfaces, Inc.		93,080.00	4,492,206.32
Date Span T	otals			454,808.34	192,193.82	
Fund: 3957	School Improvement Fur	d 1065		5,457,700.09	965,493.77	4,492,206.32

Financial System

07/15/2021 04:02 PM by nwolverton

Page 1



# Cash Ledger by Fund for 06-01-2021 thru 06-30-2021

Note: Includes transactions after the last posted date of 05-31-2021.

Gary Community School Corp

Effective Date Budget Account Code Receipt/

Check Description

Receipts

Expenditure

Cash Balance

Grand Totals

5,457,700.09

965,493,77

4 492,206 32

Financial System

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Page 2



# 7.0 BROKER RFQ



# **Gary Community School Corporation**

Strong. Resilient. Built for Education. 900 Gerry Street • Gary, IN 46406 • (219) 881-5536

TO: Courtney L. Schaafsma, Executive Director DUAB

FROM: Nicole Wolverton, CFO

RE: Broker Services Recommendation

On Monday, June 14, 2021, Gary Community School Corporation received two RFQs (Request for Qualifications) from Haywood and Fleming Associates and Braman Insurance Services for Broker services. The proposals were reviewed and graded by District staff based on a rubric with the seven evaluation criteria listed in the RFQ including: the ability of the firm to service the account based on scope of work and volume of business, the experience of the proposer, length of time in business, experience of the individuals assigned to the account, appropriateness and flexibility of pricing arrangement, references with qualifications, firm's approach to innovative offerings and services, and local preference.

Based on the scored evaluations, it is my recommendation that Braman Insurance Services be awarded Broker on record for the initial contract period of January 1, 2022 to December 31, 2023. The service contract shall be renewed annual for four additional one year terms, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of any one-year term as stated in the RFQ.

We are currently utilizing both Haywood & Fleming Associates and Braman Insurance Services for numerous insurance policies and coverage throughout the District. In the beginning of 2021, Braman Insurance Services was able to capture a significant cost savings for the District's property liability and auto insurance. As the District continues to make capital improvements, our hope is that when our renewals go to open market in the Fall of 2021, we will continue to capture additional cost savings based on these structural improvements. Haywood & Fleming Associates provides a variety of coverages including but not limited to Boiler and Machinery, Public Official and Extra-Curricular Treasurer Bonds, Accident and Health for Trades, and Nurses Professional Liability. For future renewals, we would like to have District wide comprehensive policies for all coverage types that are financially beneficial for the District's growing needs.

# **8.0 FINANCIAL TOPICS**

# Gary Community School Corporation Cash Flows Projected for 2021 - Education Fund Revised Date 07/22/21

Cash Flow Year 2021
Fund Name Education

		January		February	March	April	May	Iune	July	August	September	October	November	D	ecember	Annual Totals
Beginning Balance:	\$	4,538,732	\$	3,910,693 \$	3,865,786 \$	3,791,091 \$	3,812,292 \$	3,259,743 \$	3,810,399 \$	2,793,794 \$	2,377,188 \$	1,960,582	1,543,977	\$	1,127,371	\$ 4,538,732
Receipts: Interest on Investments Fees Rentals																* * *
Other		6,496		68,135	112,306	8,619	6,043	78,270	10,000	10,000	10,000	10,000	10,000		10,000	339,869
Basic Grant		2,995,483		2,916,327	2,916,557	3,001,074	3,000,038	3,050,405	2,917,494	2,917,494	2,917,494	2,917,494	2,917,494		2,917,494	35,384,847
Transfer from Debt Service								744,916		4			-		2,728,850	3,473,766
Transfer from Operating Referendum (Te	a	83,333		83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333		83,337	1,000,000
Total Receipts	\$	3,085,312	\$	3,067,795 \$	3,112,196 \$	3,093,026 \$	3,089,414 \$	3,956,924 \$	3,010,827 \$	3,010,827 \$	3,010,827 \$	3,010,827	3,010,827	\$	5,739,681	\$ 40,198,482
Expenditures:																
Salaries Benefits	s	2,237,188 533,315	\$	1,537,717 \$ 675,166	1,651,908 \$ 565,189	1,527,825 \$ 615,528	1,573,201 \$ 545,777	1,827,619 S 608,570	2,300,000 S 650,000	1,800,000 \$ 550,000	1,800,000 S 550,000	1,800,000 550,000	\$ 1,800,000 550,000	\$	650,000	7,043,545
Salaries Benefits Supplies	s	533,315 17,099	\$	675,166 3,847	565,189 8,778	615,528 6,100	545,777 3,398	608,570 5,171	650,000 60,000	550,000 60,000	550,000 60,000	550,000 60,000	550,000 60,000	\$	650,000 60,000	7,043,545 404,394
Salaries Benefits Supplies Services	s	533,315 17,099 21,617	\$	675,166 3,847 3,714	565,189	615,528	545,777	608,570	650,000 60,000 125,000	550,000 60,000 125,000	550,000	550,000 60,000 125,000	550,000	\$	650,000	7,043,545
Salaries Benefits Supplies	\$	533,315 17,099	ş	675,166 3,847	565,189 8,778	615,528 6,100	545,777 3,398	608,570 5,171 33,655	650,000 60,000	550,000 60,000	550,000 60,000 125,000	550,000 60,000	550,000 60,000 125,000	\$	650,000 60,000 125,000	7,043,545 404,394 913,167
Salaries Benefits Supplies Services Capital	S	533,315 17,099 21,617	\$	675,166 3,847 3,714	565,189 8,778 68,725	615,528 6,100 17,403	545,777 3,398 18,053	608,570 5,171 33,655	650,000 60,000 125,000	550,000 60,000 125,000	550,000 60,000 125,000	550,000 60,000 125,000	550,000 60,000 125,000	\$	650,000 60,000 125,000	7,043,545 404,394 913,167 5,457,695
Salaries Benefits Supplies Scrices Capital Transfer to School Improvement Fund	\$	533,315 17,099 21,617 454,808	\$	675,166 3,847 3,714 - 454,808	565,189 8,778 68,725 - 454,808	615,528 6,100 17,403 454,808	545,777 3,398 18,053 - 454,808	608,570 5,171 33,655 454,808	650,000 60,000 125,000 454,808	550,000 50,000 125,000 454,808	550,000 60,000 125,000 454,808	550,000 60,000 125,000 - 454,808	550,000 60,000 125,000 454,808	\$	650,000 60,000 125,000 454,808	7,043,545 404,394 913,167 5,457,699 5,345,493
Salaries Benefits Supplies Services Capital Transfer to School Improvement Fund Transfer to Operations	s	533,315 17,099 21,617 454,808	ş	675,166 3,847 3,714 - 454,808	565,189 8,778 68,725 - 454,808	615,528 6,100 17,403 454,808	545,777 3,398 18,053 - 454,808 468,888	608,570 5,171 33,655 454,808	650,000 60,000 125,000 454,808	550,000 50,000 125,000 454,808	550,000 60,000 125,000 454,808	550,000 60,000 125,000 454,808 437,624	550,000 60,000 125,000 454,808 437,624		650,000 60,000 125,000 - 454,808 437,624	7,043,545 404,394 913,167 5,457,699 5,345,493 1,155,678
Salaries Benefits Supplies Services Capital Transfer to School Improvement Fund Transfer to Operations Transfer for CSL	s	533,315 17,099 21,617 454,808 449,323	s	675,166 3,847 3,714  454,808 437,449	565,189 8,778 68,725 454,808 437,484	615,528 6,100 17,403 454,808 450,161	545,777 3,398 18,053 - 454,808 468,888 577,839	608,570 5,171 33,655 - 454,808 476,444	650,000 60,000 125,000 454,808 437,624	550,000 60,000 125,000 454,808 437,624	550,000 60,000 125,000 454,808 437,624	550,000 60,000 125,000 454,808 437,624	550,000 60,000 125,000 454,808 437,624		650,000 60,000 125,000 - 454,808 437,624 577,839	\$ 22,155,458 7,043,545 404,354 913,167 5,457,699 5,345,493 1,155,678 \$ 42,475,433

