

**REGULAR BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
June 19, 2018 - 7:00 PM**

**DISTRICT ADMINISTRATIVE CENTER
326 JOLIET STREET
WEST CHICAGO, IL 60185**

A G E N D A

OPENING ACTIVITIES

1. Call to Order
 2. Salute to the Flag
 3. Reading of Mission Statement
"Community High School strives to promote and provide growth experiences in Learning, Leadership and Living."
 4. Roll Call
 5. Additions to the Agenda - (Voice Vote)
-
-

RECOMMENDED MOTION: That the Board of Education approve the addition of the topics shown above to this agenda.

STUDENT RECOGNITION

Katherine Doremus

1. May Student of the Month 8
 - Elizabeth Nava
2. Athletes of the Season: 9
 - Avalon Smith
 - Zenen Cardenas

PUBLIC PARTICIPATION

ADMINISTRATIVE REPORTS AND INFORMATION

1. Superintendent's Report
Doug Domeracki
 - a. FOIA(s) 11
 - b. Discussion of Proposed Union Resolutions 15
2. Director of Building Operations Report
Gordon Cole
3. Director of Business Services Report
David Blatchley
4. Director of Human Resources Report
Cheryl Moore
 - a. Volunteer Recognition

5. Principal's Report Moses Cheng	
a. Student Attendance & Discipline	19
6. Board Vacancy Gary Saake	
7. Committee and Representative Reports	
a. Education	
b. Facilities	
c. Finance - Committee Meeting Minutes June 12, 2018	22
d. Human Resources	
e. Policy	
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g. Other	
1. Discipline Committee	27
8. Future Dates	
a. Regular Board of Education Meeting - July 17, 2018	
b. Regular Board of Education Meeting - August 21, 2018	
9. Open Comment - Board Members Board Members	
10. Future Issues	
CONSENT AGENDA (Roll Call)	
1. Items Removed from Consent Agenda for Separate Action	
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2. Consent Agenda Action for All Items Except Those Listed in 1. Above	
CONSENT AGENDA ITEMS - RECOMMENDED ACTION:	
1. Approval of Minutes	
a. Regular Board of Education Meeting - May 15, 2018	30
b. Closed Session Board of Education Meeting - May 15, 2018 - At Table	
c. Special Board of Education Meeting - June 7, 2018	40
d. Special Board of Education Meeting - June 11, 2018	41
e. Closed Session Board of Education Meeting - June 11, 2018 - At Table	
2. Acceptance of Minutes	
a. Finance Committee Meeting - June 12, 2018	42
3. Approval of Financials	
a. Approve Current Expenditures	44
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c. Treasurer's Report	80
d. Statement of Position/Financial Report	81
e. Statement of Revenue/Expenditures YTD Ending May 31, 2018	82
f. 3-Year Budget/Actual Report	83
g. Grant Reports	85
h. Petty Cash Fund Report	87
i. Student Activity Account Fund Balance	88

- j. New Vendors Monthly Report 91
- k. Quarterly Financial Reports
- l. Referendum Revenue and Expenditure Report 92
 - 1. RECOMMENDED MOTION: That the Board of Education approve the expenditures from May 9, 2018 to June 13, 2018 and accept the financial reports.

OLD BUSINESS:

NEW BUSINESS:

- 1. Personnel Report - (Roll Call) 96
 - The Personnel Report consists of:
 - The employment of 6 certified staff for the 2018/2019 school year
 - The leave of absence of 2 certified staff for the 2018/2019 school year
 - The resignation of 1 administrative staff at the end of the 2017/2018 school year
 - The resignation of 2 non-certified staff at the end of the 2017/2018 school year
 - The resignation of 1 non-certified staff effective 5/21/18
 - The employment of 3 coaches for the 2018/2019 school year
 - The resignation of 4 athletic coaches at the end of the 2017/2018 school year
 - The approval of summer school staff for summer 2018
 - The approval of a change in job duties, employment status, and compensation for 2 employees.
 - The approval of Dr.Domeracki's request to take six (6) days of vacation
 - The annual listing of Administrative positions as required through Board Policy 2002 and listed in Appendix – Policy 2002 for 2018/2019
 - 2. Separation of Employment - (Roll Call)
 - a. RECOMMENDED MOTION: That the Board of Education accept the following resignations:
 - Kevin Bulava - Coordinator/Special Education Division - effective June 4, 2018
 - Andrew Hawthorne - Program Assistant/Alternative Education - effective May 25, 2018
 - Jamie McGriff - Custodian - effective May 21, 2018
 - Daniel Vashinko - Program Assistant/Special Education Division - effective May 25, 2018
 - 3. Architectural Services - (Roll Call) 100
 - DLA architects have been the primary architect for the District. They are currently developing the concept plans for the renovation/addition project. Since the District will be utilizing a construction manager, an updated standard agreement is necessary. AIA B133-2014 delineates the responsibilities between the architect, the construction manager and the District. AIA B101-2007 is the standard agreement between owner and architect. This will be utilized on all projects in which the construction manager is not utilized. These were prepared and modified by the Districts attorney, Dan Boyle.

- a. RECOMMENDED MOTION: That the BOE approve the AIA B133-2014 contract for architectural services in conjunction with a construction manager between DLA Architects, LTD, Itasca, Il and the District. 101
- b. RECOMMENDED MOTION: That the BOE approve the AIA B101-2007 contract for architectural services between DLA Architects, LTD, Itasca, Il and the District. 146
4. Certified Staff Evaluation Plan - (Roll Call) 179
The Evaluation Committee met from December 2017 through May 2018 to review and update the certified staff evaluation plan document. The plan was updated to reflect school code language and requirements. Several sections were simplified and clarified and the student growth requirement was incorporated. There were no substantive changes made however the committee agreed to review the Danielson Framework in detail during 2018-19. The Teachers' Association voted on and approved the changes in May.
- a. RECOMMENDED MOTION: That the Board of Education approve the Certified Staff Evaluation Plan.
5. Confidential Staff Salary Increases - (Roll Call)
The recommendation for the 2018-19 Confidential Staff compensation school year are being recommended for thirteen (13) employees for a total of \$28,162.93.
- a. RECOMMENDED MOTION: That the Board of Education approve salary increases for confidential staff for the 2018-19 school year in the sum of \$28,162.93 for thirteen (13) staff employees: Lynn Boothe, Carole DeRidder, Cheryl Glunt, Diane Masschelin, Heather Novak, Michael Day, Sergio Espinoza, Beth Hunter, Christopher Jensen, Craig La Cour, Lawrence McCarthy Jr., Christine Olsen, and Robert Schmidt.
6. Ratification – West Chicago High School Support Staff Association Contract – (Roll Call) 202
The Board of Education and the West Chicago High School Support Staff Association have reached a tentative agreement on a four year Collective Bargaining Agreement.
- a. MOTION: That the Board of Education adopt the tentative agreement with the West Chicago High School Support Staff Association, effective July 1, 2018 and continuing in effect through June 30, 2022.
7. Driver Education Car Lease - (Roll Call) 234
The lease on the current driver's education vehicle (Ford Focus) expires this month. The driver's education program needs to lease a new vehicle in order to provide behind the wheel training for our students.
- a. RECOMMENDED MOTION: That the Board of Education approve a three year lease of a Ford Focus from Haggerty Ford for \$274.33/month with a 16,500 per year mileage allowance.
8. Chromebooks - (Roll Call) 238
The District went out to bid for new Chromebooks for incoming freshman. CDW was the low bidder. The District's cycle moving forward will be to purchase new Chromebooks for each incoming freshman

class. This year, the District is purchasing a new version of the Chromebook.

a. RECOMMENDED MOTION: That the Board of Education formally approve the quote from CDW for new Chromebooks and licenses in the amount of \$246,375.

9. Illinois Central Student Transportation Contract - (Roll Call) 243

Illinois Central Bus Co is part of the North America Central School Bus Company founded in May of 2004. The District has had a contract with Illinois Central, which is set to expire at the end of the fiscal year. Last month the District went out to bid for student transportation services. Illinois Central was the low bidder.

a. RECOMMENDED MOTION: That the Board of Education formally approve the new contract with Illinois Central Bus Co in the amount of \$605,682 for a three-year contract.

10. SMART Learning Software - (Roll Call) 250

Smart Learning Software combines lesson delivery, assessment, student collaboration and game-based learning software into one ultimate education suite.

a. RECOMMENDED MOTION: That the Board of Education formally approve the SMART Learning Software 3-year subscription in the amount of \$1,606.50.

11. Copier Bid - (Roll Call) 253

Marco Technologies, LLC was one of three bidders that recently responded to our multi-function copier bid. Marco was the low bidder.

a. RECOMMENDED MOTION: That the Board of Education formally approve the four year contract with Marco Technologies, LLC. This new contract, including service and print management, amounts to \$63,190.20 per year.

12. Copier Paper Bid - (Roll Call) 262

Again this year, Districts 25, 33, 34, 94 and SASSED collaborated in a process which generated one paper bid. The bid opening was held at District 33. There were five bidders. The low bid was provided by Murnane for a total of \$25,670.

a. RECOMMENDED MOTION: That the Board of Education accept the bid from Murnane at a cost of \$25,670.

13. Elevator Upgrade - (Roll Call) 263

Otis Elevator Service and Phoenix Systems & Service Inc have been instructed to provide the District with specifications and pricing to retrofit the elevator serving all four floors with a card reader and ensure accessibility.

a. RECOMMENDED MOTION: That the Board of Education formally approve the contracts of Otis Elevator Service for \$18,322.02 and Phoenix Systems & Service Inc for \$10,049 to install card readers on our elevator serving all four floors.

14. Raptor Emergency Management Software - (Roll Call) 270

Raptor Emergency Management Software combines accepted best practices with mobile technology to provide District Administration with a comprehensive solution.

a. RECOMMENDED MOTION: That the Board of Education formally approve the additional Emergency Management Software from Raptor. First year cost is \$3,010

- and the second year cost is \$760.
15. Interest Earnings - (Roll Call) 272
John Izzo, from Hauser Izzo, recommended we adopt the new Interest Earnings Resolution. This is important because all interest earned in each fund during the current fiscal year is hereby designated as interest and not as the principal balance in that fund for the fiscal year beginning July 1, 2018, and is subject to being transferred as interest to the extent permitted by law. John Izzo has provided the district with the resolution and certificate.
a. RECOMMENDED MOTION: That the Board of Education approve the Interest Earnings Resolution and Certificate.
16. Memorandum of Understanding - STARS Summer School Instructor Pay - (Roll Call) 275
Pay for Summer STARS program has been different than agreed upon in the contract for many years (at least 7). We want to document that the District and Association agree this should be different. It is different because the teacher is not working set hours. The students work independently and check in with teacher for help and grading so she is working at different times and hours. The pay is a flat rate based on number of students.
a. RECOMMENDED MOTION: That the Board of Education approve the Memorandum of Understanding - STARS Summer School Instructor Pay.
17. Memorandum of Understanding - Retirement Incentive Creditable Earnings; Overload Assignments - (Roll Call) 277
For staff who intend to retire with the 6% incentive the district will exclude any overloads done from the base salary calculation in the year prior to the first notice year. This is because we cannot guarantee an overload for all 4 years. It reduces the base salary obligation for the district but allows the person to do the overload.
a. RECOMMENDED MOTION: That the Board of Education approve the Memorandum of Understanding - Retirement Incentive Creditable Earnings; Overload Assignments.
18. Memorandum of Understanding - Staff Development Teaching - (Roll Call) 278
Regarding Article 8 section G of the Collective Bargaining Agreement. Teachers have claimed the current language in the contract requires the District to pay an hourly rate for presenting to colleagues during staff development days. This has not been past practice but to clarify we have developed guidelines on what would qualify for the hourly rate.
a. RECOMMENDED MOTION: That the Board of Education approve the Memorandum of Understanding - Staff Development Teaching.
19. Prevailing Wage - (Roll Call) 280
Annually, the State requires districts to pay a wage of no less than the general prevailing hourly rate paid for similar jobs by all public bodies. The law covers nearly all projects under the control of the District regardless of the source of funds.
a. RECOMMENDED MOTION: That the Board of Education adopt the DuPage County Prevailing Wage of September 1, 2017 and approve the Resolution,

Certification and Notice of Adoption.

EXECUTIVE SESSION - only if needed and with the understanding that possible action could be taken on matters discussed in closed session.

RECOMMENDED MOTION TO MOVE TO CLOSED SESSION: That the Board of Education hold a Closed Session at [Time] for the purpose(s) of [1 - 15 below].

1. The appointment, employment, compensation, discipline, performance or dismissal of specific employees.
2. Collective negotiating matters.
3. The selection of a person to fill a public office.
4. Evidence or testimony presented in open hearing, or in closed hearing, where specifically authorized by law, to a quasi-judicative body.
5. The purchase or lease of real property.
6. The setting of a price for sale or lease of property.
7. The sale or purchase of securities, investments, or investment contracts.
8. Emergency security procedures.
9. Student discipline.
10. The placement of individual students in special education programs.
11. Litigation has been filed and is pending before a court or administrative tribunal.
12. Establishment of reserves or settlement of claims as provided by local government and governmental employees Tort Immunity Act.
13. Self-evaluation.
14. Discussion of minutes of meetings lawfully closed under Open Meetings Act (P.A. 88-621, effective 1-1-95).
15. Considering meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America.

RECOMMENDED MOTION TO MOVE TO OPEN SESSION:

That the Board of Education return to Open Session at [Time].

ACTION AFTER RETURN TO OPEN SESSION:

ADJOURNMENT

RECOMMENDED MOTION: That the Board of Education meeting be adjourned at [Time].

*Serving Carol Stream
Warrenville
West Chicago
Wheaton
Winfield*

Douglas P. Domeracki, Ed. D.
Superintendent

David A. Blatchley
Director of Business Services

Gordon H. Cole
Director of Building Operations

Cheryl L. Moore
Director of Human Resources

District Administrative Center

157 W. Washington Street
West Chicago, IL, 60185
Phone: (630) 876-6200
Fax: (630) 876-6217
www.d94.org

Elizabeth Nava Named May Student of the Month

West Chicago Community High School has selected Elizabeth Nava of Winfield as Student of the Month for May 2018. A senior, Elizabeth was selected for academic success, involvement in the community and WCCHS, and embracing what it means to be a Wildcat!

Elizabeth has been on the Honor Roll every semester of her high school career. She has a cumulative weighted GPA of 4.566. Elizabeth is a member of the Foreign Language Honor Society.

Elizabeth has served as a Student Ambassador, and is a member of Compass and Interact clubs. She has volunteered at WCCHS in the Summer Bridge Program, working with incoming freshmen to help them be ready for high school. A student athlete, Elizabeth played soccer for three of her four years of high school.

Outside of school, Elizabeth has volunteered at Gary Elementary School in their after school program, and has volunteered the past two summers in the Summer Program at Currier Elementary School, working with students in 1st through 8th grade. She has even found time to hold a part time job at a local fitness center.

When asked about her favorite high school memory, Elizabeth says, "Being able to go to Spain and host a student! The experience was amazing, and I am happy to have a new sister!"

Elizabeth has this advice for future Wildcats, "Start right away strong! All the hard work you are doing will all pay off. Also, enjoy these four years because they fly by!"

This fall, Elizabeth plans to attend Aurora University to major in Elementary Education.

The Board of Education of Community High School District 94 congratulates Elizabeth on all of her accomplishments and wishes her the best of luck in future endeavors.

*Serving Carol Stream
Warrenville
West Chicago
Wheaton
Winfield*

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Avalon Smith Named Female Athlete of the 2018 Spring Season

Now in its fourth year, the West Chicago Community High School Athlete of the Season recognizes student athletes who have made an outstanding contribution to the school. For the spring 2018 season, Avalon Smith of West Chicago was selected to receive this honor.

A recently graduated senior, Avalon participated in track & field all four years of high school. Named team captain junior and senior years, she also received most valuable player awards, breaking 6 indoor and outdoor school records. She has also participated in cross country. Avalon was named Female Athlete of the Year at WCCHS for the 2017-2018 school year.

In addition to attending WCCHS, Smith attended Technology Center of DuPage for Professional Cooking and Baking, and received A-Team awards and an invitation to the Technology Honor Society. School involvement at WCCHS has included Horticulture Club and serving on the President's Council.

When asked what inspires her as an athlete, Avalon says, "Sydney McLaughlin (an Olympic track athlete) because she has shown that dedication and love for a sport can give kids and young people the passion to do incredible things."

After high school, Avalon plans to attend Nicholls State University in Louisiana to earn a Bachelor of Science degree in Culinary Arts. She wants to become a pastry chef, hoping to one day own her own bakery. She has committed to running track at this Division 1 school.

Avalon has this advice for future athletes, "Participate in athletics for the memories and experiences, not just for the goal of winning. The legacy that you leave behind is more important than immediate personal achievement."

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Warrenville
West Chicago
Wheaton
Winfield*

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Superintendent

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www.d94.org

Zenen Cardenas Named Male Athlete of the 2018 Spring Season

Now in its fourth year, the West Chicago Community High School Athlete of the Season is a way to recognize student athletes who have made an outstanding contribution to the school. For the spring 2018 season, Zenen Cardenas of West Chicago was selected for this honor.

A recently graduated senior, Zenen has participated in track & field all four years of his high school career, cross country for three years, and football senior year. Zenen qualified for state at sectionals, with the 7th best time. At state, he placed 6th overall. He was named WCCHS' Male Athlete of the Year for the 2017-2018 school year.

A scholar-athlete, Zenen has been on High Honor Roll every semester of his high school career. He is an Illinois State Scholar, a National Hispanic Scholar, and a member of the Foreign Language Honor Society. Zenen has earned honors for Voice of Democracy, the Presidents Education Award, the Fermilab Science Award, and was a graduate with Highest Academic Distinction.

When asked what inspires him as an athlete, Zenen says, "God, coaches, parents, competitors, and myself. I want to be the best self I can be. Anything else is wasting potential talent."

After high school, Zenen plans to run track while attending Marion Military Institute in Alabama (a D1 school), in preparation for the United States Air Force Academy.

When asked what advice he would pass on to future WCCHS student athletes, Zenen states, "Trust the process. Growth is guaranteed, but that doesn't mean you'll always get better. There's ups and downs, but if you stay committed, you'll do pretty well."



Cheryl Glunt <cglunt@d94.org>

*Received 5/15/2018
Response Due 5/22/2018*

Fwd: FW: FOIA Request

1 message

Cheryl Moore <cmoore@d94.org>

Tue, May 15, 2018 at 5:27 PM

To: David Blatchley <dblatchley@d94.org>, Cheryl Glunt <cglunt@d94.org>

----- Forwarded message -----

From: **Client Relations** <cr@tovarssnow.com>

Date: Tue, May 15, 2018 at 3:07 PM

Subject: FW: FOIA Request

To: "cmoore@d94.org" <cmoore@d94.org>

**Community High School District 94
ATTN: Ms. Cheryl Moore, FOIA Officer
157 W. Washington Street
West Chicago, IL 60185**

May 15, 2018

Records Requested: Bid results and/or a bid tabulations sheet for your 2017-18, 2016-17 or *most recent* Snow Plowing & Removal Services RFP.

We would like electronic copies emailed to us at cr@tovarssnow.com.

This request is for commercial purposes. We are not requesting a fee waiver.

Respectfully,

Client Relations Team

Tovar Snow Professionals

Phone: 847-695-0080

195 Penny Avenue

East Dundee, IL 60118

--

Cheryl Moore
Director, Human Resources
Community HSD 94

This message and any attachment thereto is for the sole use of the intended recipient(s), and is covered by the Electronic Communications Privacy Act (18 USC 2510 et seq). It may contain information that is confidential and legally privileged within the meaning of applicable law. If you are not the intended recipient, please immediately alert the sender by reply e-mail, permanently remove this message and any attachments thereto from your system, and destroy any hard copies thereof; do not disclose the contents or take any action in reliance upon the information contained in this message or any attachments. If you have any doubt as to the authenticity of this message or any attachment thereto, please contact the sender immediately. Any copying, disclosure, distribution or other action taken or omitted to be taken with respect to an erroneously received or inauthentic message or attachment is prohibited. Communications sent or received by Community High School District 94 may be subject to inspection, copying, and disclosure under the Illinois Freedom of Information Act (FOIA).



Cheryl Glunt <cglunt@d94.org>

Fwd: SmartProcure FOIA Request West Chicago Community High School District No. 94 For PO/Vendor Information

1 message

David Blatchley <dblatchley@d94.org>
To: Cheryl Moore <cmoore@d94.org>, Cheryl Glunt <cglunt@d94.org>

Thu, Jun 14, 2018 at 7:33 AM

The business office will be working on this.

*Received 6/14/2018
Response Due 6/21/2018*

Dave Blatchley
Director of Business Services | CHS D94
630-876-6220

----- Forwarded message -----

From: <schichelli@smartprocure.com>
Date: Thu, Jun 14, 2018 at 4:20 AM
Subject: SmartProcure FOIA Request West Chicago Community High School District No. 94 For PO/Vendor Information
To: <dblatchley@d94.org>

Dear David or Custodian of Public Records,

SmartProcure is submitting a commercial FOIA request to the West Chicago Community High School District No. 94 for any and all purchasing records from 2018-03-12 (yyyy-mm-dd) to current. The request is limited to readily available records without physically copying, scanning or printing paper documents. Any editable electronic document is acceptable.

The specific information requested from your record keeping system is:

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

If you would like to let me know what type of financial software you use, I may have report samples that help to determine how, or if, you are able to respond.

Please email the information or use the following web link. There is no file size limitation:
<http://upload.smartprocure.com/?st=IL&org=WestChicagoCommunityHighSchoolDistrictNo94>

If this request was misrouted, please forward to the correct contact person and reply to this communication with the appropriate contact information.

13

If you have any questions, please feel free to respond to this email or I can be reached at the phone number below in my signature.

Regards,

Stephen Chichelli
Data Acquisition Team Lead
SmartProcure
Phone: 954-420-9900 Ext. 604
Email: schichelli@smartprocure.com
www.smartprocure.com

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**A Joint Resolution
of the
West Chicago High School Support Staff Association
and the
West Chicago High School Teachers' Association**

Whereas in addition to regular, monthly Board of Education meetings, the Community High School District 94 Board of Education has six (6) standing committees and may convene ad hoc committees as necessary, and

Whereas the Community High School District 94 Board of Education holds its regularly scheduled monthly meetings of the full board on the third Tuesday of each month, and

Whereas the Community High School District 94 Board of Education's standing committees have in the recent past been held on an "as needed" basis and on an irregular schedule at various times and days, and

Whereas the Community High School District 94 Board of Education has often provided only the minimum required notice of a special meeting or committee meeting required by law (forty-eight hours), and

Whereas the Community High School District 94 Board of Education's practices related to scheduling, posting and holding committee meetings do not create regular and optimum opportunities for community members and employees to attend and participate in the meetings, and

And whereas the Board of Education of Community High School District 94 has a responsibility to conduct its business at times and places predictable and accessible to the greatest number of its constituents possible,

Therefore, be it resolved that the members of the West Chicago High School Teachers' Association and the members of the West Chicago High School Support Staff Association (the Associations) call upon the Board of Education of Community High School District 94 to schedule all future Board of Education committee meetings between six o'clock p.m. and nine o'clock p.m. on the first Tuesday of each month, and

Be it further resolved that the members of the Associations call upon the Board of Education of Community High School District 94 to post the dates, times and locations of all future Board of Education committees not fewer than seven days prior to the occurrence of the meeting, said postings to be communicated to all employees through district email and to the public through already established means and through inclusion of the posting information in all regularly scheduled electronic communications with employees, parents, and the community, and

Be it finally resolved that the members of the Associations call upon the Community High School District 94 Board of Education to demonstrate its commitment to implementing and maintaining these practices by developing and adopting appropriate Board of Education policy establishing and perpetuating them.