Prepared by Nowle Welverson, CFC





				Communit		orporation ebt Service F	and						
			Casifriows	rrojected ii	3( 2021 - 0	ept service i	dila				Revised Date		07/22/21
											Cash Flow Year Fund Name		202 Debt Service
										- 0	Fund Levy* Less Circuit Breaker Net Levy		\$ 14,694,685 (4,652 \$ 14,690,037
	Tanoary P	ebruary	viarti	April -	Tillity	June	July	August	September	October	November	December	Annual Total
Beginning Balance:	\$ 1,150,154 \$	554 \$	204 \$	204 \$	204 \$	31,144 \$	3,252,036 \$	3,252,036 \$	3,252,036 \$	3,252,036	\$ 3,252,036 \$	3,252,036	\$ 1,150,154
Receipts: Property Taxes CVET Excise FIT Other (TAW Interest Refund)					30,946	5,981,308 24,770 152,693 18,513						5,036,220 25,000 150,000 15,000	49,770 302,693
Transfers Total Receipts	\$ : \$	- \$	5	S	30,940 \$	6,177,284 \$	. \$	- \$	- \$		\$ - \$	5,226,220	\$ 11,403,504
Expenditures: Common School Loan Payments					. \$	744,917						745,000	1,489,917
Bonds: GO Judgement Funding Bond, Series 2012 GO Judgement Funding Bond, Series 2015 GO Refunding Bonds, Series 2019	633,550 216,875 299,175					29,625 18,818 299,875						649,625 218,875	
Leases: Property Tax First Mortgage Bond, Series 2012 Property Tax Refunding Bond, Series 2020 Property Tax Refunding Bond, Series 2020B (Payments Start 202	-					688,782 731,000 442,275						688,529 731,000 441,375	1,462,000
Loans/Advances: Transfer to Education-CSL Transfer to Textbook Bond Redemption Principal						- 1						5,747,901	5,747,901
Other:	\$ 1,149,600 \$	350 S	- S	- 4	- \$	1,100 2,956,392 S	. \$		- \$		\$ \$		\$ 11,837,280





# Gary Community School Corporation Cash Flows Projected for 2021 - Operations Fund

Revised Date 07/22/21

Cash Flow Year Fund Name

2021 Operations

Fund Levy\* Less Circuit Breaker

Net Levy

\$ 26,911,219 (22,449,525) \$ 4,461,694

		January	Геогнагу	viaren.	April	May	ánne	July	August	September	tictober	November	December	Annual Total
Beginning Balance:	5	(8,739,587) \$	(9,465,676) \$	(10,099,544) \$	(9.112.364) \$	(9,223,037) \$	(5,227,839) \$	(2,234,915) S	(2,422,291) \$	(2,609,667) \$	(2.797.043) \$	(2,984,419) \$	(3,171.794)	\$ (8,739,587
Receipts:														
Property Taxes			(3.1	25		1.5	2,339,842			3.6		+	1,809,534	4.149,376
CVET		-		*			45,363	+	-	41	-		45,000	90,363
Excise		4.0		*			279,635						250,000	529,635
FTT		-					33,904	*	-	40			30,000	63,904
Supplemental Tax				2		6	308,785			.21	140			308,785
Other		163,546	30,705	19,763	81,147	1,799	54,976	25,000	25,000	25,000	25,000	25,000	25,000	501,936
Sale of Property		3,750	4	200	*					2	301000			
Rental		-	-			-				-			-	
Transfer IN from Referendum				1,800,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	7,200,000
Transfer IN from Education		449,323	437,449	437,484	450,161	468,888	476,444	437,624	437,624	437,624	437,624	437,624	437,624	5,345,493
Roosevelt		112,020	30.0412	407,300	150,151	363,285	3.35743	1011001	101,000	43.5024		101,021	451,024	5,515,155
Audit Adjustment to Fund balance	C.				-	3,954,034			-	- 2			- 0	
Total Receipts	9	612,869 \$	468,154 \$	2,257,247 \$	1,131,308 \$	5,388,006 \$	4,138,949 \$	1.062,624 S	1,062,624 \$	1,062,624 \$	1,062,624 \$	1,062,624 \$	3,197,158	\$ 18,189,492
Expenditures:														4000
Salaries/Wages	8	362,033 \$	239,985 \$	259,128 \$	223,436 S	234,412 \$	220,510 \$	265,000 \$	265,000 \$	265,000 S	265,000 S	265,000 \$	370,000	\$ 3,234,504
Benefits		59,179	59,161	94,655	90,679	144,797	89,633	90,000	90,000	90,000	90,000	90,000	90,000	1,078,104
Services and Charges		487,118	474,164	619,710	592,311	701,453	564,051	575,000	575,000	575,000	575,000	575,000	575,000	6,888,807
Insurance		267,891	62,868	66,933	96,246	62,876	88,194	110,000	110,000	110,000	110,000	110,000	110,000	1,305,008
Supplies		151,094	220,798	225,471	228,309	206,573	173,541	200,000	200,000	200,000	200,000	200,000	200,000	2,405,786
Property			-			30,975		-					-	30,975
Other Misc.		11,641	45,047	4,170	11,000	11,722	10,096	10,000	10,000	10,000	10,000	10,000	10,000	153,676
Transfers Out		-						-	-					100
Total Expenditures	9	1.338,957 S	1.102.022 \$	1.270,067 \$	1.241.981 \$	1,392,809 \$	1,146,025 \$	1,250,000 \$	1,250,000 \$	1,250,000 \$	1,250,000 \$	1,250,000 \$	1,355,000	\$ 15,096,860

Prepared by Nicole Wolveston, CEO





Cash in Fund Balance

\$ (9.463,676) \$ (10,099,544) \$ (9,112,364) \$ (9,223,037) \$ (5,227,839) \$ (2,234,915) \$ (2,422,291) \$ (2,609,667) \$ (2,797,043) \$ (2,984,419) \$ (3,171,794) \$ (1,329,636)

Gary Community School Corporation Cash Flow Fund Projections for 2021 - Referendam Fund	- E	
	Revised Date	07/22/21
	Cash Flow Year	202
	Fund Name	Referendur
	Fund Levy*	12,548,33
	Less Circuit Breaker	(3,264
	Net Levy	\$ 12,545,069

	- 3	January		February	March	April	May	June	July	Aug	ust	Septemb	er	October		November	December	Annual Tota
Beginning Balance:	S	-	5	4,411,667	\$ 4,328,333 \$	2,445,000 \$	1,761,667 S	1,078,333 5	5,698,128	5,0	014,794	4,331	,461	\$ 3,648,128	S	2,964,794	\$ 2,281,461	s -
Receipts:																		
Property Taxes					81		-	5,165,644	10 m				8	1.5		-	4,243,158	9,408,80
CVET					6		-	17,377	100								15,000	32,37
Excise				4.1		1 /4		107,119			-					4	105,000	PACS-7-273
FIT				Q.				12,988						-		-	10,000	
Other				-	×.	4	Y	1,000								-		
Rental		1		2		14			-		4		Š.			19	12	-
Tax Anticipation Warrant		4,495,000																4,495,00
Transfers		26.00		2.0		141			- 4		- 20		5				- 4	2000000
Total Receipts	\$	4,495,000	S	L-T	\$ - \$	- \$	- S	5,303,128 5		\$	30.0	5	9	s -	S	- 1	\$ 4,373,158	\$ 14,171,28
Expenditures:																		
Teacher Increases Transfer to Educa	\$	83,333	S	83,333	\$ 83,333 \$	83,333 \$	83,333 \$	83,333 5	83,333 5	8	83,333	8	,333	\$ 83,333	\$	83,333	\$ 83,333	\$ 1,000,000
P & I on TAW									4		21		500				4,521,195	100 Telephone (100 Te
Transfers Out					1,800,000	600,000	600,000	600,000	600,000	6	000,000	600	,000	600,000		600,000	1,300,000	
Total Expenditures	\$	83,333	\$	83,333	\$ 1,883,333 \$	683,333 \$	683,333 S	683,333	683,333	\$ 6	83,333	68.	,333	\$ 683,333	\$	683,333	\$ 5,904,528	\$ 13,421,19
Total Expenditures	\$	83,333	S	83,333	\$ 1,883,333 \$	683,333 \$	683,333 \$	683,333	683,333	\$ 6	583,333	683	,333	\$ 683,333	\$	683,333	\$ 5,904,528	\$ 1