Adopted by a vote of the Membership of the West Chicago High School Support Staff Association and of the West Chicago High School Teachers' Association at a Joint Special Meeting of the two organizations on the twenty-first day of March, 2018.

For the West Chicago High School Support Staff Association:


Blanca Ruiz, President


Debra Crews, Secretary

For the West Chicago High School Teachers' Association:


Bradley K. Larson, President


Mark Begovich, Secretary

**A Joint Resolution
of the
West Chicago High School Support Staff Association
and the
West Chicago High School Teachers' Association**

Whereas State of Illinois law allows for the recording and public availability of all public portions of meetings of governmental bodies, and

Whereas not all community members and interested parties can attend meetings and committee meetings of the Community High School District 94 Board of Education at the times when they are held, and

Whereas Community High School District 94 possesses the equipment and resources necessary to electronically record the public portions of its regular and committee meetings, and

Whereas Community High School District 94 possesses the equipment and resources necessary to make such electronic recordings of its regular and committee meetings available online and possibly through other community resources at little or no cost, and

Whereas the recording public portions of the Community High School District 94 Board of Education's regular and committee meetings and provision of public access to such recordings is consistent with the Board of Education's responsibilities under the Illinois Open Meetings Act (5ILCS 120/) and with establishing greater transparency and community access in the conduct of the business of the Board of Education,

Therefore, be it resolved that the members of the West Chicago High School Teachers' Association and of the West Chicago High School Support Staff Association (the Associations) do hereby call upon the Community High School District 94 Board of Education to, without delay, make arrangements for the digital video recording of all public portions of its regular and committee meetings, and

Be it further resolved that the members of the Associations call upon the Community High School District 94 Board of Education to, without delay, provide the public with access to these recordings through the District 94 website (www.d94.org) and through other means of access or broadcast as may be found available, and

Be it further resolved that the members of the Associations call upon the Community High School District 94 Board of Education, through its regular communications with its constituents using mailed materials, electronic mail communications, and online postings, to regularly and periodically make known to the public the means by which they may view these recordings, and

Be it finally resolved that the members of the Associations call upon the Community High School District 94 Board of Education to demonstrate its commitment to implementing and maintaining these practices by developing and adopting appropriate Board of Education policy establishing and perpetuating them.

Adopted by a vote of the Membership of the West Chicago High School Support Staff Association and of the West Chicago High School Teachers' Association at a Joint Special Meeting of the two organizations on the twenty-first day of March, 2018.

For the West Chicago High School Support Staff Association:

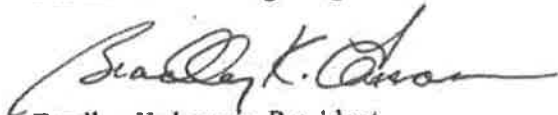


Blanca Ruiz, President

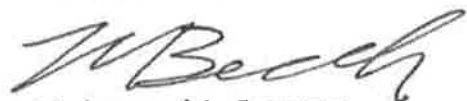


Debra Crews, Secretary

For the West Chicago High School Teachers' Association:



Bradley K. Larson, President



Mark Begovich, Secretary

**WEST CHICAGO COMMUNITY HIGH SCHOOL
DISTRICT 94**

May 31, 2018

MEMORANDUM

TO: Dr. Domeracki

FROM: M. Cheng

RE: **STUDENT ATTENDANCE – MAY/JUNE 2018**

MAY/JUNE	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Average Daily Enrollment:	1930.89	1914.38	1989.17	1967.89	2059.11
Average Daily Attendance:	1840.84	1832.69	1901.75	1851.82	1968.58
Percent Attendance:	95.34	95.73	95.61	94.10	95.69

Students Added 0

Students Dropped 1

Percent Attendance for Previous Months:

February 2018	93.19
March 2018	94.38
April 2018	93.40

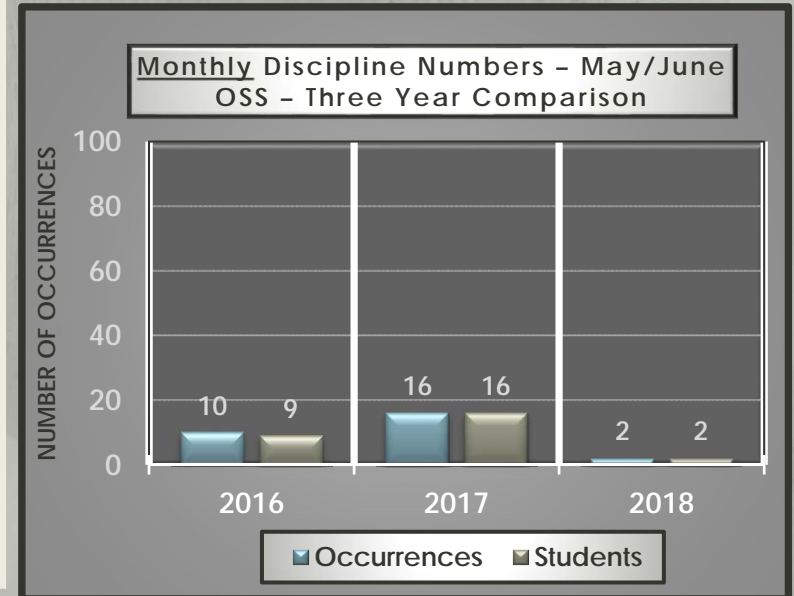
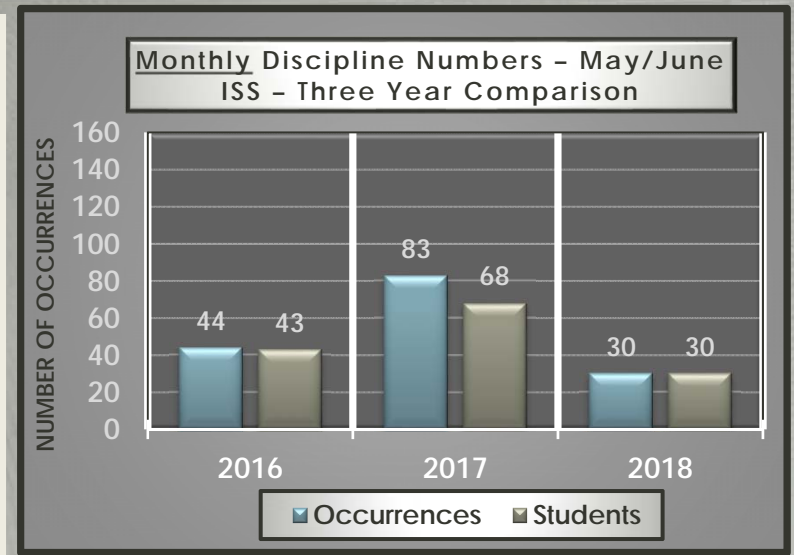
MC/hn

Monthly Discipline Report – May/June 2018

Monthly Discipline Report for May/June

REASON FOR SUSPENSION	Monthly Discipline Numbers – May/June					
	2016	2017	2018	2016	2017	2018
IN SCHOOL SUSPENSION	OCC	OCC	OCC	STD	STD	STD
DISOBEDIENCE/DISRESPECT-ISS	2	6	1	2	5	1
DISOBEDIENCE/TARDY-ISS	24	25	11	24	22	11
DISOBEDIENCE/TRUANCY-ISS	17	43	18	16	33	18
ELECTRONIC DEVICE - ISS	1	0	0	1	0	0
SATURDAY SCHOOL-ISS	0	7	0	0	7	0
OTHER	0	2	0	0	1	0
MONTHLY TOTAL ISS SUSPENSIONS	44	83	30	43	68	30

REASON FOR SUSPENSION	2016	2017	2018	2016	2017	2018
	OCC	OCC	OCC	STD	STD	STD
OUT OF SCHOOL SUSPENSION	OCC	OCC	OCC	STD	STD	STD
DISOBEDIENCE/DISRESPECT-OSS	0	4	0	0	4	0
DISOBEDIENCE/TARDY-OSS	0	0	0	0	0	0
DISOBEDIENCE/TRUANCY-OSS	4	1	0	3	1	0
ELECTRONIC DEVICE - OSS	0	0	0	0	0	0
FIGHTING-OSS	5	5	0	5	5	0
GANG REPRESENTATION/WEAPONS-OSS	0	0	1	0	0	1
ILLEGAL ACT/U.I. ALCOHOL-OSS	0	1	0	0	1	0
ILLEGAL ACT/U.I. MARIJUANA-OSS	0	5	1	0	5	1
SATURDAY SCHOOL-OSS	1	0	0	1	0	0
THEFT-OSS	0	0	0	0	0	0
OTHER	0	0	0	0	0	0
MONTHLY TOTAL OSS SUSPENSIONS	10	16	2	9	16	2



*Student totals contain duplicates between months.

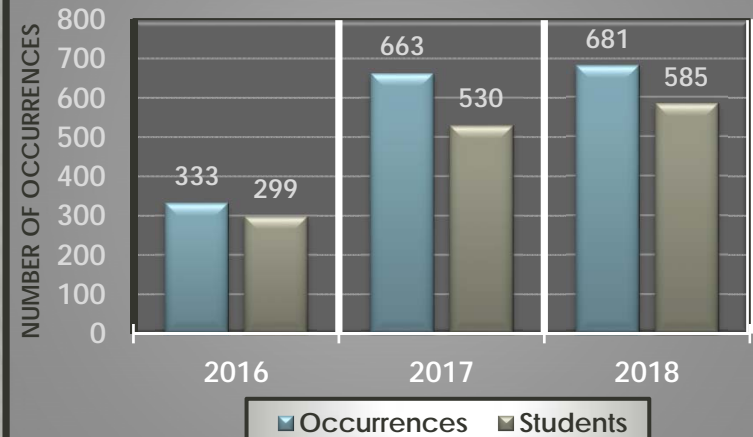
Yearly Discipline Report – Aug thru June *Yrs16/17/18

Yearly Discipline Report for August thru June

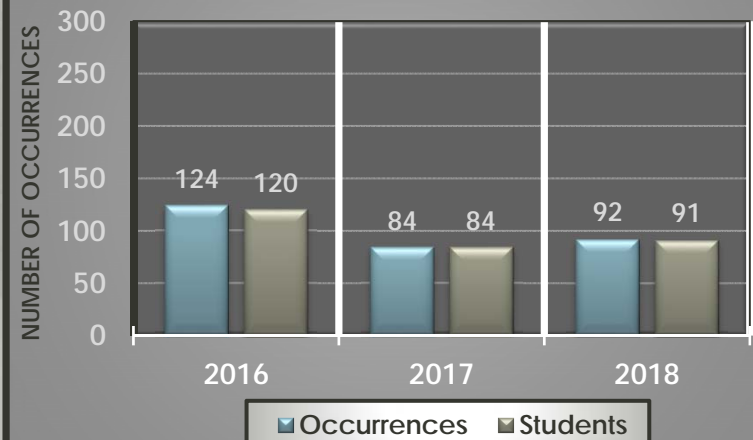
REASON FOR SUSPENSION	Yearly Discipline Numbers					
	2016	2017	2018	2016	2017	2018
IN SCHOOL SUSPENSION	OCC	OCC	OCC	STD	STD	STD
DISOBEDIENCE/DISRESPECT-ISS	33	69	33	33	57	29
DISOBEDIENCE/TARDY-ISS	145	179	248	130	133	204
DISOBEDIENCE/TRUANCY-ISS	148	285	256	129	230	225
ELECTRONIC DEVICE - ISS	4	1	0	4	1	0
SATURDAY SCHOOL-ISS	1	124	131	1	105	116
OTHER	2	5	13	2	4	11
MONTHLY TOTAL ISS SUSPENSIONS	333	663	681	299	530	585

OUT OF SCHOOL SUSPENSION	2016	2017	2018	2016	2017	2018
	OCC	OCC	OCC	STD	STD	STD
DISOBEDIENCE/DISRESPECT-OSS	19	18	30	17	18	30
DISOBEDIENCE/TARDY-OSS	4	0	0	4	0	0
DISOBEDIENCE/TRUANCY-OSS	7	3	0	6	3	0
ELECTRONIC DEVICE - OSS	0	0	0	0	0	0
FIGHTING-OSS	15	31	29	15	31	28
GANG REPRESENTATION/WEAPONS-OSS	2	1	9	2	1	9
ILLEGAL ACT/U.I. ALCOHOL-OSS	6	6	1	6	6	1
ILLEGAL ACT/U.I. MARIJUANA-OSS	4	21	18	4	21	18
SATURDAY SCHOOL-OSS	59	0	0	58	0	0
THEFT-OSS	2	0	2	2	0	2
OTHER	6	4	3	6	4	3
MONTHLY TOTAL OSS SUSPENSIONS	124	84	92	120	84	91

Yearly Discipline Numbers–Aug thru June
ISS – Three Year Comparison



Yearly Discipline Numbers–Aug thru June
OSS – Three Year Comparison



*Student totals by year contain duplicates between months. August to June Graphs are adjusted at EOY to remove duplicates.

**Finance Committee Meeting
June 12, 2018
326 Joliet Street
Student Activity Center**

Minutes of the Finance Committee meeting held on June 12, 2018 at West Chicago Community High School from 7:30 a.m. to 8:29 a.m.

Call to Order: The meeting was called to order at 7:30 a.m.

1. Roll Call: Finance Committee Members Present: Gary Saake, David Blatchley, Kevin Kotche, Ruben Campos, Douglas Domeracki, Ex Officio
Other Board Members Present: None
Others present: Gordon Cole, Elizabeth Hennessey, Diane Masschelin (Recording Secretary)
2. Public Comment: No public comment at this time.
3. Raymond James Bond Presentation: Elizabeth Hennessey gave a presentation on the update of the market. It was mentioned that we have an opportunity to earn interest on the investment of proceeds. The committee discussed the schedule to move ahead with the rating review presentation.
4. Building Updates:
 - a. Elevators: Mr. Blatchley mentioned that he will be bringing two contracts to the board regarding the elevators. Phoenix will be installing hardware for the new controls that utilize a card swiper system instead of a key. Otis Elevator will be involved from a liability perspective ensuring that the new controls function properly.
 - b. Driver's Ed Room: Mr. Blatchley updated the committee regarding the flooding of the Driver's Education Room. Carpet was pulled back and it was determined that there were asbestos tiles. Hygieneering was brought out to inspect the area and confirmed asbestos. There is an Abatement 10 day Posting posted at the school and the District with the hopes of having the work completed by July 4.
5. District Administrative Center ADA Update: Mr. Blatchley updated the committee regarding the progress of the ADA Compliance at the District Administration Center. Mr. Templin recommended that a secondary exit at the West end of the building be upgraded. Mr. Blatchley stated that the City of West Chicago has been phenomenal in taking care of the outside requirements of the building. Mr. Templin was satisfied with our work to-date making the District Administration Center ADA compliant. Once the secondary exit was fixed, the building will be ADA compliant.
6. Vendor Contract Updates:

Mr. Blatchley listed the contracts and asked for direction from the Finance Committee regarding contracts. It was suggested that a spreadsheet be developed and reviewed at the Finance Committee Meeting on a quarterly basis.

 - a. Raptor – This contract is for an additional piece for Crisis Management to be added to the existing contract for the Visitor Management System.
 - b. Smart Learning Software – Is a Math Software Solution. 17 teachers have requested access.

- c. Copiers – We went out to bid for copiers and three companies responded. Marco was the low bidder and Mr. Blatchley hopes to have the contract prepared by the next board meeting. Committee was interested in knowing if we would have a reduction in copiers. It was stated that Marco will manage quarterly reporting on printing jobs for us and have the ability to move the machines around. We have not increased the number of machines needed.
- d. Driver's Ed Vehicle Lease – Mr. Blatchley mentioned that he now has tentative paperwork for a three year lease that he originally brought to the board last month. The lease is from Haggerty Ford with payments of \$274.33 per month that he will bring to the next board meeting.
- e. Student Transportation – Student Transportation was bid out and will be brought to the next board meeting. Illinois Central School Bus was the bid winner.
- f. SuperFan – The mobile app SuperFan was discussed. At this time, that solution will not be presented to the Board for action.
7. Student Activity Treasurer: Administrative Code requires that the Student Activity Fund have a treasurer, which is a bonded position. The topic has been discussed in years past. Mr. Blatchley will make the recommendation to move forward.
8. Budget Update: Budget Meetings were held with every Division Head to identify needs, space, account codes and their status with regard to expenses, which also include their Grants. The preliminary Budget Hearing in August is Mr. Blatchley's target date.
9. Inter-Governmental Agreement
- a. Norix – The agreement is completely processed and signed off
 - b. Suncast – They are leaving the agreement as written and signed off
 - c. Ball – Attorney reviewed and said it runs in line with Norix and Suncast. They want to build a research and development facility by the industrial campus and looking for abatement on 50% of their taxes on the new building. Nothing has been finalized. Mr. Blatchley will have more information at the board meeting.
10. Adjournment: Mr. Saake moved to adjourn, Mr. Campos seconded the motion. The meeting was adjourned by unanimous voice vote at 8:29 a.m.



**SASED Talking Points
Board of Control Meeting
May 23, 2018**

Officers:

Chairperson—Dr. John Correll—District 48

Vice Chair— Mr. Doug Purcell—District 58

Secretary—Dr. Anthony Palmisano—District 45

Consent Agenda

The Board of Control conducted the following consent agenda business:

- Approved the minutes of the April 25, 2018 open and closed session meetings as well as the April 25, 2018 Policy Committee meeting.
- Approved the following Personnel Recommendations
 - 1) Accepted/Approved Resignations, Retirements, Change of Employment Status and Appointments of Administrative, Licensed, Registered and Support Staff as presented.
 - 2) Adopted Resolution for dismissal of probationary educational support personnel.
 - 3) Adopted Resolution for dismissal for cause of educational support personnel.
- Accepted the Financial Reports
 - 1) Treasurer's Report--April 2018
 - 2) Revenue/Expenditure Report--April 2018
 - 3) Gross Payroll--April 2018; \$2,003,438.93
 - 4) Interim Payroll Liabilities--April 2018; \$770,840.27
 - 5) May Bill List; \$3,827,390.72
 - 6) Interim Checks--April 2018; \$436,453.56
- Renewed Treasurer's Bond
- Adopted the Prevailing Wage Ordinance

This meeting was the Board of Control Reorganization meeting. The following took place:

Election of Officers:

Chairperson—Dr. John Correll, District 48

Vice Chair— Doug Purcell, District 58

Secretary—Dr. Anthony Palmisano, District 45

The Ad Hoc Facilities Committee was disbanded due to completion of tasks. Committees were appointed (other members to be added):

Finance Committee

- Benjamin SD 25, Jack Buscemi
- Salt Creek SD 48, Dr. John Correll
- Downers Grove Grade SD 58, Doug Purcell
- Cass SD 63, Dr. Kerry Foderaro
- Woodridge SD 68, Tom Ruggio

Policy Committee

- West Chicago SD33, Karina Villa
- Woodridge SD 68, Tom Ruggio
- DuPage High SD 88, Dr. Scott Helton
- Community High SD 94, Susan Gillespie
- Westmont Community Unit SD 201, Joel Price
- Lisle Community Unit SD 202, Bob Tarasewicz

Discussion without Action

- Informational/Correspondence—The Program Administrator meeting was 4/30/18 and the District Administrator meeting was 5/11/18.
- ROE Southeast Construction Permit—have received permits from the ROE and construction will be starting as soon as school is finished.
- Early Choices Report—SASED has been the operating agent for this program since it started. This report shares with the Board the work and data of the program.
- Illinois School for the Visually Impaired Letter—This letter was a thank you for SASED hosting a parent conference at the administrative center.

Presentation

- SASED FY19 Budget—Dr. Volpe and Sam Cannata reviewed the proposed budget with the Board. They commented that the version of the budget in the packet has been tightened from what was previously presented and what was reviewed by finance committee. The goal is to have the Board approve for submission to the Governing Board for public display and eventual adoption. The budget presentation included highlights that outline the overall increasing enrollment, the impact of implementation of new funding model and renovation of Southeast School. Included in the discussion was the spenddown of IDEA funds (pre-approved by ISBE) for the construction project and the need to increase the cost of health insurance for the first time in three years.
- 10 year Life Safety Plan—Dr. Volpe introduced the discussion sharing administration has been developing this process for ongoing life safety needs and is coming to the end of its current 10 year life safety plan. The financial component will be discussed next month. Steve Houghsted, architect from Arcon, was introduced and he gave an overview which included that the state requires a life safety plan every ten years. The suggested work was categorized into four areas, life safety, long term/maintenance, best practice and owner requested items. He reviewed the different work and proposed costs including inflation for later projects. Dr. Volpe also added that these projects are different than the current construction process. Discussion included if security was discussed as part of the plan and Dr. Volpe shared it is part of the new work along with the security that is in place.
- Board Committee Updates
 - Finance Committee—Had previously met and the budget presentation included the discussion/recommendations.
 - Policy Committee—No meeting
 - Facilities Committee—No meeting
 - Search Committee—Will be picking up the job description discussion after Memorial Day.
- Administrative Update
 - Sam Cannata reported the budget is nearly completed and he is working on several miscellaneous tasks.
 - Nan Diamond shared she is overseeing the packing up of classrooms and moving them--there will be 48-49 classrooms. Her team is working on aligning to the strategic plan how school social workers and psychologists are used for students with mental/emotional challenges.
 - Lynn Schroeder shared the HR department is focused on ESY hiring and added that the mentoring program is being well received by teachers with many interested in being trained as mentors.
 - Neil Perry reported his team is finalizing the build out for Transition and preparing it for ESY. The team is doing a great deal of the work at Southeast internally. Additionally, they are planning for ESY and the migration to Windows 10.
- Executive Director Report—Dr. Volpe shared that he proud and pleased with the work of the technology team under Neil's leadership. He is especially proud that his very first hire, Elliot May, will now be the Director of Technology. He is well known by district staff, technology directors, etc. He has the full confidence of the administrative team.

Consent Agenda

- Approved the designation of the 2018-2019 Depositories & Investments, newspapers/legal notices, legal counsel, architect and the 2018-2019 Board of Control meeting dates.
- Conducted the first reading of the following policies:
 - 2:260 Uniform Grievance Procedure 25
 - 4:40 Incurring Debt

- 5:20 Workplace Harassment Prohibited
- 5:170 Copyright

Closed session was held for purposes of personnel.

Discussion with Action

- Approved the submission of the FY19 Budget to the Governing Board.
- Approved 2018-2019 non-bargaining unit salary recommendations as presented.