#### Gary Community School Corporation 2021 Actual vs. Budget Analysis As of June 30, 2021

Education Fund		January		February		March	Q1 Budget	90	April	May	Jime	Q2 Budget	96	YTD Actual	VTD Budget	%
Beginning Balance	- 9	4,538,732	3	3,910,693	3	3,865,772	A 460 000	1500	\$ 3,879,667	\$ 3,812,294	\$ 3,259,744	3 -		10 (01 (02)	76 000 000	-
Total Revenue	_	3,085,312		3,067,781		3,112,196	9,000,000	103%	3,093,026	3,089,414	3,956,924	9,000,000	113%	19,404,653	36,000,000	54%
Expenditures:											and the same of		0000			
Other Expenditures		4,876		2,746		50,179	26,000	222%	2,063	3	240,283	45,185	536%	300,150	104,000	289%
Regular Programs		1,697,488		1,347,750		1,298,818	4,650,457	93%	1,255,161	1,279,493	1,359,732	4,650,457	84%	8,238,442	18,601,827	44%
Special Programs		442,787		368,462		335,414	1,206,044	95%	304,408	314,241	313,162	1,206,044	7.79a	2,078,474	4,824,175	43%
Remediation		105,485		79,193		78,351	217,143	121%	70,589	71,366	68,649	217,143	97%	473,633	868,571	55%
Payment to Other Government		4,299		- 4		2,629	89,250	8%		1,522	(4,705)	89,250	-4%	3,745	357,000	1%
Support Services Student		30,690		23.438		26,617	126,298	64%	33,408	29,222	40,226	126,298	81%	183,601	505,190	36%
Guidance Services		70,575		53,376		52,070	164,838	107%	50,428	50,941	54,331	164,838	94%	331,721	659,352	50%
Health Services		52,164		36,094		44,735	118,550	11296	46,136	46,393	40,512	118,550	112%	266,034	474,260	56%
Speech Path & Audio		20,080		15,566		14,873	49,006	103%	14,786	14,864	15,008	49,006	91%	95,177	196,025	49%
Occupational Therapy		7,509		5,529		5,217	20,773	88%	5,217	5,217	5,217	1,588	986%	33,906	83,090	41%
Special Ed Admin		2,662		6,286		10,411	19,350	100%	8,720	8,428	10,482	19,350	143%	46,989	77,400	61%
Other Support Services Student		28,764		26,952		38,424	143,813	65%	140,883	76,693	89,154	143,813	213%	400,870	575,250	70%
Improve of Instruction		28,522		23,607		22,671	73,176	102%	25,480	18,546	16,282	73,176	82%	135,108	292,705	46%
Executive Administration		283,618		216,386		207,090	671,199	105%	201,422	206,336	209,319	671,199	92%	1,324,171	2,684,797	49%
Comm Service Operation		29,701		15,060		18,510	40,375	157%	21,643	17,164	17,363	40,375	139%	119,441	161,500	74%
Non Programmed Charges		904,131		892,257		892,292	1,169,067	230%	980,055	1,501,535	931,252	1,169,067	292%	6.101,522	4,676,267	130%
Total Expenditures		3,713,351		3,112,702		3,098,301	8,785,337	113%	3,160,399	3,641,964	3,406,267	8,785,337		20,132,984	35,141,349	57%
Ending Balance		3 010 603		3.865 772	. 6	3 879 667			\$ 3,812,204	\$ 3.250.744	\$ 3,810,401					

Operations Fund		January	February	March	Q1 Badget	%	April	May	June	Q2 Budget	96	YTD Actual	YTD Budget	96
Beginning Balance	S	(8,739,585) 5	(9,465,672) S	(10,100,136)	S -		\$ (9,112,959)	\$ (9,223.631)	\$ (5,272,631)	S -		7.15	S .	
Total Revenue		612,869	467.588	2,257,247			1,131,308	5,388,122	4,183,744			14,040,878	5,200,000	270%
Expenditures:			- 40 - 41											
Other Expenditures		54,499	12,052	70,443	-	0%	27,947	14,140	4,945	- 2	096	184,026	ú.	0%
Health Services		1,154	19.00		-	000	(1,154)	100	12	- 60	0%	*	- 4	0%
Other Supp Serv Student		194	58	54		09%	(306)	1.91	(-	100	096			0%
Office of the Superintendent		41,462	29,288	31,118	136,529	75%	23,955	40,549	20,136	136,529	62%	186,508	546,114	59%
Fiscal Services		57,022	50,454	54,064	137,828	117%	50,010	64,045	59,937	137,828	126%	335,532	551,312	86%
Purchases, Warehouse, Distribution		15,049	11,261	5,773	. 19.	09%	872	5,694	964	4.1	0%	39,613	1000	0%
Personnel Services		34,707	23,748	22,017	31,415	256%	20,903	31,770	21,251	31,415	235%	154,426	125,660	148%
Admin Tech Services		88,538	110,572	112,763	203,000	154%	116.379	153,239	79,221	203,000	172%	660,712	812,000	106%
Oper Maint. Plant Services		593,588	714,370	746,391	397,060	517%	757,716	685,550	603,779	397,060	516%	4,101,394	1,588,239	283%
Insurance (Excluding Health)		267,891	62.868	62,868	212,500	185%	62,868	62,868	62,868	212,500	89%	582,230	850,000	93%
Student Transportation		71,984	37,642	61,270	57,648	296%	114,550	317,082	249,253	57,648	1181%	851,781	230,590	394%
Food Service Operation		3,000	3,000	3,000		096	3,000	5,692	5,470	-	00%	23,162		0%
Community Service Operations		3,866	742	1,218	3,375	173%	6,421	74		3,375	190%	.12,247	13,500	116%
Facilities Acquisition		11.246	100	8		096			-		096	11,246		006
Bldg. Construction & Improvements		94,756	45,997	99,061	139,250	172%	58,820	56,493	38,201	139,250	110%	393,328	557,000	096
Total Expenditures		1,338,956	1,102,052	1,270,070	1,318,604	281%	1,241,981	1,437,122	1,146,025	1,318,604	290%	7,536,205	5,274,415	165%
Ending Balance	S	(9,465,672) 5	(10,100,136) \$	(9,112,959)	3.74		\$ (9,223,631)	\$ (5,272,631)	\$ (2,234,912)				200	

Notes: Operations YTD revenue exceeds budget due to Referendum transfers to support need for additional appropriations from 2021 Ops budget reduction by DLGF. In addition, the Operations Fund revenue includes a one time journal entry credit of \$3,954,034.