Next Meeting: The next meeting of the SASSED Board will be on **June 20, 2018 at 6:30 p.m.**

The above information is intendment to facilitate full communication by the SASSED Board members to their own district Board of Education members. Please do not hesitate to contact me directly if there are any questions about the information provided or if you wish to discuss any of the items.

Dr. Michael G. Volpe

Vision for Improvement

The request for personnel adjustment with regard to In-School-Suspension is tied to the continuous improvement of student achievement outcomes and emotional supports. We would like to enhance the learning outcomes of all students, in particular students at-risk. This includes our ELL population, special education population and low-income students. The vision includes a model of discipline that supports student social emotional growth to show marked improvement in student learning outcomes, attendance and overall school climate.

Synopsis of Senate Bill 100

Effective September 15, 2016, Senate Bill 100 (SB100) has been enacted as Public Act 99-0456. SB100 severely restricts the authority of school districts to suspend and expel students and imposes new requirements in those cases where school removal will still be allowed. As a result of these limitations, there is an increased need for In-School-Suspension to assist in intervening and processing with students when they display significantly inappropriate behavior, and to coordinate the state mandated return to school plan for students who are returning from an out of school suspension (OSS).

Prior to issuing a suspension, a school must find that the student's continuing presence in school poses a threat to safety or disruption to other students' learning opportunities. School officials must also take all reasonable steps to resolve such threats, address such disruptions, and minimize the length of the suspension. This has been a significant change in standard for public schools.

All of implications of Senate Bill 100 encourage schools to limit suspensions and provide alternatives to suspension while emphasizing the return to school component that supports a student academically and emotionally. Students with Individualized Education Plans (IEPs) are placed in the In-School room, the school has an obligation to provide IEP services that have been identified in their plan. Students who require special education services must have those services provided by a certified special education teacher. If students with IEP's receive an ISS without access to a certified special education teacher, the consequence is considered an Out-of-School-Suspension (OSS). In this instance, the District would be in violation of both Senate Bill 100 and IDEA (Individuals with Disabilities Education Act). In addition to being legally compliant, this initiative will benefit the school environment and increase the likelihood of at-risk students' academic achievement. That is, students will receive the support necessary to academic and social emotional skills to regain access to the instructional environment. While students will receive the consequence (ISS), they will have contact with support to revitalize and teach the necessary coping skills to better handle the academic environment. Students will have access to the essential curriculum and emotional support to insure a smooth transition to the classroom.

Current Model of In School Suspension Unintended Consequences

Students who are suspended do not receive access to instruction nor receive programming to enhance their opportunity to meaningfully engage in the school. These at-risk students fall

further behind academically. Additionally, when special education students receive an In-School-Suspension, they are not receiving their mandated special education services. Under the Senate Bill 100 mandates, reviewing suspension usage in the District, there are incidents where students qualified for an Out-of-School Suspension that no longer qualify under the mandate. In these cases, In-School Suspension is utilized. As seen, this has created an increase in the usage of ISS. Specifically, this action plan will create positive behavioral intervention systems to increase students' ability to access curriculum and create a safe school environment and the implementation of an In-School Supervised Study Area.

Staff recommendation

As discussed previously, Senate Bill 100 makes clear the need for more robust programming for students who receive disciplinary infractions. That is, the Bill provides districts less leeway on out-of-school suspensions and more demand for in-school programming for students who receive disciplinary infractions. Currently, the district operates an In-School- Suspension room with an uncertified staff member who expects order and attempts to collect academic materials for each student. There is no educational or emotional component to the program.

In the recommended model a certified special education teacher and teaching assistant would work in concert to manage behavior and academics. The In-School staff will assist in addressing students with anxious or avoidant behaviors when necessary. The In-School staff will assist students to manage academic make-up assignments.

For FY18-19

Employee Base Salary Step 1, Col 1, FTE 1.00: \$43,147

Benefits: Employer Paid 8.5% TRS \$4,008, THIS \$434, Pension Contribution \$274
 Employer Paid Medicare \$626
 Employer Paid Single Health & Dental Insurance \$4,760, LTD/Life \$173

Grand Total: Salary \$43,147
 Benefits 10,275
 Total Package \$53,422

ISS Staffing request

Staff remains	In School Suspension Teacher Aid
1.0 Special Education Teacher -Addition	The 1.0 Special Education Teacher

**REGULAR BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
May 15, 2018 – 7:00 P.M.
326 Joliet Street
West Chicago, IL 60185**

OPENING ACTIVITIES

1. Call to Order at 7:00 p.m.
2. Madelyn Brotnow led the Board and meeting attendees in the Pledge of Allegiance.
3. Ms. Yackey read the Mission Statement:
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call – Present were: Mr. Saake, Mr. Campos, Ms. Doremus, Ms. Gillespie, Mr. Kotche and Ms. Yackey.
5. Absent – Mr. Nagel
6. Also in attendance: Dr. Domeracki, Mr. Cole, Mr. Blatchley, Ms. Moore, Dr. Cheng and Ms. Koltz

STUDENT RECOGNITION:

Good News of the District:

Fermilab TARGET Summer Internship contestants:

Semifinalists: Melissa Gonzalez-Ramirez, Citlalli Santiago and Heather Truong

Finalists: Sabrina Lutfiyeva and Ellie Michaels

Student who was awarded an internship: Marianne Hernandez

Mr. Nagel joined the meeting at 7:03 p.m.

April Student of the Month:

Madelyn Brotnow

PUBLIC PARTICIPATION:

There was no public participation.

ADMINISTRATIVE REPORTS AND INFORMATION:

1. Superintendent’s Report:

Student Report:

- Madelyn Brotnow gave an update on student activities

Dr. Domeracki reported the following:

- There were no FOIA requests.
- Due to heavy rainfall, portions of the building have flooded.
- Dr. Domeracki provided an update on the bomb threat. A coordinated action plan between the West Chicago Fire Department, the West Chicago Police Department and the high school is being developed which includes:
 - Think Big Book
 - A Universal Command Center

- A defined decision maker at the Command Center
- A District decision maker will coordinate messages with the Police and Fire Departments
- Cross training for phone/text system and database access
- Command Center drill – on-site training with Police and Fire Departments and school.
- A presentation for administrators
- The last day of senior attendance will be May 16.
- This is the last full week of school; exams are scheduled Tuesday through Thursday. The last day of student attendance is May 23, last day for staff is May 24.
- This week marks the Spring Concert season.
- Four students have requested they be allowed to take their final exams early.
- May 17th is the last regularly scheduled athletic event of the year.
- We are currently in the second week of AP testing.
- A joint data sharing meeting with District 33 is tentatively scheduled for July 26.
- Board members participating in graduation should arrive at COD by 6:30.
- Title 1 funds will be used to fund the IL EMPOWER support for Tier 4 schools. The distribution of these funds will be determined by June 30, 2018.
- Dr. Domeracki gave a recap of this year's Inspirational Educator awards.
- 150 students participated in the Feed My Starving Children meal preparation on May 9.
- School Climate meetings have been productive in identifying several key initiatives for the 2018-19 school year.

2. Director of Building Operations Report:

Mr. Cole reported on the following items:

- He provided an update on the flood situation due to heavy rainfall May 14, 2018. ServiceMaster
- The concept plan for construction is nearly finalized. The goal is to be out to bid by early November, bringing all sub contracts to the December board meeting.

3. Director of Business Services Report:

Mr. Blatchley reported the following:

- Mr. Blatchley provided a memo regarding a proposal to lease a new Ford Focus from Haggerty Ford for three years. In order to obtain the new lease documents, Ford Finance is requiring that all forms be signed electronically in the dealership. An agreement will be brought forward for Board approval in June.
- In March, the District entered into an intergovernmental agreement with several entities in town to create a tax abatement for 2 companies that were interested in building in West Chicago. Suncast has stated they will build in the DuPage Business Park. They are asking for a different structure to the tax abatement.

4. Director of Human Resources Report:

Ms. Moore reported the following:

- Human Resources is currently at the midway point of hiring season.
- The Retiree Open House was held May 10, 2018.
- The Year End Brunch will be May 25.
- June 20 and 21 we will host Administrator Academies to recertify our administrators for evaluation purposes.
- Teachers will vote May 16th on the final document from the Evaluation Committee. If approved by the teachers, this document will be brought to the June board meeting for Board approval.
- The Appendix B Committee has been meeting to collaboratively create a new structure.

5. Principal's Report:

Dr. Cheng reported on the following:

- Student attendance and discipline is tracking consistently.
- The Bass Fishing Team took 3rd place at conference and won at sectionals. They will be heading to state competition.
- Courses are being added to CTE Department to bolster the Manufacturing Pathway program. Marc Wolfe has convened a CTE Advisory Board which is made up of community businesses.

6. Committee Approval of Minutes:

Education Committee Approval of Minutes:

MOTION: That the Education Committee approve the minutes of the meeting of March 26, 2018.

MOTION: Ms. Doremus

SECOND: Ms. Yackey

VOTE: Ayes: Doremus, Yackey, Cheng, Domeracki
Nays: None
Abstain: Gillespie, Saake
Motion Passed: 4 – 0; 2 Abstain

Facilities Committee Approval of Minutes:

MOTION: That the Human Resources Committee approve the minutes of the meeting of April 2, 2018.

MOTION: Ms. Campos

SECOND: Mr. Nagel

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

Ms. Gillespie asked if Board members would be interested in including the SASSED report in each month's Board packet to be reported on at the Board meeting. Board members agreed this should be included.

7. Future Dates:

- a. Special Board of Education Governance Meeting – June 11, 2018
- b. Regular Board of Education Meeting – June 19, 2018

8. Open Comment – Board Members

It was verified that the Board Governance Review meeting would begin at 6:00 p.m. for dinner, with the meeting starting at 6:30 p.m.

Mr. Nagel stated he had enjoyed the Spring Musical.

9. Future Issues:

There were no future issues.

CONSENT AGENDA (Roll Call)

Action items considered routine and/or which have been previously discussed by the Board will be enacted under one roll call motion unless removed for separate action upon Board request.

They are enumerated under the heading “Recommended Action”.

1. Items Removed from Consent Agenda for Separate Action:

Minutes of the Closed Session Special Board of Education Meeting – April 17, 2018

Minutes of the Special Joint Boards of Education Meeting with District 25 – April 23, 2018

Minutes of the Special Joint Boards of Education Meeting with District 34 – April 24, 2018

2. Consent Agenda Action for All Items Except those Listed in 1. Above.

MOTION: That the Board approve all items on the Consent Agenda which have not been specifically removed for separate action as shown on line 1. immediately above.

MOTION: Ms. Doremus

SECOND: Ms. Gillespie

VOTE: Unanimous Approval on Roll Call Vote 7 - 0

CONSENT AGENDA ITEMS - RECOMMENDED ACTION(S):

1. Approval of Minutes

a. Special Board of Education Meeting – April 17, 2018

MOTION: That the Board of Education approve the minutes of the meeting(s) listed above.

2. Acceptance of Minutes

a. Education Committee Meeting Minutes – April 25, 2018

b. Facilities Committee Meeting – May 8, 2018

3. Approval of Financials

a. Approve Current Expenditures

b. Imprest Fund Statement

c. Treasurer’s Report

d. Statement of Position/Financial Report

e. Statement of Revenue/Expenditures YTD Ending April 30, 2018

f. 3-Year Budget/Actual Report

g. Grant Reports

h. Petty Cash Fund Report

- i. Student Activity Account Fund Balance
- j. New Vendors Monthly Report
- k. Quarterly Financial Reports
- l. Referendum Revenue & Expenditure Report

MOTION: That the Board of Education approve the expenditures from April 13, 2018 to May 8, 2018 and accept financial reports.

4. **Election of Treasurer**

MOTION: That the Board of Education elect Kevin Kotche to the position of Treasurer, without annual compensation, for the period of July 1, 2018 to June 30, 2019.

5. **Treasurer's Bond**

The District is required to provide notice of its Treasurer and Treasurer's Bond to the Regional Office of Education for filing.

MOTION: That the Board of Education approve the Surety Bond of the Treasurer and 2018 General Obligation bonds.

6. **Interfund Transfer**

Pursuant to the Illinois School Code, the Board annually approves a resolution to authorize the transfer of interest from Working Cash Fund to the Education Fund. The resolution allows up to \$12,000.

MOTION: That the Board of Education approve the resolution authorizing the transfer of interest from the Working Cash Fund to the Education Fund no later than June 30, 2018.

7. **Resolution Designating Interest Earnings**

This is an annual Resolution the Board must make to signify the Board's intent as to interest income.

MOTION: That the Board of Education approve the Resolution Designating Interest Earnings for Fiscal Year 2018-19, as presented in the packet and authorize the Secretary to certify such Resolution.

CONSENT AGENDA APPROVAL

ITEMS REMOVED FROM CONSENT AGENDA:

1. Minutes of Closed Session Board of Education Meeting – April 17, 2018

MOTION: That the Board of Education approve the minutes of the Closed Session Board of Education meeting - April 17, 2018.

MOTION: Ms. Yackey

SECOND: Ms. Doremus

VOTE: Ayes: Campos, Doremus, Kotche, Nagel, Saake, Yackey

Nays: None

Abstain: Gillespie

Motion Passed: 6 – 0; 1 Abstain

2. Minutes of the Special Joint Boards of Education Meeting with District 25 – April 23, 2018

MOTION: That the Board of Education approve the minutes of the Special Joint Boards of Education Meeting with District 25 – April 23, 2018.

MOTION: Mr. Kotche

SECOND: Ms. Gillespie

VOTE: Ayes: Campos, Gillespie, Kotche, Nagel, Saake, Yackey
Nays: None
Abstain: Doremus
Motion Passed: 6 – 0; 1 Abstain

2. Minutes of the Special Joint Boards of Education Meeting with District 34 – April 24, 2018

MOTION: That the Board of Education approve the minutes of the Special Joint Boards of Education Meeting with District 34 – April 24, 2018.

MOTION: Mr. Kotche

SECOND: Ms. Gillespie

VOTE: Ayes: Campos, Gillespie, Kotche, Nagel, Saake
Nays: None
Abstain: Doremus, Yackey
Motion Passed: 5 – 0; 2 Abstain

OLD BUSINESS:

There was no old business.

NEW BUSINESS:

1. **Personnel Reports – (Roll Call)**

- The employment of 4 certified staff for the 2018-19 school year
- The leave of absence of 1 certified staff
- The resignation of 3 certified staff at the end of the 2018-19 school year
- The retirement of 1 administrative staff on October 2, 2019
- The approval of 8 overload assignments for the 2018-19 school year
- The employment of 1 athletic coach
- The resignation of 2 athletic coaches
- The approval of 14 annual administrative contracts
- The approval of vacation carryover for 1 administrator

MOTION: That the Board of Education approve the Personnel report.

MOTION: Ms. Doremus

SECOND: Mr. Campos

VOTE: Unanimous Approval on Roll Call Vote: 7 - 0

2. **Separation of Employment – (Roll Call)**

MOTION: That the Board of Education accept the following resignations effective upon the conclusion of the 2017-18 school year:

Jennifer Grenchik – Speech/Language Pathologist

Rebecca Hahn – Teacher/Science Division

Bill Bautista – Social Worker;

And that the Board of Education approve the retirement of Douglas Mullaney, Athletic Director, effective October 2, 2019.

MOTION: Ms. Yackey

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

3. **Credit Card Policy 3315 – Use of Credit and Procurement Cards - (Roll Call)**

Illinois Statute requires school districts to have a credit and procurement card policy. The following PRESS Policy was reviewed at 1st reading at the April 17, 2018 Board meeting.

MOTION: That the Board of Education approve Policy 3315 - Use of Credit and Procurement Cards on 2nd reading.

MOTION: Ms. Doremus

SECOND: Ms. Gillespie

VOTE: Unanimous Approval on Roll Call Vote 7 - 0

4. **Workplace Harassment Prohibited Policy ¶1703 – (Roll Call)**

The scope of policy 1703 and 1703P were required by the State of Illinois to include (1) prohibition of sexual harassment, (2) details on how an individual can report an allegation, (3) prohibition on retaliation for reporting allegations of sexual harassment, and (4) the consequences of a violation. Special Board of Education Meeting April 17, 2018 Agenda (Page 5) The State Officials and Employees Ethics Act, 5 ILCS430/70-5(a), amended by P.A. 100-554, requires school districts to adopt an ordinance or resolution establishing a policy to include the four previous points by January 15, 2018. IASB has been developing this policy and has recommended districts using PRESS services adopt the policy once completed by PRESS. The attached PRESS policy replaces our current policy ¶1703 and procedure ¶1703P. This policy was approved at 1st reading at the April 17, 2018 board meeting.

MOTION: That the Board of Education approve proposed changes to Policy ¶1703 and Policy ¶1703P– Sexual Harassment on 2nd reading.

MOTION: Ms. Gillespie

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

5. **Student Fees for 2018-19 School Year – (Roll Call)**

This is the annual fee schedule for students. There is no change to the schedule for 2018-19.

MOTION: That the Board of Education approve fee schedule for the 2018-19 school year.

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

6. **Construction Manager – (Roll Call)**

The District performed a selection process for the purpose of utilizing a construction manager firm for the 2nd phase of the renovation/addition project. Pepper Construction of

Barrington was the selected firm. These are the standard AIA (American Institute of Architects) contracts for services of Construction Manager. The A201-2007 pertains to the general conditions of the relationship between the District and the Construction manager and Architect, while A134-2009 is specific to the relationship where there is not a Guaranteed Maximum Price. These were prepared and modified by the Districts attorney, Dan Boyle.

MOTION: That the Board of Education approve the AIA A201-2007 and the AIA A134-2009 as amended at table to add number 12 on page 194, section 4.1.3 for construction management services between Pepper Construction Company, Barrington, IL and the District.

MOTION: Ms. Doremus

SECOND: Ms. Gillespie

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

7. **Architectural Services – (Roll Call)**

This item will be brought to the June board meeting.

8. **Student Travel: Band & Honors A Cappella Chamber Choir Walt Disney World Performance/Masterclass Tour - (Roll Call)**

In compliance with Policy ¶7204 - Field Trips, Student Travel and Optional Student Travel - the Band & Honors A Cappella Chamber Choir Walt Disney World Performance/Masterclass Tour qualifies as Student Travel. Band & Honors A Cappella Chamber Choir are requesting a trip to Walt Disney World, Orlando FL, which is beyond a 250 mile radius of West Chicago Community High School.

MOTION: That the Board of Education approve Student Travel for the Band & Honors A Cappella Chamber Choir Walt Disney World Performance/Masterclass Tour from December 5 - 9, 2018.

MOTION: Ms. Gillespie

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

9. **Administrative Staff Contracts – (Roll Call)**

Five of our current administrators are working under multi-year contracts which conclude at the end of this school year and one employee is completing their first year of service under a one-year agreement. Four administrators are being offered a multi-year contract (three successor performance based contracts and one initial performance based contract) and two administrators currently on a multi-year contract are being offered a one-year contract for the 2018-19 school year.

MOTION: That the Board of Education approve 4 multi-year contracts and 2 single year contracts for administrative staff.

MOTION: Ms. Doremus

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

10. IASB Resolution – (Roll Call)

The IASB Delegate Assembly will be held in conjunction with the IASB Conference, November 16 – 18, 2018. One of the most important components of that meeting is the consideration of resolutions submitted by member boards. The decision of the Delegate Assembly regarding proposed resolution determines the future of the organization. Rich Nagel has submitted a resolution regarding borrowing for energy saving equipment related to utility sage, for consideration of submission by the District 94 Board.

MOTION: That the Board of Education approve the submission of the IASB Resolution as presented for the 2018 IASB/IASA/IASBO Joint Annual Conference.

MOTION: Mr. Campos

SECOND: Ms. Doremus

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

11. Edgenuity – (Roll Call)

Edgenuity is an academic pathway for special education students to assist in credit recovery.

MOTION: That the Board of Education formally approve the renewal subscription service for Edgenuity in the amount of \$46,985 for a three-year contract.

MOTION: Ms. Doremus

SECOND: Ms. Gillespie

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

EXECUTIVE SESSION:

The Board of Education moved to Executive Session at 8:18 p.m. for the purpose of discussing collective negotiating matters.

MOTION: Mr. Kotche

SECOND: Mr. Nagel

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

RETURN TO OPEN SESSION:

The Board of Education returned to Open Session at 8:35 p.m.

ACTION AFTER RETURN TO OPEN SESSION:

There was no action taken.

ADJOURNMENT

MOTION: That the Board of Education meeting be adjourned at 8:36 p.m.

MOTION: Ms. Doremus

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Voice Vote 7 – 0

ATTEST:

Gary R. Saake, President

Renee Yackey, Secretary

**SPECIAL BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
June 7, 2018 – 7:30 A.M.
326 Joliet Street
West Chicago, IL 60185**

OPENING ACTIVITIES

1. Call to Order at 7:31 a.m.
2. Gary Saake led the Board and meeting attendees in the Pledge of Allegiance.
3. Gary Saake read the Mission Statement:
"Community High School strives to promote and provide growth experiences in Learning, Leadership and Living."
4. Roll Call – Present were: Mr. Saake, Mr. Campos, Mr. Nagel and Ms. Yackey
5. Absent – Ms. Doremus, Mr. Kotche
6. Also in attendance: D. Domeracki, Ms. Moore, Dr. Cheng and Ms. Glunt

PUBLIC PARTICIPATION:

There was no participation

NEW BUSINESS:

1. Reorganization of the Administration of the Special Education Division - (Roll Call)
Administration is recommending that the two Special Education Coordinator positions be re-organized into one administrative position, Assistant Director of Special Education, and one Special Education teacher position.
 - a. **MOTION:** That the Board of Education approve the reorganization of the current Special Education Division. The new structure will include one administrative position, Assistant Director of Special Education and one teaching position.
DISCUSSION: Board members and Administration discussed the reorganization.
MOTION: Ms. Yackey
SECOND: Mr. Nagel
VOTE: Unanimous Approval on Roll Call Vote 4 - 0

EXECUTIVE SESSION:

There was no Executive Session

ADJOURNMENT:

- MOTION:** That the Board of Education meeting be adjourned at 7:44 a.m.
MOTION: Mr. Campos
SECOND: Ms. Yackey
VOTE: Unanimous Approval on Voice Vote 4 - 0

**SPECIAL BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
June 11, 2018 – 6:30 P.M.
326 Joliet Street
West Chicago, IL 60185**

OPENING ACTIVITIES

1. Call to Order at 6:37 p.m.
2. Gary Saake led the Board and meeting attendees in the Pledge of Allegiance.
3. Ms. Yackey read the Mission Statement:
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call – Present were: Mr. Saake, Mr. Campos, Mr. Kotche, Mr. Nagel and Ms. Yackey.
5. Absent – Ms. Doremus
6. Also in attendance: Dr. Domeracki, Superintendent; Dee Molinare, Facilitator, Illinois Association of School Boards Director of Field Services

PUBLIC PARTICIPATION:

There was no public participation.

BOARD GOVERNANCE REVIEW IN CLOSED SESSION:

MOTION: That the Board of Education hold a Closed Session at 6:38 p.m. for the purpose of conducting a Board Governance Review pursuant to 5 ILCS 120/2(C)(16) Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.

MOTION: Mr. Campos

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Roll Call Vote 5 - 0

RETURN TO OPEN SESSION:

The Board of Education returned to Open Session at 8:38 p.m.

ADJOURNMENT

MOTION: That the Board of Education meeting be adjourned at 8:38 p.m.

MOTION: Mr. Campos

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Voice Vote 5 – 0

ATTEST:

Gary R. Saake, President

Renee Yackey, Secretary

**Finance Committee Meeting
June 12, 2018
326 Joliet Street
Student Activity Center**

Minutes of the Finance Committee meeting held on June 12, 2018 at West Chicago Community High School from 7:30 a.m. to 8:29 a.m.

Call to Order: The meeting was called to order at 7:30 a.m.

1. Roll Call: Finance Committee Members Present: Gary Saake, David Blatchley, Kevin Kotche, Ruben Campos, Douglas Domeracki, Ex Officio
Other Board Members Present: None
Others present: Gordon Cole, Elizabeth Hennessey, Diane Masschelin (Recording Secretary)
2. Public Comment: No public comment at this time.
3. Raymond James Bond Presentation: Elizabeth Hennessey gave a presentation on the update of the market. It was mentioned that we have an opportunity to earn interest on the investment of proceeds. The committee discussed the schedule to move ahead with the rating review presentation.
4. Building Updates:
 - a. Elevators: Mr. Blatchley mentioned that he will be bringing two contracts to the board regarding the elevators. Phoenix will be installing hardware for the new controls that utilize a card swiper system instead of a key. Otis Elevator will be involved from a liability perspective ensuring that the new controls function properly.
 - b. Driver's Ed Room: Mr. Blatchley updated the committee regarding the flooding of the Driver's Education Room. Carpet was pulled back and it was determined that there were asbestos tiles. Hygieneering was brought out to inspect the area and confirmed asbestos. There is an Abatement 10 day Posting posted at the school and the District with the hopes of having the work completed by July 4.
5. District Administrative Center ADA Update: Mr. Blatchley updated the committee regarding the progress of the ADA Compliance at the District Administration Center. Mr. Templin recommended that a secondary exit at the West end of the building be upgraded. Mr. Blatchley stated that the City of West Chicago has been phenomenal in taking care of the outside requirements of the building. Mr. Templin was satisfied with our work to-date making the District Administration Center ADA compliant. Once the secondary exit was fixed, the building will be ADA compliant.
6. Vendor Contract Updates:

Mr. Blatchley listed the contracts and asked for direction from the Finance Committee regarding contracts. It was suggested that a spreadsheet be developed and reviewed at the Finance Committee Meeting on a quarterly basis.

 - a. Raptor – This contract is for an additional piece for Crisis Management to be added to the existing contract for the Visitor Management System.
 - b. Smart Learning Software – Is a Math Software Solution. 17 teachers have requested access.

- c. Copiers – We went out to bid for copiers and three companies responded. Marco was the low bidder and Mr. Blatchley hopes to have the contract prepared by the next board meeting. Committee was interested in knowing if we would have a reduction in copiers. It was stated that Marco will manage quarterly reporting on printing jobs for us and have the ability to move the machines around. We have not increased the number of machines needed.
- d. Driver's Ed Vehicle Lease – Mr. Blatchley mentioned that he now has tentative paperwork for a three year lease that he originally brought to the board last month. The lease is from Haggerty Ford with payments of \$274.33 per month that he will bring to the next board meeting.
- e. Student Transportation – Student Transportation was bid out and will be brought to the next board meeting. Illinois Central School Bus was the bid winner.
- f. SuperFan – The mobile app SuperFan was discussed. At this time, that solution will not be presented to the Board for action.
7. Student Activity Treasurer: Administrative Code requires that the Student Activity Fund have a treasurer, which is a bonded position. The topic has been discussed in years past. Mr. Blatchley will make the recommendation to move forward.
8. Budget Update: Budget Meetings were held with every Division Head to identify needs, space, account codes and their status with regard to expenses, which also include their Grants. The preliminary Budget Hearing in August is Mr. Blatchley's target date.
9. Inter-Governmental Agreement
- a. Norix – The agreement is completely processed and signed off
 - b. Suncast – They are leaving the agreement as written and signed off
 - c. Ball – Attorney reviewed and said it runs in line with Norix and Suncast. They want to build a research and development facility by the industrial campus and looking for abatement on 50% of their taxes on the new building. Nothing has been finalized. Mr. Blatchley will have more information at the board meeting.
10. Adjournment: Mr. Saake moved to adjourn, Mr. Campos seconded the motion. The meeting was adjourned by unanimous voice vote at 8:29 a.m.

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629560	95% Group Inc	06/19/2018	Intervention Instruction Materials	456.20	456.20
1629561	A To Z Office Furnitu	06/19/2018	Fireproof File Cabinet	2,650.00	2,650.00
1629562	A&M PRODUCTS COMPANY	06/19/2018	AWARD PLAQUES; ATHLETICS	96.00	96.00
1629563	Acer Service Corporat	06/19/2018	TECHNOLOGY SUPPLIES TECHNOLOGY SUPPLIES TECHNOLOGY SUPPLIES TECHNOLOGY SUPPLIES	3,434.60 154.57 3,510.60 5,090.37	12,190.14
1629564	ALL-DISPOSAL & RECYCL	06/19/2018	15 AND 20 YARD ROLL-OFFS	690.00	690.00
1629565	Allstar Custom Awards	06/19/2018	2017/18 END OF SEASON AWARDS 2017/18 END OF SEASON AWARDS	473.00 64.50	537.50
1629566	Amalgamated Bank Of C	06/19/2018	INTEREST - BOND ISSUE 6589; SERIES 2017	179,200.00	179,200.00
1629567	Vendor Continued Void	06/19/2018			0.00
1629568	Vendor Continued Void	06/19/2018			0.00
1629569	Vendor Continued Void	06/19/2018			0.00
1629570	Vendor Continued Void	06/19/2018			0.00
1629571	Amazon.Com	06/19/2018	Book & Supply order Amazon (22 books) Amazon Book order, 55 books	-3.93 -1.80	4,118.90

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			DRAMA SUPPLIES	38.20	
			Book & Supply	336.58	
			order Amazon (22 books)		
			Amazon Book order, 55 books	479.50	
			Printer replacement and misc supplies;	-98.00	
			RETURN CREDIT		
			Book & Supply order Amazon (22 books)	-0.26	
			Summer School Curriculum for Teachers	9.45	
			Supplies and 2 books	61.08	
			Book & Supply order Amazon (22 books)	-3.61	
			April DVD order, 9 DVDs	100.25	
			Misc tech supplies	36.95	
			Binders - Business Office	48.74	
			Book Order March, 13 books	26.99	
			AUDITORIUM SUPPLIES	169.00	
			BILINGUAL CLASSROOM	341.90	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			SUPPLIES; GRANT		
			AUDITORIUM	191.09	
			SUPPLIES		
			April DVD order,	-1.51	
			9 DVDs		
			Book Order March,	16.19	
			13 books		
			american standard	42.95	
			strainer		
			April DVD order,	6.88	
			9 DVDs		
			Amazon Book	17.99	
			order, 55 books		
			Amazon Book	9.20	
			order, 55 books		
			Amazon Book	66.91	
			order, 55 books		
			INSTRUCTIONAL	145.65	
			SUPPLIES; WORLD		
			LANGUAGES		
			AUDITORIUM	57.12	
			SUPPLIES		
			iPad and	30.63	
			accessories		
			Amazon Book	50.36	
			order, 55 books		
			Printer	131.00	
			replacement and		
			misc supplies		
			AUDITORIUM	169.00	
			SUPPLIES		
			Amazon Book	168.75	
			order, 55 books		

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			Amazon order of supplies	71.95	
			BEBONCOOL RF 2.4GHz Wireless Presenter Remote Presentation USB Control PowerPoint PPT Clicker	21.03	
			AP World History class resources and teacher materials	119.95	
			Book Order March, 13 books	130.77	
			AUDITORIUM SUPPLIES	80.22	
			GANDHI DVD SET	17.27	
			Memory for math PCs	63.33	
			iPad and accessories	276.74	
			Monitors and cordless phone for Quest	38.97	
			DVD, The West	54.99	
			Printer replacement and misc supplies	41.71	
			BEBONCOOL RF 2.4GHz Wireless Presenter Remote Presentation USB	21.03	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			Control PowerPoint PPT Clicker Printer	-33.00	
			replacement and misc supplies April DVD order, 9 DVDs	9.54	
			Printer replacement and misc supplies	335.99	
			MISC OFFICE SUPPLIES; COUNSELING	43.08	
			replacement lens for digital camera repair	97.00	
			DRAMA SUPPLIES	28.39	
			Resource textbook	37.51	
			February Book	19.18	
			Order, 44 books & "6 Outlet Surge Protector"		
1629572	American Red Cross	06/19/2018	ADULT CPR/AED COURSE; 9 STUDENTS	45.00	45.00
1629573	ANDERSON PEST SOLUTIO	06/19/2018	JUNE 2018 PREVENTIVE SVC	90.93	90.93
1629574	AP EXAMS	06/19/2018	AP EXAMS; SCHOOL CODE #144350	55,360.00	55,360.00
1629575	Aqua Pure Enterprises	06/19/2018	POOL SUPPLIES	1,379.96	1,379.96
1629576	Artcraft Computer For	06/19/2018	Labels	298.70	298.70
1629577	Ascd Membership Proce	06/19/2018	ASCD	1,085.00	1,085.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629578	At&t	06/19/2018	INSTITUTIONAL MEMBERSHIP 5/1/18-4/30/19 5/16/18-6/15/18 PHONE SVC 4/28/18-5/27/18 DUCOMM SVCS 5/28/18-6/27/18 DUCOMM SVCS 5/16/18-6/15/18	2,864.38 426.57 426.57 1,226.36	4,943.88
1629579	AT&T INTERNET SERVICE	06/19/2018	INTERNET SVCS 5/10/18-6/9/18	3,351.82	3,351.82
1629580	At&t Long Distance	06/19/2018	INTERNET SVCS APRIL 2018 LONG DISTANCE SVC	95.26	95.26
1629581	Aurora Naper Transpor	06/19/2018	APRIL 2018 TRANSPORTATION; 10 STUDENTS DECEMBER 2017 TRANSPORTATION; 4 STUDENTS FEBRUARY 2018 TRANSPORTATION; 7 STUDENTS JAN 2018 TRANSPORTATION; 9 STUDENTS MARCH 2018 TRANSPORTATION; 9 STUDENTS	9,785.00 1,050.00 4,375.00 5,950.00 6,590.00	27,750.00
1629582	AVID Center	06/19/2018	AVID NATIONAL CONFERENCE REGISTRATION; 3	1,497.00	1,497.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629583	AWARDING YOU	06/19/2018	STAFF MEMBERS RETIREMENT GIFTS; 4 STAFF	276.00	276.00
1629584	Baker Tilly Virchow K	06/19/2018	2018 AUDIT PROGRESS BILLING	10,000.00	10,000.00
1629585	BARCO PRODUCTS	06/19/2018	REFLECTIVE POST SLEEVES	175.76	175.76
1629586	Barnes & Noble	06/19/2018	Summer Reading books for incoming ninth grade summer reading Summer novels for ESL students; grant	254.16 649.62	903.78
1629587	BEARCOM WIRELESS WORL	06/19/2018	Digital radios	681.67	681.67
1629588	Blackboard	06/19/2018	Yearly website renewal	3,630.22	3,630.22
1629589	Blick Art Materials	06/19/2018	Supplies for Art Classes	23.35	23.35
1629590	Bono, Tracy	06/19/2018	Student transportation for May	287.76	287.76
1629591	Brightstar	06/19/2018	5/3/18 SCHOOL NURSE TEMP 5/7/18 SCHOOL NURSE TEMP 5/15/18 SCHOOL NURSE TEMP	390.00 487.50 373.75	1,251.25
1629592	Butler Chemical Co	06/19/2018	MAY 2018 MAINTENANCE	680.00	680.00
1629593	Canon Financial Servi	06/19/2018	JUNE 2018 CONTRACT CHGS;	4,647.14	7,579.17

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			001-0688322-006 & 001-0688322-007 JUNE 2018	2,932.03	
1629594	Carol Stream Lawn & P	06/19/2018	LANDSCAPING SUPPLIES	75.91	75.91
1629595	Cdwg	06/19/2018	Read 180 Program	637.99	637.99
1629596	Central DuPage Hospit	06/19/2018	4/13/18-4/25/18 TUTORING; 1 STUDENT 4/11/18-4/27/18 TUTORING; 1 STUDENT	367.50 525.00	892.50
1629597	Chisholm, John	06/19/2018	PEACEBUILDER AWARDS	128.93	128.93
1629598	Cisek, Susan	06/19/2018	5/1/18-5/15/18 MILEAGE; HMBD TUTORS 5/16/18-5/31/18 MILEAGE; HMBD TUTORS	21.80 13.08	34.88
1629599	City Of West Chicago	06/19/2018	APRIL 2018 FUEL USAGE; DRIVERS ED APRIL 2018 FUEL USAGE; O&M MAY 2018 FUEL USAGE; O&M	208.14 692.87 878.63	1,779.64
1629600	City Of West Chicago	06/19/2018	7/4/17-11/4/17 WATER; DISTRICT OFFICE	167.03	167.03
1629601	College Of Dupage	06/19/2018	FRIDAY, MAY 23, 2018 GRADUATION	8,500.00	8,500.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629602	COLLEGE BOARD	06/19/2018	RENTAL BALANCE PSAT 9 and 10 Testing	10,760.00	10,760.00
1629603	Comed	06/19/2018	4/13/18-5/14/18 ELECTRICITY; KERR-MCGEE 4/13/18-5/14/18 ELECTRIC SVC; DISTRICT OFFICE	14.59 465.87	480.46
1629604	Communications Revolv	06/19/2018	APRIL 2018 INTERNET SVC	2,250.00	2,250.00
1629605	Community Unit School	06/19/2018	2/18-4/18 SHARED TRANSPORTATION; 1 STUDENT	1,188.00	1,188.00
1629606	COMMUNITY THERAPY SER	06/19/2018	APRIL 2018 SPEECH THERAPY SERVICES	7,926.50	7,926.50
1629607	Constellation Newener	06/19/2018	APRIL 2018 NATURAL GAS MAY 2018 NATURAL GAS	10,790.74 8,853.68	19,644.42
1629608	Constellation New Ene	06/19/2018	12/13/17-1/17/18 ELECTRIC SVC 4/16/18-5/15/18 ELECTRIC SVC	51,085.34 44,698.54	95,783.88
1629609	CORE ACADEMY	06/19/2018	MAY 2018 TUITION; 4 STUDENTS MAY 2018 LIFESKILLS TUITION; 1 STUDENT	13,809.90 5,072.98	18,882.88
1629610	CPC Inc	06/19/2018	JUNE 2018 FACILITY TREE SW	175.00	175.00
1629611	Demco Inc	06/19/2018	LAMINATOR FILM	204.99	204.99

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629612	DLA Architects, Ltd.	06/19/2018	ROLLS MAY 2018 RENOVATIONS PROJECT MAY 2018--2019	12,942.87 131,086.70	144,029.57
1629613	Dude Solutions	06/19/2018	Active Data Calendar renewal (Events calendar)	2,940.00	2,940.00
1629614	Ellman's Music Center	06/19/2018	5 piccolo repairs, 1 French Horn repair, 2 tenor sax repairs 5 piccolo repairs, 1 French Horn repair, 2 tenor sax repairs	158.00 78.00	236.00
1629615	Engler Callaway Baast	06/19/2018	APRIL 2018 LEGAL SVCS MAY 2018 LEGAL SERVICES	1,958.00 330.00	2,288.00
1629616	Eric Armin Incorporat	06/19/2018	Classroom supplies	167.64	167.64
1629617	FarmTek	06/19/2018	greenhouse repairs	4,971.95	4,971.95
1629618	Fesl, Joan	06/19/2018	VOLLEYBALL OFFICIALS ASSIGNMENTS FEE	1,218.00	1,218.00
1629619	Flolo Corporation	06/19/2018	HEAT PUMP SUPPLIES ELECTRIC MOTOR REPAIR SUPPLY	735.06 687.49	1,422.55

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629620	Follett Library Resou	06/19/2018	April Book order Follett, 6 books	80.44	80.44
1629621	Forecast 5 Analytics	06/19/2018	5-SIGHT LICENSE AGREEMENT	12,500.00	12,500.00
1629622	Fox Tech Transition P	06/19/2018	MAY 2018 TUITION; 1 STUDENT	4,280.54	4,280.54
1629623	Fox Valley BLues Umpi	06/19/2018	2018 BASEBALL UMPIRE ASSIGNMENT FEE	734.03	734.03
1629624	Fulmer, Anna	06/19/2018	HONORS CHEMISTRY LAB-DRY ICE	71.89	71.89
1629625	Giant Steps	06/19/2018	MAY 2018 TUITION; 1 STUDENT	14,085.28	14,085.28
1629626	GIBSON, AMY	06/19/2018	4/18-6/18 RETIREE HLTH REIMBURSEMENT	333.11	333.11
1629627	Glenoaks Hospital The	06/19/2018	APRIL 2018 TUITION; 2 STUDENTS; NORTH CAMPUS	7,051.60	20,651.28
			APRIL 2018 TUITION; NORTH CAMPUS; 2 STUDENTS	6,699.02	
			APRIL 2018 TUITION; 1 STUDENT; WEST CAMPUS	3,538.80	
			APRIL 2018 TUITION; WEST CAMPUS; 1 STUDENT	3,361.86	
1629628	GOLDSTAR LEARNING	06/19/2018	7/15/18-7/14/19 MASTERY MGR SW	12,340.08	12,340.08

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629629	Grainger	06/19/2018	PLUMBING SUPPLIES	52.50	52.50
1629630	Great Lakes Clay & Su	06/19/2018	Clay for Ceramics	716.16	716.16
1629631	Gregory S Sapp Violin	06/19/2018	2 Cello Face Crack Repairs 2 Cello Face Crack Repairs	330.00 180.00	510.00
1629632	HAGGERTY FORD	06/19/2018	DRIVERS ED CAR SVC	320.01	320.01
1629633	Harris Bank	06/19/2018	ELECTRIC BULBS; MAINTENANCE SUPPLIES TECHNOLOGY SUPPLIES, GOOGLE TRANSLATE, DRIVERS ED SUPPLIES, STAFF DEV CONFERENCE (SCIENCE) CONFERENCE REGISTRATION ONLINE PUBLICATION; ROE CONFERENCE	1,090.50 863.26 200.00 279.00	2,432.76
1629634	Hauser Izzo Petrarca	06/19/2018	MAY 2018 LEGAL SVCS MAY 2018 LEGAL SVCS; PROPERTY TAXES	5,896.00 528.00	6,424.00
1629635	Herman Gomez Tree Svc	06/19/2018	TREE REMOVAL & DISPOSAL	675.00	675.00
1629636	Hodge Products Inc	06/19/2018	LOCKER LOCKS	5,119.95	5,119.95
1629637	Hollinger, Susan	06/19/2018	CHEMISTRY LAB SUPPLIES	93.09	136.69

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			CONFERENCE MILEAGE REIMBURSEMENT	43.60	
1629638	Honeywell Internation	06/19/2018	7/1/18-9/30/18 MECHANICAL & ELECTRICAL CONTRACT	5,708.08	5,708.08
1629639	Hope School	06/19/2018	MAY 2018 TUITION AND TRANSPORTATION; 1 STUDENT	7,188.08	7,188.08
1629640	Human Relations Media	06/19/2018	Driving Stupid DVD	131.96	131.96
1629641	Iasa	06/19/2018	Registration for The Highlights and Lowlights of Illinois School Law 2018 for Wednesday, October 24, 2018; 3 staff	345.00	345.00
1629642	ILASCD WESSLING	06/19/2018	Conference registration and membership fee for ASCD conference "Riding Mistakes Out of Mediocrity"; 4/11/18; 1 staff member	228.00	228.00
1629643	Illinois State Police	06/19/2018	APRIL 2018 BACKGROUND	158.25	427.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			CHECKS; COST CENTER: 03388 MAY 2018	268.75	
			BACKGROUND CHECKS; COST CENTER 03388		
1629644	Vendor Continued Void	06/19/2018			0.00
1629645	Vendor Continued Void	06/19/2018			0.00
1629646	ILLINOIS CENTRAL SCHO	06/19/2018	APRIL 2018 BADMINTON TRANSPORTATION	919.13	90,773.38
			APRIL 2018 BASEBALL TRANSPORTATION	2,341.44	
			APRIL 2018 BOYS BASKETBALL TRANSPORTATION	346.65	
			APRIL 2018 BOYS TRACK TRANSPORTATION	690.75	
			APRIL 2018 BOYS VOLLEYBALL TRANSPORTATION	875.26	
			APRIL 2018 GIRLS SOCCER TRANSPORTATION	2,503.23	
			APRIL 2018 GIRLS TRACK TRANSPORTATION	423.10	
			APRIL 2018 SOFTBALL TRANSPORTATION	733.00	
			APRIL 2018 BOYS	275.48	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			TENNIS		
			TRANSPORTATION		
			APRIL 2018	302.60	
			VOLLEYBALL		
			TRANSPORTATION		
			4/13/18 COD FT	110.87	
			TRANSPORTATION		
			FEED MY STARVING	140.28	
			CHILDREN FT;		
			4/13/18; SPEC ED		
			FRENCH EXCHANGE;	114.47	
			O'HARE AIRPORT		
			4/18/18 FERMILAB	1,758.04	
			FT TRANSPORTATION		
			(\$279.30);		
			4/26/18 SIX FLAGS		
			FT TRANSPORTATION		
			(\$1,478.74)		
			UPSTATE 8	283.34	
			CREATIVE WRITING		
			COMPETITION		
			TRANSPORTATION;		
			4/6/18		
			MAY 2018 STUDENT	70,566.29	
			BUSSING		
			MAY 2018 BASEBALL	2,635.76	
			TRANSPORTATION		
			MAY 2018 BOYS	1,112.64	
			TRACK		
			TRANSPORTATION		
			MAY 2018 BOYS	952.39	
			VOLLEYBALL		
			TRANSPORTATION		