				ommunity Scl ear Forecast f								
		Actual						Projection				
EDUCATION ADM		2020 4,380		2021 4,465		2022 4,688		2023 4,923		2024 5,169		2025 5,427
Revenue:		a Marina Salar			5.	2000		Salara Salar		C. C. C. C.	3.	Contract 0.3
Beginning Fund Balance	\$	901,638	\$	4,538,732	\$	2,261,780	\$	2,406,533	\$	2,910,992	\$	2,779,57
Basic Grant Transfer from Debt Service-CSL		32,926,793		35,384,847		37,507,938		37,883,017		38,261,847		33,186,76
Other Misc.		3,493,197 1,511,327		3,473,766 1,323,306		5,457,700 1,363,005		5,457,700 1,403,895		5,457,700 1,446,012		5,457,70 1,489,39
Total Estimated Revenue	\$	37,931,317	\$	40,181,919	\$	44,328,643	\$	44,744,612	\$	45,165,559	\$	40,133,85
Expenses:		0.1310.430.41	-	14,545,55		3,3224,6,10		11,7711,452		10,200,000		19,500,00
Transfer to Operations		5,564,687		5,345,493		5,626,191		5,682,453		5,739,277		4,978,01.
Transfer to 1065 Fund		2,728,849		5,457,699		5,457,700		5,457,700		5,457,700		-
Transfer CSL		4		1,155,678		1,100,000		1,100,000		1,100,000		1,100,000
Total Estimated Expenditures Ending Fund Balance	\$	26,000,687 4,538,732	\$	30,500,000 2,261,780	\$	32,000,000 2,406,533	\$	32,000,000 2,910,992	\$	33,000,000 2,779,575	\$	33,000,000
OPERATIONS												
Revenue:												
Beginning Fund Balance	\$	(5,937,401)	\$	(8,739,587)	\$	(1,329,636)	S	(305,124)	\$	733,887	\$	1,141,848
Property Tax Levy		25,829,624		26,911,219		27,882,603		28,914,259		29,984,086		30,883,60
Less: Circuit Breaker Credit		(21,228,544)		(22,449,525)		(23,796,688)		(23,787,670)		(23,424,333)		(24,127,06
Net Tax Levy	\$	4,601,080	\$	4,461,694	\$	4,085,915	\$	5,126,589	\$	6,559,753	\$	6,756,54
Levy with est. 90% Collections	\$	4,278,303	\$	4,015,525	\$	3,677,324	\$	4,613,930	\$	5,903,778	\$	6,080,89
CVET		113,717		90,363		93,074		95,866		98,742		101,70
FIT Excise		98,079		30,000 529,635		30,900		31,827		32,782		33,76. 596,10
Excise Other Misc.		577,925 490,524		50,000		545,524 51,500		561,890 53,045		578,747 54,636		56,27
Supplemental Tax		263,477		308,785		31,300		23,043		34,030		30,27
Sale of Property		537,114		500,765						1.2		2
Audit Adjustment JE to Fund Balance		-		3,954,034		9						
Transfer from Referendum		8		7,900,000		Ç.		-				
Transfer from Education	/	6,062,712		5,628,470		5,626,191		5,682,453		5,739,277	1	4,978,013
Total Estimated Revenue	\$	12,421,852	\$	22,506,812	\$	10,024,512	\$	11,039,011	\$	12,407,962	\$	11,846,760
Total Estimated Expenditures	_	15,224,038	1	15,096,860		9,000,000	-	10,000,000	1	12,000,000		12,000,000
Ending Fund Balance	\$	(8,739,587)	\$	(1,329,636)	\$	(305,124)	S	733,887	\$	1,141,848	\$	988,608
DEBT SERVICE Revenue:												
Beginning Fund Balance	\$	1,053,784	8	1,150,154	\$	952	S	135	2	1,727	\$	2,413
Property Tax Levy	Ψ	12,972,972		14,694,689		15,135,530		15,589,596		16,057,283	w	16,539,00
Less: Circuit Breaker Credit		(3,117)		(4,652)		(4,792)		(4,935)		(5,083)		(5,23)
Net Tax Levy	\$	12,969,855	\$	14,690,037	\$	15,130,738	\$	15,584,660	\$	16,052,200	\$	16,533,76
Levy with est. 75% Collections		9,506,751		11,017,528		11,348,054		11,688,495		12,039,150		12,400,32
Tax Anticipation Warrant		3,471,633				E		-		7 - 3		
CVET		57,311		49,770		51,263		52,801		54,385		56,01
FIT		49,430		33,513		34,518		35,554		36,621		37,71
Excise		291,260		302,693		311,774		321,127		330,761		340,68
Other Misc. Total Estimated Revenue	\$	6,501 13,382,887	S	11,403,504	\$	11,745,609	S	12,097,977	\$	12,460,916	\$	12,834,744
Repayment of TAW	Φ	3,504,637	Ф	11,403,304	Φ	11,743,609	9	12,097,977	•	12,460,916	Ф	12,034,74
Payment on Common School Loans		4,247,829		1,480,117		1,441,257		1,402,397		1,363,536		1,324,678
Transfer to Education for CSL		- 1,217,022		5,457,700		5,457,700		5,457,700		5,457,700		5,457,700
Debt Service Payments		5,534,051		5,614,888		4,847,469		5,236,289		5,638,994		6,053,96
Ending Fund Balance	\$	1,150,154	\$	952	\$	135	\$	1,727	\$	2,413	\$	812
OPERATING REFERENDUM												
Revenue:	\$		5			750,091	•	841,125	•	822,858	Ф	1,104,00
Beginning Fund Balance Property Tax Levy	D		D	12,548,333	\$	12,924,783	D	13,312,526	D	13,711,902	Ф	1,104,00
Less: Circuit Breaker Credit				(3,264)		(3,404)		(3,550)		(3,703)		(3,86)
Levy with est. 75% Collections	\$	- i	\$	9,676,286	\$	9,691,034	\$	9,981,732	\$	10,281,150	\$	10,589,54
TAW				4,495,000		(*	•				-	
Teacher Raises Effective 1/1/21	-	×-		1,000,000		~		-				
Transfer to Operations		8		7,900,000				10 mg				
Other Expenditures	-	19	-	4,521,195		9,600,000		10,000,000		10,000,000		11,000,000
												200 551
Ending Fund Balance	\$		\$	750,091	\$	841,125	\$	822,858	\$	1,104,007	\$	693,555

Note: Basic Grant does include new legislative increases for future fiscal years. The Operations fund budget is able to increase annually due to deficit reduction.