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			MAY 2018 GIRLS SOCCER TRANSPORTATION	1,035.60	
			MAY 2018 GIRLS TRACK TRANSPORTATION	549.85	
			MAY 2018 SOFTBALL TRANSPORTATION	1,275.15	
			MAY 2018 VOLLEYBALL TRANSPORTATION	432.01	
			5/9/18 "FEED MY STARVING CHILDREN" FT TRANSPORTATION	396.05	
1629647	Illinois School Servi	06/19/2018	Seal of Biliteracy Stickers	36.00	36.00
1629648	Illinois State Deans'	06/19/2018	2018 ISDA (Illinois State Deans' Association) Spring Workshop; 1 staff member	75.00	75.00
1629649	Impact Applications I	06/19/2018	SUBSCRIPTION PACKAGE UPGRADE	220.00	220.00
1629650	Integrated Systems Co	06/19/2018	MAY 2018 SKYWARD SUBSCRIPTION JUNE 2018 SKYWARD SUBSCRIPTION	525.00 525.00	1,050.00
1629651	IPMG Employee Benefi	06/19/2018	JUNE 2018 FLEXIBLE SPENDING	350.00	350.00
1629652	Jennings, Dave	06/19/2018	Midwest Media	75.00	75.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629653	Johnson, Dan	06/19/2018	Educators Association annual membership for Broadcast Productions APR 2018-JUN 2018	785.52	785.52
1629654	Jones School Supply C	06/19/2018	RETIREE HLTH REIMBURSEMENT AWARD SEALS	95.75	95.75
1629655	Karl, Therese	06/19/2018	5/1/18-5/15/18 MILEAGE; HMBD TUTORS 5/16/18-5/31/18 MILEAGE; HMBD TUTORS	91.56 65.40	156.96
1629656	KEMPA	06/19/2018	KEMPA competition fee	27.00	27.00
1629657	Lakeshore Recycling S	06/19/2018	CREDIT TAKEN FOR OVERPAYMENT ON INV #172927 4/13/18-4/25/18 PORT-O-LETS	-73.91 256.52	182.61
1629658	Lange, Veronica	06/19/2018	Senior Honor's Night Supplies	13.96	13.96
1629659	Language Line Service	06/19/2018	MAY 2018 TRANSLATION SVCS	1,306.50	1,306.50
1629660	Lemberg-Finn, Terry	06/19/2018	10/17-12/17 RETIREE HLTH REIMBURSEMENT JANUARY 2018 RETIREE HLTH REIMBURSEMENT 7/17-9/17 RETIREE	785.52 261.84 785.52	1,832.88

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629661	Little Friends Inc	06/19/2018	HLTH REIMBURSEMENT MAY 2018 TUITION; 1 STUDENT	5,781.82	6,833.06
			JUNE 2018 TUITION; 1 STUDENT	1,051.24	
1629662	LJ Morse Construction	06/19/2018	2018 GENERAL REMODELING PROJECT; PAY REQ #4	234,610.20	234,610.20
1629663	M-F Athletic	06/19/2018	Weight Room Equipment	739.75	739.75
1629664	Maciel, Lynae	06/19/2018	PSYCHOLOGIST ASSESSMENT AND CONSULTATION; 1 STUDENT	900.00	900.00
1629665	Marklund at Mill Cree	06/19/2018	MAY 2018 TUITION; 1 STUDENT	9,845.00	9,845.00
1629666	Marquee Event Rentals	06/19/2018	SAT TESTING AP TESTING TABLE AND CHAIR RENTAL	5,822.80 1,557.80	7,380.60
1629667	Marshall, Cheryl	06/19/2018	Classroom supplies	26.51	26.51
1629668	Marten, William E	06/19/2018	SPRING 2018 GIRLS SOCCER ASSIGNMENTS	315.15	315.15
1629669	McMaster Carr Supply	06/19/2018	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MECHANICAL SUPPLIES	56.99 105.85 35.37	250.42

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629670	Menards	06/19/2018	KITCHEN SUPPLIES AND MATERIALS	52.21	
			gloss for art classes	44.25	1,020.43
			MECHANICAL SUPPLIES	13.52	
			MECHANICAL SUPPLIES	21.97	
			MECHANICAL SUPPLIES	170.04	
			PLUMBING SUPPLIES	14.36	
			MECHANICAL SUPPLY	4.99	
			MISC MECHANICAL SUPPLIES	131.63	
			PAINTING SUPPLIES	51.83	
			ADA COMPLIANT SINK	134.00	
			REFRIGERATOR MAINTENANCE	299.00	
			SUPPLIES	134.84	
1629671	Mistretta, Megan	06/19/2018	Incentives for "The Center" program cafe stocking	40.97	40.97
1629672	Monograms Of Distinct	06/19/2018	BABY CONGRATS; WORLD LANGUAGES	53.45	53.45
1629673	Moore, Cheryl	06/19/2018	Reimbursement for tablecloths for end of year breakfast	64.48	64.48
1629674	Murphy Ace Hardware 2	06/19/2018	MECHANICAL SUPPLIES	16.75	815.84
			KEYS	23.18	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			MECHANICAL SUPPLIES	21.31	
			LOCKS AND KEYS	156.30	
			MISC BUILDING	26.00	
			HARDWARE SUPPLIES		
			MECHANICAL SUPPLIES	67.66	
			MISC BUILDING	24.79	
			HARDWARE SUPPLIES		
			PAINTING SUPPLIES	444.49	
			SUMP PUMP RENTAL	22.34	
			MECHANICAL SUPPLIES	13.02	
1629675	NATIONAL ENGRAVERS	06/19/2018	Award Plates engraving	92.00	92.00
1629676	National Restaurant A	06/19/2018	SERVSAFE MGR CERTIFICATION ONLINE EXAM VOUCHERS	288.00	288.00
1629677	Neff Award Company	06/19/2018	Four Year Participation Plaques	438.39	498.09
			Four Year Participation Plaques	59.70	
1629678	Nelco	06/19/2018	OPERATIONS ACCOUNT CHECKS; 5,000 TOTAL CHECKS	811.50	811.50
1629679	News Literacy Project	06/19/2018	Checkology classroom program	216.00	216.00
1629680	Nicor Gas Bill Paymen	06/19/2018	5/4/18-6/4/18 NATURAL GAS;	186.43	2,401.97

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			DISTRICT OFFICE 5/4/18-6/4/18	51.22	
			NATURAL GAS; GARAGE MAY 2018	2,164.32	
1629681	Oak Forest High Schoo	06/19/2018	TRANSPORTATION CHGS IL CHEERLEADING & DANCE COACHES CONFERENCE 2017	85.00	85.00
1629682	Vendor Continued Void	06/19/2018			0.00
1629683	Office Depot	06/19/2018	Supplies for Journalism Production. Supplies for Journalism Production. Supplies for Journalism Production. Misc Office Supplies Misc Office Supplies Office Depot Supplies Order Office Depot Supplies Order Office Depot Supplies Order Office Depot Supplies Order Office Depot	199.95 396.72 119.98 37.90 124.70 486.63 505.36 191.99 3.29 29.99	4,020.80

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			Supplies Order		
			Office Depot	33.98	
			Supplies Order		
			Misc office	180.47	
			supplies		
			Office Supplies	926.14	
			Office Supplies	6.08	
			Misc Supplies for	81.98	
			Student Activity		
			Center		
			MISC OFFICE	84.89	
			SUPPLIES; PO		
			#0802018009, PO		
			#0852018007 & PO		
			#5202018029		
			Misc office	52.55	
			supplies; Social		
			Studies		
			Office Depot	14.44	
			Supplies Order		
			Office Supplies	158.80	
			End of the year	241.45	
			office supplies		
			for Guidance		
			dept.		
			Honor's Night and	20.50	
			Graduation		
			Supplies		
			MISC OFFICE	45.03	
			SUPPLIES		
			MISC OFFICE	48.09	
			SUPPLIES		
			MISC OFFICE	9.99	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			SUPPLIES		
			MISC OFFICE	19.90	
			SUPPLIES		
1629684	Olsson Roofing Compan	06/19/2018	ROOF REPAIRS	7,985.00	7,985.00
1629685	Ombudsman Ed Services	06/19/2018	ADDITIONAL APRIL	3,500.00	7,750.00
			2018 TUITION;		
			PLUS PGM		
			ADDITIONAL MAY	750.00	
			2018 TUITION		
			ADDITIONAL MAY	3,500.00	
			2018 TUITION;		
			PLUS PGM		
1629686	Otis Elevator Co	06/19/2018	ELEVATOR REPAIR	1,353.60	2,385.72
			6/1/18-8/31/18	1,032.12	
			CONTRACT SVC		
1629687	PACTT Learning Center	06/19/2018	MAY 2018 TUITION;	5,003.68	5,003.68
			1 STUDENT		
1629688	Paddock Publications	06/19/2018	SPECIAL ED	78.20	299.00
			MEETING		
			NOTIFICATION		
			TRANSPORTATION	92.00	
			BID 4/22/18 TO		
			4/23/18		
			TRANSPORTATION	46.00	
			BID 4/25/18		
			INVITATION TO	44.85	
			BID; CHROMEBOOKS		
			INVITATION TO	37.95	
			BID; PHOTOCOPIER		
1629689	PAHCS II/Northwestern	06/19/2018	BOARD REQUIRED	257.11	774.11
			PHYSICALS		
			BOARD REQUIRED	86.63	
			PHYSICALS; 5/3/18		

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			BOARD REQUIRED PHYSICALS; 5/7/18 & 5/23/18	173.26	
			BOARD REQUIRED PHYSICALS; 5/21/18 & 5/30/18	257.11	
1629690	PEAPOD LLC/Billing	06/19/2018	INSTRUCTIONAL SUPPLIES; FACS	356.47	544.64
			INSTRUCTIONAL SUPPLIES; FACS	188.17	
1629691	Perez, Maria	06/19/2018	Summer School reimbursment	24.28	24.28
1629692	PowerSchool Group LLC	06/19/2018	6/8/18-6/7/19 POWERSCHOOL SERVICE CONTRACT	15,745.00	15,745.00
1629693	Prosek's Greenhouse	06/19/2018	GRADUATION FLOWERS	277.50	277.50
1629694	Purchase Advantage Ca	06/19/2018	INSTRUCTIONAL SUPPLIES; FACS	1,011.22	1,011.22
1629695	Purchase Advantage Ca	06/19/2018	MAY 2018 INSTRUCTIONAL SUPPLIES	522.67	522.67
1629696	Quest Management Serv	06/19/2018	BTI/CWT EMPLOYERS APPRECIATION BREAKFAST STAFF APPRECIATION BREAKFAST AWARDS BREAKFAST STUDENT COUNCIL BREAKFAST MEETING SUPPLIES 2018 EOY EMPLOYEE	980.00 1,230.00 210.00 60.00 3,325.00	6,498.11

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629697	R & M Specialties	06/19/2018	BRUNCH MAY 2018 MILK Shirts/jerseys for the Bass Fishing Team	693.11 150.00	150.00
1629698	R&H Theatricals	06/19/2018	ROYALTIES AND RENTAL "CINDERELLA"	2,035.00	2,035.00
1629699	RAM Transport Inc	06/19/2018	APRIL 2018 TRANSPORTATION; 1 STUDENT	2,400.00	2,400.00
1629700	Ramirez, Ferney	06/19/2018	3 Parent workshops; grant	750.00	750.00
1629701	Rbs Activewear Inc	06/19/2018	Boys Basketball Summer Camp Shirts	291.50	291.50
1629702	Revtrak Inc	06/19/2018	MAY 2018 BANK MERCHANT FEES	2,258.82	2,258.82
1629703	Rockford Board Of Edu	06/19/2018	2/27/18-3/23/18 TUITION; 1 STUDENT	1,384.74	1,384.74
1629704	Salazar, Anne Marie	06/19/2018	Supplies reimbursement	75.05	75.05
1629705	Sased	06/19/2018	APRIL 2018 TRANSPORTATION; SE ALT	4,725.19	4,725.19
1629706	School Newspapers Onl	06/19/2018	Evaluation and overhaul of website	300.00	300.00
1629707	Seal Of Illinois	06/19/2018	MAY 2018 TUITION; 4 STUDENTS	20,906.08	20,906.08
1629708	Septran Inc	06/19/2018	MAY 2018 TRANSPORTATION	40,889.12	40,889.12

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629709	Sherwin Williams	06/19/2018	PAINTING SUPPLIES	829.79	856.12
			PAINTING SUPPLIES	26.33	
1629710	SPARE WHEELS TRANSPOR	06/19/2018	APRIL 2018	2,520.00	5,160.00
			TRANSPORTATION		
			MAY 2018	2,640.00	
			TRANSPORTATION		
1629711	SPECIAL EDUCATION SYS	06/19/2018	MAY 2018	1,082.62	5,166.52
			TRANSPORTATION		
			MAY 2018	2,919.44	
			TRANSPORTATION; 3		
			STUDENTS		
			MAY 2018	1,164.46	
			LIFESKILLS		
			TUITION; I		
			STUDENT		
1629712	St Andrews Golf & Cou	06/19/2018	Range Balls for the 2018 summer camp	120.00	120.00
1629713	STREICHER, CASS	06/19/2018	Dual Credit Facilitation	735.00	735.00
1629714	Sullivan, Katelyn	06/19/2018	Think Social Curriculum; for IEP student growth needs	77.40	126.52
			ESY Lunch for DLP transition program	49.12	
1629715	Syed, Abdollah	06/19/2018	IEP Translation	123.75	123.75
1629716	T S Specialties	06/19/2018	OIL CHANGE; F-150	46.45	46.45
1629717	TELESOLUTIONS CONSULT	06/19/2018	JUNE 2018	275.00	275.00
			RETAINER FEE		
1629718	TonerStore	06/19/2018	Toner	699.50	699.50
1629719	Tri-K Inc	06/19/2018	CUSTODIAL	169.90	169.90

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629720	United States Postal	06/19/2018	SUPPLIES June 2018 postage meter postage	2,600.00	2,600.00
1629721	Voris Mechanical Inc	06/19/2018	GAS VALVE REPLACEMENT	2,851.35	2,851.35
1629722	Warehouse Direct	06/19/2018	PAPER AND CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES CASTERS	652.90 309.15 45.10	1,007.15
1629723	Waste Management West	06/19/2018	MAY 2018 REFUSE SVC JUNE 2018 RECYCLING JUNE 2018 REFUSE SVC; DIST OFFICE	974.98 169.81 89.68	1,234.47
1629724	WCCHS STUDENT ACTIVIT	06/19/2018	BALANCE OF CC PYMTS TO STUDENT ACTIVITIES WEGO GLOBAL DONATION FROM ED FOUNDATION; DOMINICAN REPUBLIC TRIP; (10 STUDENTS @ \$75.00 EACH) SUMMER GOLF CAMP BALANCE OF REVENUE TO BE SPLIT EVENLY BETWEEN BOYS/GIRLS GOLF	678.48 750.00 240.00	2,054.48

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			(\$120.00 EACH) UDA CAMP REGISTRATION; ONE COACH	386.00	
1629725	We Grow Dreams Inc	06/19/2018	APRIL 2018 JOB TRAINING; 4 STUDENTS	700.00	1,400.00
			MAY 2018 JOB TRAINING; 4 STUDENTS	700.00	
1629726	Welch, Danielle	06/19/2018	JAN 2018-MAY 2018 MILEAGE	183.93	183.93
1629727	West Chicago Printing	06/19/2018	2018 COMMENCEMENT PROGRAMS	1,625.00	4,054.00
			HONORS NIGHT PROGRAMS	2,429.00	
1629728	WINZER CORPORATION	06/19/2018	CUSTODIAL SUPPLIES	192.00	192.00
1629729	WOLFE, MARC	06/19/2018	Student activity center coffee stations	606.57	606.57
	170 Computer		Check(s) For a Total of		1,266,542.73

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	170	Computer	Checks For a Total of	1,266,542.73
Total For	170	Manual, Wire Tran, ACH & Computer Checks		1,266,542.73
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,266,542.73

COMMUNITY HIGH SCHOOL DISTRICT NO. 94
 BOARD OF EDUCATION - BILL LISTING SUMMARY
 May 2018 Expenditures and June 19, 2018 Bill List

	(Taxes)Certificates Of Deposit, MM Dep. Purchased For The Month Of May-18	Net Payroll For The Month Of May-18	Operating Checks* Drawn During The Month Of May-18	Bill List Vouchers Paid In The Month Of May-18	Total	Bill List Vouchers Paid In The Month Of June-18
#10 EDUCATIONAL FUND	\$ 783,443.28	980,677.58	774,851.77	\$145,641.18	\$2,684,613.81	\$371,151.56
#20 OPERATIONS AND MAINTENANCE FUND	138,318.20	61,933.03	52,911.40	68,282.19	\$321,444.82	160,014.89
#30 DEBT SERVICES FUND	115,273.23				\$115,273.23	179,200.00
#40 TRANSPORTATION FUND	36,984.98			136,902.84	\$173,887.82	177,536.51
#50 ILLINOIS MUNICIPAL RETIREMENT FUND	17,882.33		40,692.33		\$58,574.66	
#51 SOCIAL SECURITY AND MEDICARE FUND	16,849.75		41,529.44		\$58,379.19	
#60 CAPITAL IMPROVEMENTS 2017	-	5,395.50		329,350.35	\$334,745.85	378,639.77
#65 CAPITAL IMPROVEMENTS	-		2,747.50		\$2,747.50	
#70 WORKING CASH FUND	-				\$0.00	
#80 TORT FUND	6,899.48		5,796.00		\$12,695.48	
TOTAL	\$ 1,115,651.25	\$1,048,006.11	\$918,528.44	\$680,176.56	\$3,762,362.36	\$1,266,542.73

* Payroll taxes, annuities, wage garnishments, insurance premiums, college savings plans
 TRS & IMRF pension contributions, charitable contributions, Imprest Fund & Petty Cash Fund
 reimbursement, lost & stale check replacement reviewed by Treasurer

The investments and payroll disbursements for the month of May 9, 2018 to June 13, 2018 to be paid May-18 June 19, 2018 and the regular accounts payable for the period June 19, 2018 Totaling: \$4,348,728.53.

I hereby certify that the expenditures listed as a part of this statement are legally payable from the budget category to which they are charged and are coded in conformance with the Illinois Office of Education Accounting Manual.

June 13, 2018
 Date

 Director of Business Services

TO THE TREASURER, COMMUNITY HIGH SCHOOL DISTRICT NO. 94, WEST CHICAGO, ILLINOIS

The Board of Education has approved the payment of the above listed invoices on this date and you are hereby authorized and directed to make payments thereof:

 Date

 President, Board of Education

 Secretary, Board of Education

COMMUNITY HIGH SCHOOL IMPREST FUND May 2018

This listing represents payments from the High School Imprest Fund for the month of May 2018. Reimbursement for the following is hereby requested from the Board of Education, Community High School District 94, West Chicago, Illinois at its regular board meeting on June 19, 2018.

David Blatchley - Director of Business Svcs

Date

ACCOUNT NUMBER	BATCH NUMBER	VENDOR	CHECK DATE	CHECK NUMBER	CHECK INVOICE DESCRIPTION	AMOUNT
10E100 1500 3191 00 000000	IP0503	Alvarado, Alex	05/03/2018	1316435	GIRLS SOCCER; EA; 4/30/18	95.00
10E100 1500 3191 00 000000	IP0503	Blasius, Jim	05/03/2018	1316436	SOFTBALL; ELGIN; 4/30/18	64.00
10E100 1500 3191 00 000000	IP0503	Finstein, Mark	05/03/2018	1316437	BASEBALL; ELGIN; 4/30/18	64.00
10E100 1500 3191 00 000000	IP0503	Gouskous, Nick	05/03/2018	1316438	GIRLS SOCCER; BARTLETT; 5/1/18	59.00
10E100 1500 3191 00 000000	IP0503	Hall, Dan	05/03/2018	1316439	SOFTBALL; GE; 5/1/18	61.00
10E100 1500 6410 00 000000	ip0503	HAWTHORNE'S BACKYARD BAR & GRI	05/03/2018	1316440	Conf tennis trn seed meeting dinner. 25 people, Host obligation. Will be reimbursed by conference.	353.75
10E100 1500 3191 00 000000	IP0503	Hernandez, Juan	05/03/2018	1316441	GIRLS SOCCER; BARTLETT; 5/1/18	59.00
10E100 1500 3191 00 000000	IP0503	Lucke, Dave	05/03/2018	1316442	GIRLS SOCCER; EA; 4/30/18	53.00
10E100 1500 3191 00 000000	IP0503	Pauls/official, Bob	05/03/2018	1316443	BASEBALL; WA; 5/1/18	64.00
10E100 1500 3191 00 000000	IP0503	Saucier, Lon	05/03/2018	1316444	GIRLS SOCCER; EA; 4/30/18	64.00
10E100 1500 3191 00 000000	IP0503	Schenck, Pat	05/03/2018	1316445	BASEBALL; WA; 5/1/18	64.00
10E100 1500 1504 00 000000	IP0503	Stone, Brian	05/03/2018	1316446	BOYS VOLLEYBALL; SOUTH ELGIN; BG BOARD; 4/26/18	40.00
10E100 1500 3191 00 000000	IP0503	Sudd, Robert	05/03/2018	1316447	BASEBALL; ELGIN; 4/30/18	64.00
10E100 1500 3191 00 000000	IP0503	Trinh, Vinh	05/03/2018	1316448	GIRLS SOCCER; EA; 4/30/18	64.00
10E100 1500 3191 00 000000	IP0503	Vasta/official, Sal	05/03/2018	1316449	SOFTBALL; ELGIN; 4/30/18	64.00
10E100 1500 3191 00 000000	IP0507	Alvarado, Alex	05/09/2018	1316450	GIRLS SOCCER; WILLOWBROOK; 5/3/18	64.00
10E100 1500 3191 00 000000	IP0507	Fonseca, Raimundo	05/09/2018	1316451	BASEBALL; WA; 5/4/18	61.00
10E100 1500 3191 00 000000	IP0507	Kolkay, Russ	05/09/2018	1316452	BASEBALL; WA; 5/3/18	32.00
10E100 1500 3191 00 000000	IP0507	Kwiatkowski, Joe	05/09/2018	1316453	SOFTBALL; WILLOWBROOK; 5/5/18	106.00
10E100 1500 3191 00 000000	IP0507	Lassalle, Javier	05/09/2018	1316454	GIRLS SOCCER; WILLOWBROOK; 5/3/18	95.00
10E100 1500 3191 00 000000	IP0507	LAYMAN, PAUL	05/09/2018	1316455	BASEBALL; WA; 5/3/18	32.00
10E072 2330 4059 00 000000	IP0507	Meijer	05/09/2018	1316456	TEACHER APPRECIATION WEEK	134.97
10E100 1500 3191 00 000000	IP0507	Panka, Art	05/09/2018	1316457	BASEBALL; WA; 5/4/18	61.00
10E100 1500 3191 00 000000	IP0507	Pauls/official, Bob	05/09/2018	1316458	BASEBALL; WA; 5/5/18	64.00
10E100 1500 3191 00 000000	IP0507	Pavlik, Robert	05/09/2018	1316459	SOFTBALL; LARKIN; 5/7/18	61.00
10E100 1500 3191 00 000000	IP0507	Perillo, Dave	05/09/2018	1316460	BOYS VOLLEYBALL; STREAMWOOD; 5/3/18	89.00
10E070 2410 3410 00 000000	ip0507	Pitney Bowes Supplies	05/09/2018	1316461	DISTRICT OFFICE POSTAGE METER SUPPLIES	44.79
10E070 2410 3410 00 000000	ip0507	Pitney Bowes Supplies	05/09/2018	1316461	DISTRICT OFFICE POSTAGE METER SUPPLIES	84.79