# 9.0 ALPHA CONTRACT



# OFFICE OF THE GCSC DISTRICT MANAGER

900 Gerry Street, Gary, IN 46406 (219) 881-5401

Dr. Paige McNulty, GCSC Manager pmcnulty@garycsc.k12.in.us

TO: Courtney Schaafsma

FROM: Dr. Paige McNulty

DATE: July 22, 2021

RE: Alpha Maintenance Contract Renewal

# Project Executive Summary

Note: All proposals, quotes, RFPs are solicited and evaluated by GCSC staff.

Project Title:	
Item	Notes
Approval Needed	Full DUAB
Timeline	July 1, 2021-June 30, 2022
Terms of Contract	Monthly services will be billed twice per month. Contractor will comply with invoice detail and billing procedures set by GCSC.
Total Cost	Not to exceed \$3,060,850.99.
Cost Savings	N/A.
Fund	Operations
Procurement Procedure	Initial RFP in 2018, three year contract through 2020-2021 school year with two optional renewal years allowed.
Recommended Vendor	Alpha Building Maintenance Services
Denied Vendors	N/A.
Location	District wide
Allowability	Local Operations fund to allow for cleaning services for building maintenance.
Description	Janitorial cleaning service provided to each GCSC building.
Rationale	Professional jamitorial staff is necessary for the maintenance of GCSC property and for the safety and cleanliness of our schools for students and staff.
Audience	Students and Staff



# Alpha Building Maintenance Services

7549 W. 99th Place Unit A Bridgeview, IL 60455 815-485-8800

July 23, 2021

Gary Community School Corporation 900 Gerry St Gary IN 46406

Attn: Nicole Wolverton, Chief Financial Officer

Re: Renewal of Custodial Cleaning Contract

Ms Wolverton,

Please be advised that Alpha Building Maintenance Service will be happy to renew our present contract for the first of a two one year extension(s). The extension beginning from July 1, 2021 through June 30, 2022. The new rate to cover wage and supply increases which will be set at Three million sixty thousand eight hundred fifty dollars and ninety-nine cents (\$3,060,850.99). This reflects a 2% increase.

As always, we appreciate your business.

Wayne Baxtrom,

Sincerely

baxtromwayne@aol.com



## SERVICE AGREEMENT

This contract for Services is made effective as of July 1, 2018, by and between Gary Community School Corporation ("School Corporation") of 9th and Gerry Street, Gary, Indiana and Alpha Building Maintenance Services, Inc. (Contractor) of 15429 W. 139th Street, Homer, Glen, Illinois 60491. Prior to the commencement date of the contract, Contractor shall incorporate in Indiana and provide the Gary Community School Corporation with said information. Previously, Alpha Building Maintenance Services Inc. was registered in Indiana but said registration has since expired.

# PARTIES TO THE CONTRACT

The parties to this contract shall be the Gary Community School Corporation by its Emergency Manager, Dr. Peggy Hinckley, and Alpha Building Maintenance Services, Inc. by its President, Lorraine Grab. All notices under this contract shall be mailed to:

Dr. Peggy Hinckley, Emergency Manager Gary Community School Corporation 1988 Polk Street Gary, Indiana 46407

After August 1, 2018, all notices under this contract for the District shall be mailed by certified mail to:

Dr. Peggy Hinckley, Emergency Manager Gary Community School Corporation 900 Gerry Street Gary, Indiana 46406

All notices to Alpha Building Maintenance Services, Inc. shall be mailed by certified mail to:

Lorraine Grab, President Alpha Building Maintenance Services, Inc. 15429 W. 139<sup>th</sup> Street Homer Glen, Illinois 60491

# CONTRACT DOCUMENTS





The contract documents shall include the following Exhibits which are hereby incorporated by reference and attached to this Contract.

- RFP 18-2 Request for Proposals for Custodial, Maintenance, Building Repair and Ground Services
- Alpha Building Maintenance Services, Inc. response to RFP 18-2 dated marked as Exhibit B.
- 3. Orange QC Exhibit C

# WITNESSETH

WHEREAS, the School Corporation is in need of services for custodial, maintenance, building repair and ground services;

WHEREAS, Alpha Building Maintenance Services, Inc. has provided a proposal in which it can provide the needed services to the School Corporation

WHEREAS, the School Corporation and Contractor have reached an agreement regarding the terms and provisions of a contract whereby the Contractor will provide the services needed by the School Corporation

WHEREAS, the parties hereto desire to reduce their agreement regarding this contract to writing;

NOW THEREFORE, intending that they be legally bound, and in further consideration of the terms and conditions of this Agreement, the parties agree as follows:

# 1. DESCRIPTION OF SERVICES

- a. Beginning July 1, 2018, Contractor will provide to the School Corporation the following services, custodial, maintenance, building repair and ground services (collectively, the "Services"), as addressed tin the School Corporation's RFP 18-2.
- b. Contractor will provide the Services every day of the year except when the School Corporation is closed to all School Corporation staff. The School Corporation's academic school year is governed by the school calendar adopted by the Gary Community School Corporation. Contractor shall provide the Services during the School Hours with a minimum of disruption. Contractor shall also provide Services after the end of the academic school day. Contractor is required to perform daily cleaning Services in those schools designated by the School Corporation. The School Corporation may provide Contractor a calendar and schedule of School Hours for both the regular school year and summer. The School Corporation shall set up procedure for Contractor to provide School Corporation with its cleaning, maintenance, ground service and building repair

schedule to allow the School Corporation to maintain adequate records of when and how often the facilities are cleaned, maintained, repaired and serviced by the Contractor. Contractor shall work collaboratively with the School Corporation to maintain appropriate system to document and review work done by Contractor.