ACCOUNT	BATCH	CHECK	CHECK INVOICE	AMOUNT
NUMBER	NUMBER VENDOR	DATE	NUMBER DESCRIPTION	
10E070 2410 3410 00 000000	ip0507 Pitney Bowes Supplies	05/09/2018	1316461 DISTRICT OFFICE POSTAGE METER SUPPLIES	39.99
10E100 1500 3191 00 000000	IP0507 Radecke, Carl	05/09/2018	1316462 GIRLS SOCCER; WILLOWBROOK; 5/3/18	95.00
10E100 1500 3191 00 000000	IP0507 Siekierski, Mark	05/09/2018	1316463 GIRLS SOCCER; LAKE PARK; 5/7/18	59.00
10E100 1500 3191 00 000000	IP0507 Stratton, Gary	05/09/2018	1316464 BOYS VOLLEYBALL; STREAMWOOD; 5/3/18	89.00
10E100 1500 3191 00 000000	IP0507 Termunde, Cameron	05/09/2018	1316465 BASEBALL; WA; 5/5/18	64.00
10E003 1130 4120 00 000000	ip0507 TOWER CLEANERS	05/09/2018	1316466 cleaning of a camera bag stained by student; fine levied to student to cover cost of cleaning	35.00
10E100 1500 3191 00 000000	IP0516 Acciavatti, Don	05/16/2018	1316467 BOYS VOLLEYBALL; GE; 5/8/18	89.00
10E100 1500 3191 00 000000	IP0516 Anelli, Pat	05/16/2018	1316468 GIRLS SOCCER; STREAMWOOD; 5/8/18	64.00
10E100 1500 3191 00 000000	IP0516 Carroll, Denis	05/16/2018	1316469 SOFTBALL; EA; 5/11/18	61.00
10E100 1500 3191 00 000000	IP0516 Catavdella, Frank	05/16/2018	1316470 SOFTBALL; EA; 5/11/18	64.00
10E100 1500 3191 00 000000	IP0516 Cowin, Raymond	05/16/2018	1316471 BASEBALL; SE; 5/10/18	106.00
10E100 1500 3191 00 000000	IP0516 Cummings, Michael	05/16/2018	1316472 SOFTBALL; ROLLING MEADOWS; 5/10/18	64.00
10E100 1500 3191 00 000000	IP0516 DOMINGUEZ, LORENZO	05/16/2018	1316473 GIRLS SOCCER; WA; 5/9/18	59.00
10E100 1500 3191 00 000000	IP0516 Donlon, Gerald	05/16/2018	1316474 BASEBALL; GE; 5/14/18	64.00
10E100 1500 3191 00 000000	IP0516 Fonseca, Ben	05/16/2018	1316475 BASEBALL; SE; 5/8/18	61.00
10E100 1500 3191 00 000000	IP0516 Frey, Harold	05/16/2018	1316476 SOFTBALL; ROLLING MEADOWS; 5/10/18	64.00
10E100 1500 3191 00 000000	IP0516 Gipson, Stu	05/16/2018	1316477 SOFTBALL; EA; 5/11/18	64.00
10E100 1500 3191 00 000000	IP0516 Guidara, Tom	05/16/2018	1316478 GIRLS SOCCER; STREAMWOOD; 5/8/18	95.00
10E100 1500 3191 00 000000	IP0516 Hall, Dan	05/16/2018	1316479 SOFTBALL; BARTLETT; 5/8/18	61.00
10E100 1500 3191 00 000000	IP0516 Hanley, Jordan	05/16/2018	1316480 GIRLS SOCCER; STREAMWOOD; 5/8/18	95.00
10R000 1720 0000 00 030000	IP0516 Hernandez, Maria	05/16/2018	1316481 DRIVERS ED REFUND; ID #42334	350.00
10E100 1500 3191 00 000000	IP0516 Herrera, JR, Carlos	05/16/2018	1316482 GIRLS SOCCER; EA; 5/11/18	59.00
10E100 1500 3191 00 000000	IP0516 Hommowun, Chris	05/16/2018	1316483 BASEBALL; GE; 5/14/18	64.00
10R000 1720 0000 00 030000	IP0516 Khamisi, Mahin	05/16/2018	1316484 DRIVERS ED REFUND; ID #41601	50.00
10E100 1500 3191 00 000000	IP0516 Lachowicz, Michael	05/16/2018	1316485 BASEBALL; STCN; 5/12/18	106.00
10E100 1500 3191 00 000000	IP0516 Liveris/official, Randy	05/16/2018	1316486 BOYS VOLLEYBALL; GE; 5/8/18	89.00
10E100 1500 3191 00 000000	IP0516 Minardi, Rick	05/16/2018	1316487 SOFTBALL; WA; 5/9/18	64.00

ACCOUNT	BATCH	CHECK	CHECK INVOICE	AMOUNT
NUMBER	NUMBER VENDOR	DATE	NUMBER DESCRIPTION	
10E100 1500 3191 00 000000	IP0516 O'Leary, Marty	05/16/2018	1316488 SOFTBALL; WA; 5/9/18	64.00
10E100 1500 3191 00 000000	IP0516 Panka, Art	05/16/2018	1316489 BASEBALL; STCN; 5/12/18	106.00
10E100 1500 3191 00 000000	IP0516 Person/official, Bert	05/16/2018	1316490 BASEBALL; SE; 5/9/18	64.00
10E100 1500 3191 00 000000	IP0516 Powers, Mike	05/16/2018	1316491 TRACK/X-COUNTRY OFFICIALS ASSIGNMENT FEES	45.00
10E100 1500 3191 00 000000	IP0516 Quathamer/official, Richard	05/16/2018	1316492 GIRLS SOCCER; MARTON; 5/10/18	59.00
10E100 1500 3191 00 000000	IP0516 Ryan, Bob	05/16/2018	1316493 BASEBALL; SE; 5/9/18	64.00
10E100 1500 3191 00 000000	IP0516 Siekierski, Mark	05/16/2018	1316494 GIRLS SOCCER; BURLINGTON CENTRAL; 5/12/18	59.00
10E100 1500 3191 00 000000	IP0516 Solis, Adrian	05/16/2018	1316495 BASEBALL; SE; 5/8/18	61.00
10E100 1500 3191 00 000000	IP0516 Sterling, Ken	05/16/2018	1316496 BASEBALL; LARKIN; 5/11/18	61.00
10E100 1500 1504 00 000000	IP0516 Stone, Brian	05/16/2018	1316497 BOYS VOLLEYBALL; STREAMWOOD; BG BOARD; 5/3/18	40.00
10E100 1500 1504 00 000000	IP0516 Stone, Brian	05/16/2018	1316497 BOYS VOLLEYBALL; GLENBARD EAST; BG BOARD; 5/8/18	40.00
10E100 1500 3191 00 000000	IP0516 Wilkerson, Robbie	05/16/2018	1316498 BASEBALL; SE; 5/10/18	106.00
10E100 1500 3191 00 000000	IP0522 Cantore, Joe	05/22/2018	1316499 BASEBALL; GE; 5/15/18	61.00
10E100 1500 3191 00 000000	IP0522 Costa, Richard	05/22/2018	1316500 BASEBALL; ELGIN; 4/30/18	64.00
10E950 2210 3190 00 950000	ip0522 Damm, Courtney	05/22/2018	1316501 ESL tuition reimbursement; \$75/credit hour	525.00
10E950 2210 3190 00 950000	ip0522 Debs, Brigitte	05/22/2018	1316502 \$75/credit hour for ESL endorsement course reimbursement	525.00
10E100 1500 6420 00 000000	ip0522 EASTERN ILLINOIS UNIV	05/22/2018	1316503 Room and board for State boys track qualifiers and coaches; 5/24/18-5/25/18	150.00
10E100 1500 3191 00 000000	IP0522 Fletcher, Brian	05/22/2018	1316504 BASEBALL; GE; 5/15/18	61.00
10E950 2210 2001 00 950000	ip0522 Jonesi, Alison	05/22/2018	1316505 \$75x4 credit hours; ESL tuition reimbursement	300.00
10E100 1500 3191 00 000000	IP0522 Kochniarczyk, Don	05/22/2018	1316506 SOFTBALL; GLENBARD EAST; 5/16/18	64.00
10E100 1500 3191 00 000000	IP0522 LAYMAN, PAUL	05/22/2018	1316507 BASEBALL; GE; 5/16/18	106.00
10E100 1500 6420 00 000000	ip0522 McLeland, D.	05/22/2018	1316508 Per diem for state track competition; 5/24-5/26/18	224.00
10E931 1220 3190 00 931000	ip0522 Mistretta, Megan	05/22/2018	1316509 College Acceptance/Employment Celebration - Center Cafe Supplies	68.67
10E931 1220 3190 00 931000	ip0522 Mistretta, Megan	05/22/2018	1316509 Student Accommodations for social emotional support	106.44

ACCOUNT NUMBER	BATCH NUMBER	VENDOR	CHECK DATE	CHECK NUMBER	INVOICE DESCRIPTION	AMOUNT
10E100 1500 3191 00 000000	IP0522	PEDERSEN, JOHN	05/22/2018	1316510	SOFTBALL; GE; 5/16/18	64.00
10E074 1000 4000 00 000000	IP0522	Poulterer, Mark	05/22/2018	1316511	PHOTO BOOKS	332.01
10E100 1500 3191 00 000000	IP0522	Rauch, Roger	05/22/2018	1316512	SOFTBALL; SE; 5/15/18	64.00
10E100 1500 3191 00 000000	IP0522	Rosenthal, Rich	05/22/2018	1316513	SOFTBALL; SE; 5/15/18	64.00
10E100 1500 3191 00 000000	IP0522	Schenck, Pat	05/22/2018	1316514	BASEBALL; GE; 5/16/18	106.00
20E000 2540 3401 00 000000	IP0522	VERIZON WIRELESS	05/22/2018	1316515	5/8/18-6/17/18 CELL PHONE; SUPT	177.52
10E100 1500 3191 00 000000	IP0525	Finstein, Mark	05/25/2018	1316516	BASEBALL; STCE; 5/18/18	64.00
10E100 1500 3191 00 000000	IP0525	Kingsley, Brian	05/25/2018	1316517	BASEBALL; STCE; 5/18/18	64.00
10E931 1220 3190 00 931000	ip0525	West Chicago Park District	05/25/2018	1316518	ESY Turtle Splash/Outings; 6/5/18, 6/12/18 and 6/18/18	378.00
20E000 2540 3401 00 000000	IP0530	At&t	05/30/2018	1316519	5/16/18-6/15/18 FIRE PANEL	265.18
20E000 2540 3401 00 000000	IP0530	At&t	05/30/2018	1316519	5/16/18-6/15/18 PHONE SVC	706.26
20E000 2540 4687 00 000000	IP0530	McLeland, D.	05/30/2018	1316520	STATE TRACK TOURNAMENT FUEL	25.00
10E100 1500 4000 00 000000	ip0530	USTFCCCA	05/30/2018	1316521	TFA305 Endurance Event Specialist Certification	450.00
Totals for checks						10,121.37

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	ED FUND	0.00	400.00	8,547.41	8,947.41
20	OPER & MAINT	0.00	0.00	1,173.96	1,173.96
***	Fund Summary Totals ***	0.00	400.00	9,721.37	10,121.37

***** End of report *****

**COMMUNITY HIGH SCHOOL
DISTRICT 94
West Chicago, Illinois**

**TREASURER'S REPORT
FOR MONTH ENDING MAY 2018**

FUND	CASH BALANCE Thru 4/30/2018	RECEIPTS May 2018	DISBURSEMENTS May 2018	CASH BALANCE Thru 5/31/2018	INVESTMENTS AT COST Thru 5/31/2018
EDUCATIONAL	\$ (296,321.45)	\$ 2,925,695.46	\$ 2,681,126.29	\$ (51,752.28)	\$ 4,229,774.93
OPERATIONS & MAINTENANCE	\$ (726,861.67)	\$ 149,754.75	\$ 321,444.82	\$ (898,551.74)	\$ 2,078,341.70
DEBT SERVICES	\$ 899,513.70	\$ 115,273.23	\$ 115,273.23	\$ 899,513.70	\$ 908,142.47
TRANSPORTATION	\$ (121,013.04)	\$ 313,658.23	\$ 172,409.08	\$ 20,236.11	\$ 493,418.81
I.M.R.F.	\$ (16,920.90)	\$ 76,005.40	\$ 58,518.88	\$ 565.62	\$ 83,286.72
SOCIAL SECURITY/MEDICARE	\$ (23,366.94)	\$ 78,797.44	\$ 58,172.83	\$ (2,742.33)	\$ 16,471.31
CAPITAL IMPROVEMENTS 2017	\$ (898,909.64)	\$ 52,961.52	\$ 337,493.35	\$ (1,183,441.47)	\$ 9,294,933.01
CAP IMPROVEMENTS	\$ 11,824.80	\$ 0.01	\$ -	\$ 11,824.81	\$ 1,193.41
WORKING CASH	\$ 1,168,766.17	\$ -	\$ -	\$ 1,168,766.17	\$ 910,912.87
TORT	\$ 129,458.42	\$ 15,726.40	\$ 12,695.48	\$ 132,489.34	\$ 110,853.28
TOTAL	\$ 126,169.45	\$ 3,727,872.44	\$ 3,757,133.96	\$ 96,907.93	\$18,127,328.51
Monthly Invest. Int., Adj. & Fees/YTD Interest thru 5/31/18 <i>(included in revenue and investment totals)</i>	\$ 557,950.72	22,145.10	13.45		\$ 580,082.37
PLUS INVESTMENTS				\$18,127,328.51	
TOTAL YEAR-TO-DATE CASH AND INVESTMENTS AS OF MAY 31, 2018				\$ 18,224,236.44	

Kevin Kotche, Treasurer

Date

**COMMUNITY HIGH SCHOOL DISTRICT 94
STATEMENT OF POSITION
FINANCIAL REPORT
FOR PERIOD ENDING May 31, 2018**

Percent of Fiscal Year Complete: 91.67

ASSETS	IMPREST, PETTY CASH & SCHLSHP	CASH BALANCES	INVESTMENT BALANCES	ACCOUNTS RECEIVABLE	AUDIT ENTRY	TOTAL ASSETS
EDUCATIONAL	16,188	(51,752)	4,229,775			4,194,211
OPERATIONS & MAINTENANCE		(898,552)	2,078,342			1,179,790
DEBT SERVICES		899,514	908,142			1,807,656
TRANSPORTATION		20,236	493,419			513,654
MUNICIPAL RETIREMENT		566	83,287			83,852
SOCIAL SECURITY/MEDICARE		(2,742)	16,471			13,729
CAPITAL IMPROVEMENTS 2017		(1,183,441)	9,294,933	4,599		8,116,091
CAPITAL IMPROVEMENTS		11,825	1,193			13,018
WORKING CASH		1,168,766	910,913			2,079,679
TORT		132,489	110,853			243,342
TOTAL	16,188	96,908	18,127,329	4,599	-	18,245,022

LIABILITIES AND FUND EQUITY	TAX WARRENTS	ACCOUNTS PAYABLE	ENCUMBERED PAYABLES	OTHER PAYABLES	FUND EQUITY	TOTAL LIABILITY AND FUND EQUITY
EDUCATIONAL		(31,137)	371,152		3,854,195	4,194,211
OPERATIONS & MAINTENANCE		(5,299)	160,015		1,025,074	1,179,790
DEBT SERVICES			179,200		1,628,456	1,807,656
TRANSPORTATION			177,537		336,117	513,654
MUNICIPAL RETIREMENT					83,852	83,852
SOCIAL SECURITY/MEDICARE		(235)			13,964	13,729
CAPITAL IMPROVEMENTS 2017		7,593	378,640		7,729,857	8,116,091
CAPITAL IMPROVEMENTS					13,018	13,018
WORKING CASH					2,079,679	2,079,679
TORT					243,342	243,342
TOTAL	-	(29,077)	1,266,543	-	17,007,555	18,245,022

RECEIPTS	BUDGET 2017 - 2018	CURRENT REVENUES	Y.T.D. REVENUES	OTHER RECEIPTS	UNREALIZED BALANCE	PERCENT REALIZED
EDUCATIONAL	24,031,122	1,509,745	15,749,258		8,281,864	65.54%
OPERATIONS & MAINTENANCE	3,260,221	147,173	1,786,076		1,474,145	54.78%
DEBT SERVICES	2,779,909	116,369	1,582,734		1,197,175	56.93%
TRANSPORTATION	1,519,072	43,853	1,051,705		467,367	69.23%
MUNICIPAL RETIREMENT	497,528	32,108	287,201		210,327	57.73%
SOCIAL SECURITY/MEDICARE	473,406	33,798	286,295		187,111	60.48%
CAPITAL IMPROVEMENTS 2017	9,203,000	1,878	9,373,883		(170,883)	101.86%
CAPITAL IMPROVEMENTS	-	52,963	275,014		(275,014)	2.99%
WORKING CASH	2,500	1,148	10,231		(7,731)	409.24%
TORT	158,513	15,848	125,861		32,651	79.40%
TOTAL	41,925,270	1,954,884	30,528,257	-	11,397,013	72.82%

DISBURSEMENTS	BUDGET 2017 - 2018	CURRENT EXPENDITURES	Y.T.D. EXPENDITURES	CURRENT ENCUMBERED	UNENCUMBERED BALANCE	PERCENT ENCUMBERED
EDUCATIONAL	24,019,888	1,891,029	22,338,866	371,152	1,309,870	93.00%
OPERATIONS & MAINTENANCE	3,257,840	179,295	2,589,081	160,015	508,745	79.47%
DEBT SERVICES	2,737,500	-	2,835,497	179,200	(277,197)	103.58%
TRANSPORTATION	1,512,750	135,144	1,140,779	177,537	194,435	75.41%
MUNICIPAL RETIREMENT	493,516	40,637	425,710		67,806	86.26%
SOCIAL SECURITY/MEDICARE	466,573	41,323	439,438		27,135	94.18%
CAPITAL IMPROVEMENTS 2017	8,000,000	338,874	1,528,586	378,640	6,092,774	19.11%
CAPITAL IMPROVEMENTS	-	-	10,850		(10,850)	0.14%
WORKING CASH	2,500	-	-		2,500	0.00%
TORT	267,975	5,796	201,079		66,896	75.04%
TOTAL	40,758,542	2,632,098	31,509,884	1,266,543	7,982,115	77.31%

FUND BALANCE	JULY 1 EQUITY	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE EXPENDITURES	CURRENT ENCUMBERED	OTHER ACTIVITY	*CURRENT EQUITY
EDUCATIONAL	10,814,955	15,749,258	22,338,866	371,152		3,854,195
OPERATIONS & MAINTENANCE	1,988,093	1,786,076	2,589,081	160,015		1,025,074
DEBT SERVICES	3,060,419	1,582,734	2,835,497	179,200		1,628,456
TRANSPORTATION	602,728	1,051,705	1,140,779	177,537		336,117
MUNICIPAL RETIREMENT	222,362	287,201	425,710			83,852
SOCIAL SECURITY/MEDICARE	167,107	286,295	439,438			13,964
CAP IMPROVEMENTS 2017	-	9,373,883	1,528,586	378,640		7,466,656
CAPITAL IMPROVEMENTS	12,055	275,014	10,850			276,219
WORKING CASH	2,069,448	10,231	-			2,079,679
TORT	318,560	125,861	201,079			243,342
TOTAL	19,255,728	30,528,257	31,509,884	1,266,543		17,007,555

**COMMUNITY HIGH SCHOOL DISTRICT 94
STATEMENT OF REVENUE AND EXPENDITURES
YTD ENDING
MAY 31, 2018**

PERCENT OF FISCAL YEAR COMPLETED:91.67

DISTRICT 94 REVENUE & EXPENDITURE REPORT

MAY 31, 2018

FUND

BEGINNING FUND BALANCE

EDUCATION	O & M	DEBT SVC	TRANSP	IMRF	SSM	ALL CAP IMPRV	WRK CASH	TORT	TOTAL ALL
\$ 10,814,955	\$ 1,988,093	\$ 3,060,419	\$ 602,728	\$ 222,362	\$ 167,107	\$ 12,055	\$ 2,069,448	\$ 318,560	\$ 19,255,728

REVENUE BUDGET

\$ 24,031,122	\$ 3,260,221	\$ 2,779,909	\$ 1,519,072	\$ 497,528	\$ 473,406	\$ 9,203,000	\$ 2,500	\$ 158,513	\$ 41,925,270
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RECEIPTS

1. CORPORATE P. P. REPLACEMENT TAX	\$ 434,852	\$ 41,565		\$ 28,954	\$ 66,023	\$ 79,216	\$ 247,427	\$ 41,254	\$ 939,292	
2. SUMMER PROGRAM FEES	76,866								76,866	
3. EARNINGS ON TAXES/ INVESTMENTS	128,865	11,165	9,323	5,423	1,174	420	13	10,231	233	
4. BOND PRINCIPAL AND INTEREST 2017			96,290				9,373,883		9,470,173	
5. PUPIL & COMMUNITY SERVICES	932,556								932,556	
6. FACILITY RENTALS		32,737							32,737	
7. IMPACT FEES/P.U.D/LAND CASH DONATE							27,573		27,573	
8. EVIDENCE BASED FUNDING (EBF)	2,536,347								2,536,347	
9. STATE/ CATEGORICAL AID /GRANTS FY18	964,664			562,210					1,526,875	
10. ARRA AID/ARRA FEDERAL FUNDING	-								-	
11. FEDERAL AID/GRANTS FY18 LATE PMTS	985,923								985,923	
12. PROPERTY TAXES - ED. FUND-TORT	8,740,311	1,563,052	1,362,656	417,843	202,247	189,927		77,523	12,553,559	
13. PROPERTY TAXES - SPEC'L EDUCATION	113,957								113,957	
14. PERMANENT TRANSFER OF INTEREST/EQ									-	
15. CURRENT YEAR LEVY-ADVANCED TAXES	777,946	137,348	114,464	36,725	17,757	16,732		6,851	1,107,822	
16. FLOW-THRU/VENDOR REVENUE/MISC REV	56,971	209		550					57,730	
TOTAL REVENUE REALIZED	\$ 15,749,258	\$ 1,786,076	\$ 1,582,734	\$ 1,051,705	\$ 287,201	\$ 286,295	\$ 9,648,897	\$ 10,231	\$ 125,861	\$ 30,528,257
<i>PERCENT REVENUE REALIZED (Actual/Budget)</i>	<i>65.54%</i>	<i>54.78%</i>	<i>56.93%</i>	<i>69.23%</i>	<i>57.73%</i>	<i>60.48%</i>	<i>104.85%</i>	<i>409.24%</i>	<i>79.40%</i>	<i>72.82%</i>

EXPENDITURE BUDGET

\$ 24,019,888	\$ 3,257,840	\$ 2,737,500	\$ 1,512,750	\$ 493,516	\$ 466,573	\$ 8,000,000	\$ 2,500	\$ 267,975	\$ 40,758,542
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DISBURSEMENTS

1. SALARIES	\$ 14,276,947	\$ 1,029,290					\$ 91,953		\$ 15,398,189.41	
2. BENEFITS	3,654,083	226,698					6,403		3,887,184	
3. EMPLOYER IMRF					425,710				425,710	
4. EMPLOYER FICA						228,173			228,173	
5. EMPLOYER MEDICARE						211,265			211,265	
6. PURCHASED SERVICES/CONTRACTS REG	1,945,949	221,593		533,686			78,950		2,780,179	
7. PURCHASED SERVICES/MINI BUSES									-	
8. PURCHASED SERVICES/SPECIAL ED				493,027					493,027	
9. PURCHASED SERVICES/TCD				61,926					61,926	
10. FUEL ADJ/EARLY DISMISSAL/FIELD TRIP				52,139					52,139	
12. UNEMPLOYMENT INSURANCE								11,109	11,109	
13. SCHOOL BOND FINANCIAL SERVICES									-	
14. TREASURER BOND								11,265	11,265	
15. WORKERS COMPENSATION								80,450	80,450	
16. GENERAL LIABILITY INSURANCE								96,933	96,933	
17. STUDENT ACCIDENT INSURANCE								1,322	1,322	
18. UTILITIES		634,376							634,376	
19. SUPPLIES & MATERIALS	468,378	168,781							637,159	
20. TAX PAYMENTS									-	
21. CAPITAL/NON-CAPITAL EQUIPMENT/FURN	336,111	306,713					1,362,130		2,004,954	
22. CAPITAL CONTRACTS/ IMPROVEMENTS		1,581							1,581	
23. CAPITAL LEASE EXPENSE									-	
24. BOND INTEREST EXPENSE			161,328						161,328	
25. DUES, FEES AND INVESTMENT COSTS	86,671	49	4,169						90,890	
26. REDEMPTION OF PRINCIPAL			2,670,000						2,670,000	
27. PERMANENT TRANSFERS - INTEREST/EQ									-	
28. TUITION & SPEC ED COST/(TUITION RFND)	1,570,216								1,570,216	
29. RETIREMENT BENEFITS/OTHER	510								510	
TOTAL EXPENDITURES DISBURSED	\$ 22,338,866	\$ 2,589,081	\$ 2,835,497	\$ 1,140,779	\$ 425,710	\$ 439,438	\$ 1,539,436	\$ 201,079	\$ 31,509,884	
<i>Encumbered Expenditures</i>	<i>\$ 371,152</i>	<i>\$ 160,015</i>	<i>\$ 179,200</i>	<i>\$ 177,537</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 378,640</i>	<i>\$ -</i>	<i>\$ 1,266,543</i>	
<i>PERCENT DISBURSED PLUS ENCUMBERED(Total/Budget)</i>	<i>93.00%</i>	<i>84.38%</i>	<i>110.13%</i>	<i>87.15%</i>	<i>86.26%</i>	<i>94.18%</i>	<i>23.98%</i>	<i>0.00%</i>	<i>75.04%</i>	<i>80.42%</i>

EXCESS OF REVENUE/(EXPENDITURES)

\$ (6,589,608)	\$ (803,004)	\$ (1,252,763)	\$ (89,074)	\$ (138,509)	\$ (153,143)	\$ 8,109,461	\$ 10,231	\$ (75,218)	\$ (981,627)
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ENDING FUND BALANCE *

\$ 3,854,195	\$ 1,025,074	\$ 1,628,456	\$ 336,117	\$ 83,852	\$ 13,964	\$ 7,742,875	\$ 2,079,679	\$ 243,342	\$ 17,007,555
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FUND

EDUCATION	O & M	DEBT SVC	TRANSP	IMRF	SSM	ALL CAP IMPRV	WRK CSH	TORT	TOTAL ALL
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3 YEAR BUDGET/ACTUAL TOTAL
SUMMARY OF AMENDED CURRENT YEAR BUDGET

May 31, 2018

DEPARTMENT/SUMMARY	FUND	#	DEPT	15 ACTUAL	16 ACTUAL	17 ACTUAL	% CHANGE	18 BUDGET	% CHANGE	18 ACTUAL	YTD %
GENERAL H.S.	10	1	TTL	163,899	147,432	126,695	-60.06%	369,100	-191.33%	105,640	28.62%
HMBD TUTORS	10	2	TTL	53,926	36,002	37,400	-6.54%	37,200	-3.33%	37,355	100.42%
ART	10	3	TTL	238,287	233,574	252,079	-3.29%	266,212	-13.97%	230,105	86.44%
SCIENCE	10	4	TTL	1,132,241	1,261,501	1,288,187	-9.79%	1,357,256	-7.59%	1,268,600	93.47%
DRIVER'S ED	10	5	TTL	225,170	146,878	153,727	-14.07%	164,058	-11.70%	233,576	142.37%
ENGLISH	10	6	TTL	1,504,422	1,569,209	1,552,387	-3.06%	1,551,974	1.10%	1,486,541	95.78%
FOREIGN LANG	10	7	TTL	622,480	657,811	633,862	-6.93%	632,591	3.83%	627,885	99.26%
HEALTH ED	10	8	TTL	1,938	962	1,688	93.78%	2,625	-172.88%	160	6.11%
MATHEMATICS	10	9	TTL	1,516,614	1,492,933	1,537,793	1.02%	1,549,868	-3.81%	1,469,959	94.84%
MUSIC	10	10	TTL	239,396	234,840	239,732	4.38%	262,361	-11.72%	242,419	92.40%
MUSIC INITIATIVE	10	10	TTL	-	-	24,999	-	-	0.00%	4,206	0.00%
PHYSICAL DEV	10	11	TTL	1,123,465	1,212,245	1,227,552	-0.50%	1,195,294	1.40%	1,001,262	83.77%
SOC STUDIES	10	13	TTL	1,294,648	1,417,983	1,465,961	-7.89%	1,518,400	-7.08%	1,463,614	96.39%
TECHNOLOGY	10	14	TTL	724,375	814,149	903,063	-9.67%	983,566	-20.81%	941,773	95.75%
MCCORMICK DEMO	10	16	TTL	-	0	-	0.00%	-	100.00%	-	0.00%
DEV LEARNING	10	22	TTL	3,481,469	4,023,729	4,122,903	-2.32%	4,105,257	-2.03%	4,015,127	97.80%
ADULT ED - LOCAL	10	28	TTL	7,618	-	-	-29.14%	10,000	0.00%	-	0.00%
SUMR ADLT ED	10	29	TTL	2,109	3,960	6,457	-49.18%	6,650	-67.94%	19,451	292.50%
BUSINESS ED	10	30	TTL	547,649	543,543	484,521	1.46%	479,041	11.87%	490,712	102.44%
FACS	10	32	TTL	254,816	268,654	257,571	2.15%	169,162	37.03%	214,309	126.69%
IND ARTS-TECH ED	10	34	TTL	150,372	134,984	133,908	16.06%	124,944	7.44%	82,194	65.78%
B T I	10	35	TTL	345	153	-	-13.67%	150	1.93%	-	0.00%
PHOTOGRAPHY	10	36	TTL	14,926	-	-	-	-	-	-	0.00%
SUMMER SCH/R	10	40	TTL	63,990	106,534	67,248	13.05%	72,300	32.13%	41,539	57.45%
SUMMER SPORTS C	10	41	TTL	44,444	44,600	47,564	-1.24%	45,000	-0.90%	36,108	80.24%
BILINGUAL	10	45	TTL	518,222	541,136	492,596	-2.28%	512,430	5.30%	490,155	95.65%
SOCIAL WORKE	10	50	TTL	341,209	210,863	201,735	93.45%	205,872	2.37%	191,265	92.90%
GUIDANCE DEP	10	51	TTL	653,440	634,252	683,429	6.11%	697,170	-9.92%	662,436	95.02%
SCHOOL NURSE	10	52	TTL	176,998	173,991	175,876	10.78%	180,335	-3.65%	165,188	91.60%
PSYC SERVICE	10	53	TTL	151,563	161,158	170,537	-7.00%	164,062	-1.80%	139,486	85.02%
AVID PROGRAM	10	54	TTL	133,626	156,091	186,780	-24.29%	202,075	-29.46%	184,564	91.33%
SPEECH PATH/AUDI	10	55	TTL	59,907	62,717	64,303	0.00%	66,123	-5.43%	62,323	-3.04%
LEARNING RES	10	61	TTL	287,778	272,085	248,928	-0.44%	259,020	4.80%	237,176	91.57%
STAFF & CURR DEV	10	62	TTL	217,781	239,438	264,787	-20.15%	274,614	-14.69%	154,971	56.43%
UTTERBACK DONAT	10	64	TTL	16,255	21,489	2,735	-6.52%	-	100.00%	-	0.00%
ASST PRINCIPAL	10	69	TTL	1,063,106	1,083,594	1,016,334	2.62%	1,184,371	-9.30%	1,078,202	91.04%
PRINCIPAL	10	70	TTL	769,880	752,324	743,203	0.09%	721,624	4.08%	698,531	96.80%
SUPT OFFICE	10	71	TTL	298,514	303,749	331,123	-5.18%	346,189	-13.97%	305,796	88.33%
DIR OF PRSNL	10	72	TTL	248,118	257,225	224,279	2.89%	249,282	3.09%	218,752	87.75%
COMM RELATIONS	10	73	TTL	36,939	57,398	59,057	-40.77%	62,925	-9.63%	56,373	89.59%
ED FOUNDATIO	10	74	TTL	2,125	2,382	1,372	0.00%	2,500	-4.94%	7,969	0.00%
BOARD OF ED	10	75	TTL	148,375	158,611	167,319	-8.75%	181,625	-14.51%	184,431	101.55%
DIR OF BUSIN	10	80	TTL	160,500	162,550	145,341	-1.76%	153,104	5.81%	147,963	4.74%
CAFETERIA	10	82	TTL	17,167	8,153	11,454	-71.39%	50,500	-519.43%	7,265	14.39%
EMP BENEFITS	10	83	TTL	49,170	19,903	37,545	7.36%	47,200	-137.14%	4,609	9.76%
FISCAL SVCS	10	85	TTL	287,453	311,793	83 294,099	-10.25%	321,417	-3.09%	267,359	83.18%
MIS	10	90	TTL	343,126	326,143	313,285	3.18%	341,383	-4.67%	267,925	78.48%
PMT OTH DIST	10	97	TTL	1,089,255	423,660	437,969	24.54%	489,500	-15.54%	781,564	159.67%

3 YEAR BUDGET/ACTUAL TOTAL
SUMMARY OF AMENDED CURRENT YEAR BUDGET

DEPARTMENT/SUMMARY	FUND	#	DEPT	15 ACTUAL	16 ACTUAL	17 ACTUAL	% CHANGE	18 BUDGET	% CHANGE	18 ACTUAL	YTD %
ATH/INTERSCH	10	100	TTL	867,834	839,814	830,543	3.74%	826,324	1.61%	782,752	94.73%
AQUATICS	10	102	TTL	-	-	-	-	-	0.00%	-	0.00%
INTERSCHOLAS	10	104	TTL	215,199	252,749	227,398	-17.77%	251,825	0.37%	199,993	79.42%
ADULT ED - STATE	10	902	TTL	84,683	800	92,565	-3.59%	92,565	-11470.90%	97,580	105.42%
CTEIG	10	903	TTL	45,873	45,731	46,226	-0.21%	46,226	-1.08%	45,432	98.28%
BILING TBE	10	904	TTL	91,056	97,819	106,798	-4.69%	106,795	-9.18%	85,565	80.12%
A E & L	10	905	TTL	25,129	3,367	29,996	0.00%	29,996	-790.97%	32,200	107.35%
C PERKINS	10	906	TTL	34,507	31,319	38,995	0.96%	37,700	-20.38%	27,093	71.86%
TITLE 1-LOW	10	908	TTL	244,986	340,496	357,360	-25.69%	355,319	-4.35%	226,625	63.78%
ISLG GRANT	10	925	TTL	1,568	1,476	1,177	0.00%	1,500	-1.63%	1,275	85.02%
MEDICAID DIRECT D	10	929	TTL	124,915	42,480	72,148	-24.37%	50,000	-17.70%	60,910	121.82%
IDEA 94-142 FLOW-T	10	930	TTL	356,095	395,255	462,861	-34.55%	462,861	-17.10%	375,208	81.06%
ADM OUTREACH	10	931	TTL	12,561	27,778	20,173	-60.27%	20,173	27.38%	13,351	66.18%
TEACHER QUALITY	10	932	TTL	41,370	10,608	27,836	-0.10%	29,977	-182.58%	36,805	122.78%
FED ADULT ED	10	944	TTL	75,317	72,539	77,550	0.00%	77,550	-6.91%	150	0.19%
LEARN SERVE	10	945	TTL	-	-	-	-	-	-	-	0.00%
EL/CIVICS	10	946	TTL	-	-	-	-	-	-	-	0.00%
LIPLEPS	10	950	TTL	18,780	19,971	11,746	-13.09%	11,746	41.19%	20,167	171.69%
BILINGUAL - IEP	10	951	TTL	2,336	3,015.10	3,539	-7.15%	3,000	0.50%	6,926	230.85%
O&M FUND	20	0	TTL	2,542,962	2,805,202	3,610,425	-16.87%	3,257,840	-16.14%	2,589,081	79.47%
DEBT SVC FND	30	0	TTL	3,050,202	3,050,130	2,742,875	0.04%	2,737,500	10.25%	2,835,497	103.58%
TRANSPORTATION	40	0	TTL	1,311,851	1,271,828	1,291,882	-3.61%	1,432,750	-12.65%	1,087,419	75.90%
SCIENCE	40	4	TTL	(1,372)	(9)	(487)	-	-	100.00%	(1,428)	0.00%
ENGLISH	40	6	TTL	-	-	(505)	-	-	0.00%	-	0.00%
FOREIGN EXCH	40	7	TTL	686	135	623	-	-	100.00%	338	0.00%
MUSIC	40	10	TTL	-	308	-	-	-	0.00%	-	0.00%
PHYSICAL DEV	40	11	TTL	-	-	-	-	-	0.00%	-	0.00%
SOCIAL STUDIES	40	13	TTL	227	(1)	(122)	-	-	100.00%	185	0.00%
SPECIAL ED	40	22	TTL	-	-	-	-	-	0.00%	-	0.00%
BUSINESS ED	40	30	TTL	-	(105)	-	-	-	0.00%	-	0.00%
FACS	40	32	TTL	-	181	-	-	-	0.00%	-	0.00%
PHOTOGRAPHY	40	36	TTL	-	-	-	-	-	0.00%	-	0.00%
ATH/INTERSCH	40	100	TTL	69,012	73,381	60,270	0.00%	80,000	-9.02%	53,864	67.33%
PEP BUS	40	104	TTL	5,903	2,555	6,714	0.00%	-	100.00%	400	100.00%
IMRF	50	0	TTL	472,385	463,758	468,364	-1.96%	493,516	-6.42%	425,710	86.26%
SOC SEC & MEDCAR	51	0	TTL	454,114	462,637	474,178	-1.75%	466,573	-0.85%	439,438	94.18%
CAP PROJ 2017	60	0	TTL	3,345,450	2,966,525	5,165,980	-9.72%	8,000,000	-169.68%	1,528,586	19.11%
CAPITAL PROJECTS	65	0	TTL	3,345,450	2,966,525	5,165,980	-9.72%	-	100.00%	10,850	0.00%
W/C	70	0	TTL	-	2,322	4,649	-	2,500	-	-	0.00%
TORT FUND	80	0	TTL	212,927	256,821	229,720	-30.45%	267,975	-4.34%	201,079	75.04%
TOTALS				\$ 37,531,114	\$ 37,199,790	\$ 42,466,839	-9.06%	\$ 40,758,542	3.28%	\$ 31,509,884	77.31%

**COMMUNITY HIGH SCHOOL
DISTRICT 94**
REVENUE AND EXPENDITURE REPORT
LOCAL, STATE, AND FEDERAL GRANTS
Ending May 31, 2018

Percentage of Fiscal Year:
91.67%

NAME	SOURCE	CODE	DEPT	CURRENT BUDGET	PRIOR YEAR REVENUE	FY 18 REVENUE	EXPENDITURES	ENCUMBERED	BALANCE	% UNREALIZED REVENUE
Adult Ed Summer School & Computer L	Local	132300	29	\$ 6,650		\$ 3,282	\$ 19,451		\$ (16,169)	51%
DuPage Foundation - Music Initiative	Local	199900	10	\$ -					\$ -	100%
Education Foundation/Leadership Mini	Local	199990	74/918	\$ 2,500		\$ 7,637	\$ 7,969		\$ (332)	100%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 46,226		\$ 31,536	\$ 45,432		\$ (13,896)	32%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 106,795	\$ 79,831	\$ 28,713	\$ 85,565		\$ (56,852)	73%
Adult Ed State Basic 3-1	State	340000	902	\$ 92,565	\$ 97,580		\$ 97,580		\$ (97,580)	100%
Adult Ed Performance	State	340100	905	\$ 29,996	\$ 32,200		\$ 32,200		\$ (32,200)	100%
State Library Grant	State	380000	925	\$ 1,500	\$ 1,275		\$ 1,275		\$ (1,275)	100%
Title 1 Low Income NCLB	Federal	430000	908	\$ 355,319	\$ 141,456	\$ 146,382	\$ 226,625	\$ 18,732	\$ (98,975)	59%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 462,861	\$ 92,723	\$ 362,341	\$ 375,208	\$ 4,213	\$ (17,081)	22%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 37,700		\$ 15,141	\$ 27,093		\$ (11,952)	60%
Adult Ed Federal Basic	Federal	480000	944	\$ 77,550	\$ 30,539		\$ 150		\$ (150)	100%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 50,000	\$ 8,484	\$ 108,859	\$ 60,910		\$ 47,949	-118%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 20,173		\$ 5,322	\$ 13,351		\$ (8,029)	74%
Bilingual - IEP	Federal	490500	951	\$ 3,000		\$ 1,263	\$ 6,926		\$ (5,663)	58%
Title III LIPLEPS	Federal	490900	950	\$ 11,746	\$ 8,178	\$ 19,138	\$ 20,167	\$ 1,266	\$ (2,294)	-63%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 29,977	\$ 9,869	\$ 20,311	\$ 36,805		\$ (16,494)	32%
TOTAL				\$ 1,334,557	\$ 502,135	\$ 749,925	\$ 1,056,706	\$ 24,210	\$ (330,991)	43.8%

** Special Ed Grants

COMMUNITY HIGH SCHOOL

DISTRICT 94

LOCAL, STATE, FEDERAL GRANTS
Ending May 31, 2018

Percent of Fiscal Year
En1.67%

May 2018

GRANT REVENUE

NAME	SOURCE	CODE	DEPT	GRANT BUDGET	PRIOR YR REVENUE	FY18 REVENUE	\$ UNREALIZED	% UNREALIZED	% REALIZED
Adult Ed Summer School & Compute	Local	132300	29	\$ 6,650	\$ -	\$ 3,282	\$ 3,368	51%	49%
DuPage Foundation - Music Initiative	Local	199900	10	\$ -	\$ -	\$ -	\$ -	0%	0%
Education Foundation/Leadership Mi	Local	199990	74/918	\$ 2,500	\$ -	\$ 7,637	\$ (5,137)	-205%	305%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 46,226	\$ -	\$ 31,536	\$ 14,690	32%	68%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 106,795	\$ 79,831	\$ 28,713	\$ 78,082	73%	27%
Adult Ed State Basic 3-1	State	340000	902	\$ 92,565	\$ 97,580	\$ -	\$ 92,565	100%	0%
Adult Ed Performance	State	340100	905	\$ 29,996	\$ 32,200	\$ -	\$ 29,996	100%	0%
State Library Grant	State	380000	925	\$ 1,500	\$ 1,275	\$ -	\$ 1,500	100%	0%
Title 1 Low Income NCLB	Federal	430000	908	\$ 355,319	\$ 141,456	\$ 146,382	\$ 208,937	59%	41%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 462,861	\$ 92,723	\$ 362,341	\$ 100,520	22%	78%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 37,700	\$ -	\$ 15,141	\$ 22,559	60%	40%
Adult Ed Federal Basic	Federal	480000	944	\$ 77,550	\$ 30,539	\$ -	\$ 77,550	100%	0%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 50,000	\$ 8,484	\$ 108,859	\$ (58,859)	-118%	218%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 20,173	\$ -	\$ 5,322	\$ 14,851	74%	26%
Bilingual IEP	Federal	490500	951	\$ 3,000	\$ -	\$ 1,263	\$ -	0%	0%
Title III LIPLEPS	Federal	490900	950	\$ 11,746	\$ 8,178	\$ 19,138	\$ (7,392)	-63%	163%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 29,977	\$ 9,869	\$ 20,311	\$ 9,666	32%	68%
TOTAL				\$ 1,334,557	\$ 502,135	\$ 749,925	\$ 584,632	43.8%	56.2%

* Amended Revenue activity may occur throughout FY17/18 impacting expenditure activity

GRANT EXPENDITURES

NAME	SOURCE	CODE	DEPT	GRANT BUDGET	EXPENDITURE	ENCUMBERED	BUDGET BALANCE	% UNENCUMBERED	% ENCUMBERED
Adult Ed Summer School & Compute	Local	132300	29	\$ 6,650	19,451			0%	293%
DuPage Foundation - Music Initiative	Local	199900	10	\$ -	-			0%	0%
Education Foundation/Leadership Mi	Local	199990	74/918	\$ 2,500	7,969			0%	319%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 46,226	45,432			0%	98%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 106,795	85,565			0%	80%
Adult Ed State Basic 3-1	State	340000	902	\$ 92,565	97,580			0%	105%
Adult Ed Performance	State	340100	905	\$ 29,996	32,200			0%	107%
State Library Grant	State	380000	925	\$ 1,500	1,275			0%	85%
Title 1 Low Income NCLB	Federal	430000	908	\$ 355,319	226,625	\$ 18,732		0%	69%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 462,861	375,208	\$ 4,213		0%	82%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 37,700	27,093	\$ -		0%	72%
Adult Ed Federal Basic	Federal	480000	944	\$ 77,550	150			0%	0%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 50,000	60,910			0%	122%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 20,173	13,351			0%	66%
Bilingual IEP	Federal	490500	951	\$ 3,000	6,926			0%	0%
Title III LIPLEPS	Federal	490900	950	\$ 11,746	20,167	\$ 1,266		0%	182%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 29,977	36,805			0%	123%
TOTAL				\$ 1,334,557	\$ 1,056,706	\$ 24,210	\$ -	0%	81%

** Special Ed Grants

**COMMUNITY HIGH SCHOOL
DISTRICT 94
PETTY CASH FUND
MAY 31, 2018**

This listing represents payments from the High School Cash Fund for May 31, 2018. Reimbursement for the following paid from this fund is hereby requested from the Board of Education of Community High School District 94, West Chicago, Illinois at its regular meeting on June 19, 2018.