# 2. PRICING TERMS OF CONTRACT

Contractor agrees to provide Services to the School Corporation. The parties seek to enter into this agreement which will cover the Services for the School Corporation for the following years:

Year 1 - School Year 2018-2019 - total: \$2,892,708.45 Option Year 2 - School Year 2019-2020 - total - \$2,943,484.62 Option Year 3 - School Year 2020-2021 - total - \$3,000,834.31

# 3. BILLING

Monthly services will be billed twice per month. Contractor shall bill according to School Corporation standards. Contractor will comply with any invoice detail and billing procedures provided by the School Corporation.

(The amount billed is based on the total annual amount described n paragraph 2 divided by 24 (12 months and 2 payments per month).

# 4. CONTRACT TERM

The term of this contract is for three years with two option years pursuant to the RFP. The School Corporation shall notify Contractor in writing before the end of the school year if it decides to exercise its right to utilize an option year. Contractor shall not change the terms of the option years which were submitted in Contractors response unless said change is agreed to by the parties.

## 5. COSTS

Contractor shall have the sole responsibility for payment of the following:

- a. All wages and salaries, including regular and overtime pay, and to the extent applicable, vacation pay, bereavement pay and legal holiday pay for CONTRACTOR personnel providing Services pursuant to this Agreement.
- b. The costs of social security taxes, State and Federal unemployment insurance premiums, general liability, umbrella insurance, workers' compensation, comprehensive auto liability insurance, fidelity/employee dishonesty insurance, and employment practices liability insurance premiums, and to the extent applicable, medical, life and dental insurance premiums (if any), other applicable fringe benefits, related administrative costs and payroll-based Federal, State and local taxes payable on behalf of CONTRACTOR personnel providing Services



pursuant to this Agreement. CONTRACTOR shall indemnify and hold harmless the School Corporation from any claim for payment of such items relating to wages and/or salaries mandated healthcare paid by CONTRACTOR under this Agreement.

- c. The cost of all cleaning supplies (glass cleaner, disinfectant, polish, etc.,); operational equipment (buffer, brooms, vacuum cleaners, mops, buckets, large cleaning trash cans, etc.); and all labor and supervision. The School Corporation will be responsible for all expendable supplies such as soap, toilet tissue, and paper towels and the installation and replacement of all dispensers. Contractor shall work with School Corporation to make sure School Corporation facility is adequately stocked and notify School Corporation by email if there is a shortage of supplies. Contractor shall work with School Corporation to track usage to make sure each School Corporation facility has adequate supplies and sufficient supplies to cover usage.
- d. The cost of supervision of employees and for performing service requirements and specifications as determined as needed by the School Corporation.
- e. The cost of a personal computer, copier and printer for CONTRACTOR offices at CONTRACTOR's facility. (The School Corporation will not provide office space and office furnishings. The School Corporation will make a reasonable attempt to provide equipment storage space at the School Corporation facility.
- f. The cost of any School Corporation security badges and required uniforms for Contractor personnel.
- g. The cost of manual, forms, training aids, office supplies, e-mail, telephone services, and long-distance telephone calls needed in performing the Services.

  <u>Contractor shall provide information to School Corporation and provide schedule to School Corporation regarding all training.</u>
- h. The cost of Contractor supporting operations management, human resources, accounting, legal, training and development and general administrative functions.



- i. The cost of purchasing and/or leasing required janitorial equipment. (In the event of termination of the Agreement by either party for any reason, the School Corporation is not responsible for payment of cost for all janitorial equipment and computer equipment owned or leased by Contractor used to provide Services.
- j. The cost of any pre-employment testing, back ground checks and/or back ground screening for Contractor personnel as required by the School Corporation policies and procedures and applicable law. Contractor shall adhere to applicable state and federal regulations in screening prospective employees.
- k. All costs identified in RFP 18-2.

## 6. PERSONNEL

- a. TRANSITIONING GCSC EMPLOYEES TO CONTRACTOR CONTRACTOR shall offer employment to the School Corporation's employees who currently provide custodial services to the Gary Community School Corporation if positions are available. Contractor should offer employment opportunities if said current GCSC employees meet the needs of the Contractor to provide services for the School Corporation. Contractor will retain skilled trade employees for at least an additional 6 months to allow the transition of services.
- b. Contractor shall hire and maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance of the Services under this Agreement, but in no event fewer than the full-time equivalents in the staff plan set out in Contractor's response to RFP. In addition, Contractor is expected to provide sufficient back-up personnel in times of staff shortages due to extended illness, emergencies, and inclement weather, to ensure consistent, efficient and satisfactory performance of the Services under this Agreement.
- c. Contractor accepts full responsibility for personal supervision of its employees, and shall provide, at all times, adequate and expert supervisory staff (Supervisors) assigned exclusively to the School Corporation to manage Contractor's employees in providing the Services. Neither the School Corporation nor the School Corporation's representatives shall supervise Contractor's employees, personnel, or agents performing the Services.
- d. All Contractor supervisors shall have a thorough knowledge of cleaning procedures, supplies, and equipment in order to properly train and direct employees to ensure that the School Corporation's cleaning standards are met at



all times. The School Corporation shall communicate with Contractor its cleaning needs, procedures and practices and Contractor shall comply and work collaboratively with the School Corporation to make sure that the School Corporation's facilities and properties are maintained in the best condition possible. The parties shall work together for quality assurance as outlined in paragraph 23 of this agreement.

- e. Contractor agrees to comply with federal and state law to ensure that all of its personnel who have direct contact with students of the School Corporation or to children in a School Corporation program or who have access to the grounds of any School Corporation facility when children are present supply a criminal history records check. Contractor will not assign to this School Corporation any employee whose criminal background check and child protection index check has indicated that individual should not be employed to work around children.
- 7. CONFIDENTIALITY. Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or others, or divulge, disclose, or communicate in any manner, any information that is proprietary to the School Corporation. Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by the School Corporation of these confidentiality obligations which allows Contractor to disclose School Corporation's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality cause will continue to be in effect for all other occurrences.

Upon termination of this Contract, or as requested by the School Corporation, Contractor will return to the School Corporation all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Contract.

# 8. INDEMNIFICATION

Contractor agrees to indemnify and hold School Corporation harmless from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against School Corporation that result from the actor or omissions of Contractor and/or Contractor's employees, agents, or representatives.

## 9. WARRANTY



Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Contractor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor on similar projects and suitable for industry standards.

# 10. DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application of sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

## 11. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

# 12. FORCE MAJEURE

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable

control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

## 13. ENTIRE AGREEMENT

This Contract and its attached exhibits contain the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

# 14. SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforce3able, but that by limiting such provision it would

## 15. AMENDMENT

This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

## 16. GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of Indiana.

## 17. NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered by certified mail, return receipt requested, to the address set forth in the paragraph regarding parties to this contract.

# 18. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

# 19. ATTORNEY FEES TO PREVAILING PARTY

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

# 20. CONSTRUCTION AND INTERPRETATION

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

#### 21. ASSIGNMENT

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

# 22. SAFETY AND SECURITY

- a. Contractor shall provide an aggressive program of accident prevention and safety education, and shall use its best efforts to protect the safety of Contractor's employees and the School Corporation's employees, students, teachers, administrators and visitors. Contractor shall provide ongoing instruction of the use of equipment (powered and non-powered) in the promotion of a safe and accident free environment.
- b. Contractor will ensure that all Contractor personnel are familiar with and trained in industry-standard and government-required procedures and health/safety requirements and Contractor must furnish records of safety training of its employees to the School Corporation no later than August 1 of each year of this Agreement.
- c. Contractor shall provide the School Corporation a listing of all chemicals, accompanied with Material Safety Data Sheets (MSDS), used by Contractor personnel in all the School Corporation's facilities prior to bringing chemicals on site.

# 23. QUALITY ASSURANCE

Contractor shall develop and maintain a quality assurance program to ensure custodial, maintenance, building repair and ground services are performed in accordance with the specification of this Agreement; RFP 18-2 and also the standards developed and set by the School Corporation.

The School Corporation may use guidance from resources available to schools in order to determine the best practices currently utilized to maintain clean and healthy schools.

The resources used by the School Corporation to reiterate standards on the best conditions possible for School Facilities may include incorporating current standards as already outlined and provided by the Environmental Protection Agency: National Institute of Building and Sciences; and also standards and recommendations provided by



the National Center for Education Statistics or other reliable sources deemed relevant and important by the School Corporation.

At the option of the School Corporation, if there are areas of concerns, the School Corporation may create a Document entitled, "Standards for Best Condition Possible", to reiterate its concerns regarding the care and cleaning of School Facilities. In the event that there are concerns regarding the cleaning and care of School Facilities, the School Corporation, via its Buildings and Grounds Supervisor or other designated agent, may send an email addressed to Timothy Taylor, (taylortimothy88@gmail.com; Wayne Baxtrom — baxtromwayne@aol.com with the subject matter line stating: Quality Assurance. The purpose of these emails will be to immediately address any deficiencies noted by the School Corporation. Contractor shall respond to emails regarding Quality Assurance and in its monthly report address any Quality Assurance issues identified by the School Corporation.

Contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. Contractor is expected to conduct several forms of quality assurance monitoring, e.g., random sampling inspections, customer feedback, trend analysis and third-party audits. A formal review of the Quality Assurance program will be conducted at least quarterly. Key metrics will include at a minimum the following: (a) customer satisfaction trend analysis, (b), quality control inspections log trend analysis, and c. custodian training and productivity data.

The parties agree that Contractor shall use Orange QC. The parties have attached information regarding Orange QC to this agreement. (Exhibit C) Contractor agrees that it will fully and successfully utilize Orange QC as part of quality assurance. In the event that Contractor fails to utilize Orange QC or fails to get approval of another quality assurance program so that the School Corporation can monitor the progress made in School Facilities, this can be considered a breach of this contract.

# 24. OPERATIONAL MATTERS

a. Communications. The Contractor must provide a private telephone number to allow the School Corporation, immediate, direct access to Contractor management personnel, and after-hours telephone names and telephone numbers to be used in the case of afterhours emergencies. The Contractor is required to provide one designated emergency phone number that will be manned by the Contractor management personnel or a contracted answering service, and answered at all times 24/7 and shall provide said numbers to the School Corporation. Additionally, the Contractor is required to have access to internet communications and periodically throughout school days check an email address that the Contractor will supply to the School Corporation.



- b. District Operating Policies. Contractor shall conform to and abide by the policies, rules, and regulations of the School Corporation as set out in the present written policies and rules of the School Corporation, as modified by current practice, and such other future regulations as may reasonably be required by the School Corporation.
- c. Monthly Reports. The Contractor shall deliver to the School Corporation written reports of operations on a monthly basis, or more frequently as required by the School Corporation. Said reports shall include matters such as: provision of Services during School Hours and after school hours at each facility and school location, training programs, discipline matters and related documentation, and other items related to the performance of this Agreement.
- d. Right to Inspect: As a condition of this Agreement, the Contractor agrees to allow the School Corporation to inspect the Services at any time, with or without prior notice. Furthermore, if it is deemed necessary by the School Corporation, the School Corporation, may, at its sole option and discretion, supply School Corporation personnel to work directly with the Contractor's management personnel to assist in improvement of the Services to an acceptable level. The cost of such personnel will be deducted from payments due the Contractor. Cost as identified in this paragraph, shall include total compensation paid to personnel which includes but is not limited to: salary, benefits, payroll taxes, insurance, direct materials and supplies if applicable and appropriate administrative burden.)

GARY COMMUNITY SCHOOL CORPORATION

ALPHA BUILDING MAINTENANCE SERVICES, INC.

LORRÁINE GRAB