<u>DATE PAID</u>	<u>PAID TO</u>	<u>FOR</u>	<u>AMOUNT</u>
May 16, 2018	Pedro Perez	Postage	\$ 46.00
Grand Total			<u>\$ 46.00</u>

Director of Business Services

June 13, 2018

Date

LOC	LOC	May 2017-18 Beginning Balance	May 2017-18 Debits	May 2017-18 Credits	May 2017-18 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
505	CHESS	1,623.73CR				1,623.73CR
506	SPED RECYC/SHRD	1,224.39CR				1,224.39CR
507	BEST BUDDIES	6,760.95CR	79.75	208.00	-128.25	6,889.20CR
508	CRTE ENT	541.24CR				541.24CR
511	ART COLLECTION	105.08CR				105.08CR
513	INTL CLUB	2,052.20CR	109.70		109.70	1,942.50CR
514	CHRONICLE	2,183.21CR	2.70		2.70	2,180.51CR
515	CHEERLEADING	3,896.40CR				3,896.40CR
516	DANCE PROD	2,180.25CR				2,180.25CR
517	SPEECH	2,965.71CR	6.95		6.95	2,958.76CR
518	FBLA	87.93CR	165.60	470.00	-304.40	392.33CR
520	GERMAN CLUB	31.74CR				31.74CR
521	FICA-SKILLS	1,311.07CR	4.35	197.37	-193.02	1,504.09CR
523	MATH TEAM	55.83CR				55.83CR
524	HORTICULTURE	3,535.48CR	309.75	1,228.13	-918.38	4,453.86CR
526	PEP CLUB	1,578.83CR				1,578.83CR
527	POMS	4,589.59CR	980.85	6,793.65	-5,812.80	10,402.39CR
528	SNOWBALL	2,376.76CR				2,376.76CR
529	SADD	1,662.78CR				1,662.78CR
530	EXCHANGE	5,380.72CR	1,749.89	1,556.90	192.99	5,187.73CR
531	SPANISH CLUB	3,685.59CR				3,685.59CR
533	STUDENT COUNCIL	29,056.15CR	14,578.16	320.00	14,258.16	14,797.99CR
534	SUNDRY	1,651.40CR				1,651.40CR
535	THESPIANS	4,291.03CR	2,414.15	5,815.93	-3,401.78	7,692.81CR
536	VOCATIONAL SIGN	1,836.54CR				1,836.54CR
537	YEARBOOK	4,895.99CR				4,895.99CR
538	BAND-JAZZ	1,254.77CR		600.50	-600.50	1,855.27CR
539	CHORAL-CHOIR	2,987.74CR	5.60	4,029.95	-4,024.35	7,012.09CR
540	ORCHESTRA	6,405.51CR		408.00	-408.00	6,813.51CR
541	INTERACT CLUB	2,388.58CR	1.45		1.45	2,387.13CR
542	ANL	2,013.73CR				2,013.73CR
543	WEGO CARES	939.97CR				939.97CR
544	SCHOLASTIC BOWL	890.36CR	53.97		53.97	836.39CR
545	PHOTGRAPHY	58.01CR				58.01CR
547	NHS	2,793.06CR	858.96		858.96	1,934.10CR
548	GSA	1,191.04CR	86.50	27.65	58.85	1,132.19CR
549	CREATIVE WRITNG	75.56CR		1,025.20	-1,025.20	1,100.76CR
550	ACTIVE DIR ACCT	1,121.88CR				1,121.88CR

LOC	LOC	May 2017-18 Beginning Balance	May 2017-18 Debits	May 2017-18 Credits	May 2017-18 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
551	TRANSITION CTR	2,927.85CR	118.12	100.00	18.12	2,909.73CR
552	TRI M	434.99CR				434.99CR
553	HAGGERTY FORD	10,535.33CR	1,615.70	2,000.00	-384.30	10,919.63CR
554	OLA'AS	538.32CR	4.15	20.00	-15.85	554.17CR
555	COMPASS	85.32CR				85.32CR
560	WEGO 2 AFR	32.52CR				32.52CR
561	SLC9 2 AFRICA	7,045.88CR	8,337.43	12,514.35	-4,176.92	11,222.80CR
562	PRESCHOOL	1,349.00CR	121.96	87.00	34.96	1,314.04CR
563	Teen Mom	119.87CR				119.87CR
564	HUMANITIES/SSS	5,700.00CR	3,000.00		3,000.00	2,700.00CR
566	ROAR	1,221.37CR	69.81		69.81	1,151.56CR
570	ADAMS EXPRESS	48.07CR	1,400.00	1,408.35	-8.35	56.42CR
572	SPORTSFEST	2,445.01CR	1,419.68	2,196.00	-776.32	3,221.33CR
573	TARGET	111.48CR				111.48CR
576	OUT/BD AT RISK	0.57CR				0.57CR
580	LOUIS RANSOM AR	497.00CR	1,000.00	565.00	435.00	62.00CR
582	STEP PROJECT	232.46CR		18.00	-18.00	250.46CR
583	STEPPERS	2,784.78CR	142.98	55.00	87.98	2,696.80CR
584	GREEN CLUB	666.57CR	165.00	513.46	-348.46	1,015.03CR
585	FRENCH CLUB	822.35CR	420.74		420.74	401.61CR
586	LRC BOOK CLUB	534.66CR	604.03	278.09	325.94	208.72CR
587	LIFESMARTS	750.00CR	1,254.15	500.00	754.15	4.15
589	CONSUMER ED	1.84CR				1.84CR
591	TECHNOLOGY	5.50CR				5.50CR
592	HABITAT FOR HUM	25.92CR				25.92CR
600	ATHLETIC TRAINR	1,716.84CR				1,716.84CR
601	BADMINTON	293.10CR	2.80	382.90	-380.10	673.20CR
602	BASEBALL	14,914.55CR	3,203.55	58.80	3,144.75	11,769.80CR
603	BOY'S BB	5,075.11CR	350.00	2,534.51	-2,184.51	7,259.62CR
604	BOY'S CROSS CTY	321.58CR				321.58CR
605	BOY'S SOCCER	524.92CR				524.92CR
606	BOY'S TENNIS	237.79CR		41.30	-41.30	279.09CR
607	BOY'S TRACK	1,869.24CR	1.45		1.45	1,867.79CR
608	GIRL'S FDR BB	204.19	152.70		152.70	356.89
609	FOOTBALL	1,911.18CR	205.93		205.93	1,705.25CR
610	GIRL'S BASKETBL	1,110.71CR	311.15	1,236.52	-925.37	2,036.08CR
611	GIRL'S CROSS CT	826.43CR		355.60	-355.60	1,182.03CR
612	GIRL'S SOCCER	4,364.62CR	4.25	266.70	-262.45	4,627.07CR

LOC	LOC	May 2017-18 Beginning Balance	May 2017-18 Debits	May 2017-18 Credits	May 2017-18 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
613	GIRL'S TENNIS	2,860.33CR				2,860.33CR
614	GIRL'S TRACK	1,146.27CR	1,037.28	3,178.68	-2,141.40	3,287.67CR
615	BOYS GOLF	1,287.91CR				1,287.91CR
616	MUSIC	7,005.58CR	1,679.15	77.00	1,602.15	5,403.43CR
617	SOFTBALL	4,065.00CR	417.07	432.63	-15.56	4,080.56CR
618	BOYS SWIM TEAM	577.97CR	180.00	143.98	36.02	541.95CR
619	GIRLS V-BALL	2,002.86CR	24.72		24.72	1,978.14CR
620	GIRL'S FDR VB	619.97CR				619.97CR
621	WRESTLING	1,317.03CR	4.15	654.63	-650.48	1,967.51CR
622	ATHLETIC DIR	66.85CR				66.85CR
623	GIRLS SWIM TEAM	1,437.86CR				1,437.86CR
624	GIRLS GOLF	782.18CR		79.10	-79.10	861.28CR
625	BOYS V-BALL	1,010.49CR	1.35	152.60	-151.25	1,161.74CR
---	*STUDENT ACTIVI	207,739.64CR	48,657.63	52,531.48	-3,873.85	211,613.49CR
Grand Equity To		207,739.64CR	48,657.63	52,531.48	-3,873.85	211,613.49CR

Number of Accounts: 89

***** End of report *****

Community High School District 94

Vendor List Update

May 31, 2018

95% Group Inc

Aurora Naper Transportation

Lynae Maciel

National Restaurant Association

News Literacy Project



David Blatchley, Director of Business Services

6-13-18

Date

**COMMUNITY HIGH SCHOOL DISTRICT 94
CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
FINANCIAL STATEMENT
YTD ENDING MAY 31, 2018**

SOURCE OF FUNDS	CAPITAL IMPROVEMENTS - BOND REFERENDUM
BEGINNING BALANCE	\$ -
REVENUE BUDGET	\$ 9,203,000
RECEIPTS	
1. BOND PRINCIPAL - BONDS SOLD SERIES 2017	\$ 9,290,561
2. BOND INTEREST - BOND SERIES 2017	\$ 80,322
3. ISSUANCE COSTS RESERVE - REFUND INVESTED	\$ 14,611
4. ISSUANCE COSTS RESERVE - RETURNED TO R. JAMES	\$ (11,611)
TOTAL REVENUE REALIZED	\$ 9,373,883
<i>PERCENT REVENUE REALIZED (Actual/Budget)</i>	<i>101.86%</i>
EXPENDITURE BUDGET	\$ 8,000,000.00
DISBURSEMENTS	
1. EARNINGS	\$ 36,885
2. INSURANCE	5,137
3. EMPLOYER IMRF	4,441
4. EMPLOYER FICA	2,287
5. EMPLOYER MEDICARE	535
6. PURCHASED SERVICES - BOND ISSUANCE	78,950
7. CAPITAL 2018 RENOVATIONS	892,902
8. CAPITAL 2018 GYM BLEACHERS	21,656
9. CAPITAL 2018 TENNIS COURT	49,099
10 CAPITAL 2019 - 2020 ADDITION-REMODELING	384,279
TOTAL EXPENDITURES DISBURSED	\$ 1,476,170
<i>Encumbered Expenditures</i>	<i>378,640</i>
<i>PERCENT DISBURSED PLUS ENCUMBERED(Total/Budget)</i>	<i>23.19%</i>
EXCESS OF REVENUE/(EXPENDITURES)	\$ 7,519,073
ENDING BALANCE	\$ 7,519,073
SOURCE OF FUNDS	CAPITAL IMPROVEMENTS - BOND REFERENDUM

COMMUNITY HIGH SCHOOL DISTRICT 94
CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
EXPENDITURE DETAILS
YTD ENDING MAY 31, 2018

EARNINGS - Building Operations	\$36,885	BENEFITS - Life, LTD, Dental, Health Ins.	5,137	BENEFITS - IMRF, FICA, Medicare	7,263
Monthly = \$10,449		Monthly = \$1,455		IMRF - Employer Pd IMRF Rate 12.04%	
Director Dec 2017 \$10,449 x 63%	6,583	Director Dec 2017 \$1,455 x 63% = \$917	917	Earnings thru May. 2018 \$36,885 x 12.04%	4,441
Director Jan 2018 \$10,449 x 23%	2,403	Director Jan 2018 \$1,455 x 23% = \$335	335		
Director Feb 2018 \$10,449 x 42%	4,389	Director Feb 2018 \$1,455 x 42% = \$611	611	FICA - Employer Pd FICA Rate 6.2%	
Director Mar 2018 \$10,449 x 82%	8,568	Director Mar 2018 \$1,455 x 82% = \$1,193	1,193	Earnings thru May. 2018 \$36,885 x 6.2%	2,287
Director Apr 2018 \$10,449 x 72%	7,523	Director Apr 2018 \$1,455 x 72% = \$1,048	1,048		
Director May 2018 \$10,449 x 71%	7,419	Director May 2018 \$1,455 x 71% = \$1,033	1,033	MEDICARE - Employer Pd Medicare Rate 1.45%	
				Earnings thru May. 2018 \$36,885 x 1.45%	535

COMMUNITY HIGH SCHOOL DISTRICT 94
 CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
 EXPENDITURE DETAILS
 YTD ENDING MAY 31, 2018

PURCHASED SERVICES -	78,950	CAPITAL 2018 RENOVATIONS	892,902	CAPITAL 2018 GYM BLEACHERS	\$21,656
Issuance Costs:		DLA Architects, Ltd Jun 2017 1926 Bld	2,313	DLA Architects, Ltd Aug 2017 Replacement	7,560
Bond council - Chapman & Cutler	32,500	DLA Architects, Ltd Jul 2017	12,933	DLA Architects, Ltd Sep 2017 Replacement	3,240
Disclosure Counsel, Chapman & Cutler	21,000	DLA Architects, Ltd Aug 2017	58,609	DLA Architects, Ltd Oct 2017 Replacement	5,400
Rating Agency, Moodys	14,000	DLA Architects, Ltd Sep 2017	87,583	DLA Architects, Ltd Nov 2017 Replacement	5,456
Issuer Counsel, Hauser Izzo LLC	5,000	DLA Architects, Ltd Oct 2017	104,012		
Preliminary/Final Official Statement Printing	2,500	DLA Architects. Ltd. Nov 2017	53,811		
Bond Registrar/Paying Agent, Amalgamated	950	Advance Mechanical - Sewer System	10,430		
Treasurer's Surety Bond	2,000	Hygieneering, Inc - Plaster Ceiling Inspec.	2,019		
Filing and Fedex and Other Expenses	1,000	LJ Morse Construction Co. General Remodel #1	74,054		
		DLA Architects, Ltd Dec 2017	136,406		
		DLA Architects, Ltd Nov 2017	(3,623)		
		LJ Morse Construction Co. General Remodeling #2	55,170		
		DLA Architects, Ltd Nov 2017	3,623		
		DLA Architects, Ltd March 2018 Services	13,013		
		LJ Morse Construction Co. Gen Remodeling #3	272,345		
		Hygieneering, Inc-Fieldhse Upgrades Prof. Svcs. Feb.	2,685		
		DLA Architects, LTD April 2018 Services	7,521		
June 19, 2018 Bill List		June 19, 2018 Bill List		June 19, 2018 Bill List	
No Payments		DLA Architects, LTD May 2018 Renovation \$12,942.87		No Payments	
		LJ Morse Construction Co, General Remodeling #4 \$234,610.30			

COMMUNITY HIGH SCHOOL DISTRICT 94
 CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
 EXPENDITURE DETAILS
 YTD ENDING MAY 31, 2018

CAPITAL 2018 TENNIS COURT		\$49,099	CAPITAL 2019 - 2020 ADDITION-REMODELING		\$384,279	GRAND TOTAL	\$1,476,170
OZ Engineering, LLC Resurface Investigation	5,520	DLA Architects, Ltd Nov 2017 Begin Project	32,172				
W-T Group, LLC Survey Services	3,250	DLA Architects, Ltd Dec 2017 Begin Project	32,098				
W-T Group, LLC Survey Services	6,000	DLA Architects, Ltd Jan 2018 Begin Project	96,000				
DLA Architects, Ltd Aug 2017 Reconstruct	2,240	DLA Architects, Ltd Feb 2018 Begin Project	64,791				
DLA Architects, Ltd Sep 2017 Reconstruct	2,435	DLA Architects, Ltd Mar 2018 - FY19 Project	112,418				
DLA Architects, Ltd Oct 2017 Reconstruct	5,950	DLA Architects, Ltd Apr 2018 - FY19 Project	46,800				
DLA Architects, Ltd Nov 2017 Reconstruct	8,500						
DLA Architects, Ltd Jan 2018 Reconstruct	4,278						
DLA Architects, Ltd Feb 2018 Reconstruct	8,690						
DLA Architects, Ltd Mar 2018 Reconstruct	2,237						
June 19, 2018 Bill List		June 19, 2018 Bill List		June 19, 2018 Bill List			
No Payments		DLA Architects, Ltd. May 18 - 19 Project \$131,086.70		Grand Total	378,640		
				TOTAL ALL		<u>\$1,854,810</u>	

Office of Human Resources – Personnel Report
06/19/18 – Board of Education Meeting

NAME	POSITION	DIVISION	EFFECTIVE DATE	FTE	ACTION
EMPLOYMENT					
Lindsey Befus	Teacher	Science	August 13, 2018	1.0	Employment
Briana Carlson-Morales	Teacher	English	August 13, 2018	1.0	Employment
Emily Kordick	Teacher	Math	August 13, 2018	1.0	Employment
Jared Perez	Teacher	Math	August 13, 2018	1.0	Employment
Allie Torres	Speech/Language Pathologist	SPED	August 13, 2018	1.0	Employment
Kelsey Wirkus	Teacher	English	August 13, 2018	1.0	Employment
LEAVE OF ABSENCE					
Jamie Culen	Teacher	English	8/23/18 – 11/15/18	1.0	Approve
Ashley Walsh	Teacher	Business	8/13/18 – 10/09/18	1.0	Approve
SEPARATION OF EMPLOYMENT					
Kevin Bulava	Coordinator – SPED	SPED	June 4, 2018	1.0	Resignation
Andrew Hawthorne	Program Assistant	Alternative Ed	May 25, 2018	1.0	Resignation
Jamie McGriff	Custodian – 2 nd Shift	Building Ops	May 21, 2018	1.0	Resignation
Daniel Vashinko	Program Assistant	SPED	May 25, 2018	1.0	Resignation
COACHING/ACTIVITY RECOMMENDATIONS					
Ted Monken	Head Coach	Badminton - Girls	2/25/19		Employment
Xavier Brown	Assistant Coach	Cheerleading	10/22/18		Employment
Jeff Pagano	Assistant Coach	Basketball - Boys	11/5/18		Employment
Timothy Dovichi	Assistant Coach	Football	End of 2017/18 School Year		Resignation
Tyler Janczak	Assistant Coach	Football	End of 2017/18 School Year		Resignation
Tyler Janczak	Assistant Coach	Track & Field - Girls	End of 2017/18 School Year		Resignation
Daniel Vashinko	Assistant Coach	Football – Boys	End of 2017/18 School Year		Resignation
Daniel Vashinko	Assistant Coach	Basketball - Girls	End of 2017/18 School Year		Resignation
Daniel Vashinko	Assistant Coach	Track & Field - Girls	End of 2017/18 School Year		Resignation
Laura Moran	Assistant Coach	Volleyball - Boys	End of 2017/18 School Year		Resignation

Office of Human Resources – Personnel Report
06/19/18 – Board of Education Meeting

NAME	POSITION	PROGRAM	SUBJECT	ACTION
SUMMER SCHOOL RECOMMENDATIONS				
Kristin Vondrak	Teacher	Summer School	Grad Point Recovery	Employment
Patty Arnold	Teacher	Summer School	Grad Point Recovery	Employment
David Jennings	Teacher	Summer School	English	Employment
Mitch McKenna	Teacher	Summer School	English	Employment
Mark Begovich	Teacher	Summer School	English	Employment
Eva Komaniecki	Teacher	Summer School	Math Teacher/ESL	Employment
Olga Trofimova	PA	Summer School	Grad Point Recovery	Employment
Adrian Porcayo	PA	Summer School	Grad Point Recovery	Employment
Maria Perez	PA	Summer School	Math/ESL	Employment
Nick Kempinski	Teacher	Summer Bridge	English	Employment
Charles Vokes	Teacher	Summer Bridge	Math	Employment
Sandra Wilson	Teacher	Summer Bridge	Social Studies	Employment
Cat Thielberg	Teacher	Summer Bridge	Facilitating	Employment
Pam Pater	Teacher	Summer Bridge	Physical Development	Employment
Brigette Debs	Teacher	Summer Bridge	Computer Skills	Employment
Julie Gawenda	Counselor	Summer Bridge	Counseling	Employment
Marianne Melvin	Teacher	STARS	Alternative Ed	Employment
Byron Delcid	Teacher	Summer Drivers Ed	Drivers Ed	Employment
Nick Herrera	Teacher	Summer Drivers Ed	Drivers Ed	Employment
Stephen Holland	Teacher	Summer Drivers Ed	Drivers Ed	Employment
Dave Sayner	Teacher	Summer Drivers Ed	Drivers Ed	Employment
Conor Zaputil	Teacher	Summer Drivers Ed	Drivers Ed	Employment
Pamela Pater	Administrator/Teacher	Summer Drivers Ed	Drivers Ed	Employment
Sean Gimpert	Teacher	SPED ESY Credit Recovery	Special Education	Employment
Megan Mistretta	Program Assistant	SPED ESY Credit Recovery	Special Education	Employment
Andres Mosquera	Program Assistant	SPED ESY Credit Recovery	Special Education	Employment
Alexis Long	Program Assistant	SPED ESY Credit Recovery	Special Education	Employment
Laura Pollard	Teacher	SPED DLP/Transition	Special Education	Employment
Katie Sullivan	Teacher	SPED DLP/Transition	Special Education	Employment
Jerrick Habecker	Personal Care Assistant	SPED DLP/Transition	Special Education	Employment
Teresa Carreno	Personal Care Assistant	SPED DLP/Transition	Special Education	Employment
Rebecca Engebretsen	Personal Care Assistant	SPED DLP/Transition	Special Education	Employment
Victor Estanislao	Personal Care Assistant	SPED DLP/Transition	Special Education	Employment
Alexis Long	Personal Care Assistant	SPED DLP/Transition	Special Education	Employment
Sandra Gonzalez	Bilingual Registration Worker	97		
Jackie Goti	Bilingual Registration Worker			
Norma Silva	Bilingual Registration Worker			

Office of Human Resources – Personnel Report
06/19/18 – Board of Education Meeting

Approve change in job duties, employment status, and compensation for the following employees effective July 1, 2018.

Employee	Change from	Change to
Becky Koltz	Communications Specialist and Admin Assistant Human Resources	Communications and Community Relations Coordinator
	Non-Exempt (hourly)	Exempt (salaried)
	\$59,505	\$68,000
Employee	Change from	Change to
Sandra Pampuch	Special Education Coordinator	Assistant Director Special Education
	10 month contract	12 month contract
	\$99,001	\$104,000

Approve Dr. Domeracki’s request to take six (6) days of vacation. Please see the attached memorandum for additional detail.

According to Policy 2002, it is the responsibility of the Superintendent to compile an annual listing of administrative positions that have been approved by the Board and reflect the structure of the administrative team in place for the current year. The following represents the administrative team for the 2018-2019 school year:

Superintendent

Director of Human Resources

Director of Business Services/CSBO

Director of Building Operations

Principal

Assistant Principal for Administrative Services

Assistant Principal for Teaching and Learning

Director of Special Education

Assistant Director Special Education

Director of Technology

Athletic Director

Assistant Athletic Director / Division Head of Physical Development

Director of ELL / Division Head of World Languages

Director of Student Activities / Division Head of CTE

Director of Student Services

Dean of Students

Office of Human Resources – Personnel Report
06/19/18 – Board of Education Meeting

Division Heads

COMMUNITY HIGH SCHOOL District 94

MEMO

TO: Board of Education, Supt. Domeracki

FROM: Gordon Cole

RE: AIA Contracts

DATE: 6-13-18

On the agenda is the adoption of 2 AIA contracts with DLA. These agreements are based on standard American Institute of Architects documents. The attorneys from each party have revised the documents to meet our conditions.

There are two documents with DLA. One is for services to the District in conjunction with a construction manager and the other is for services when there is no construction manager.

 **AIA**® Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Fifteenth day of December in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Community High School District 94
157 W. Washington St.
West Chicago, IL 60185
Telephone Number: 630-876-6222
Fax Number: 630-876-6221

and the Architect:
(Name, legal status, address and other information)

DLA Architects, Ltd.
Two Pierce Place
Suite 1300
Itasca, IL 60143
Telephone Number: 847-742-4063
Fax Number: 847-742-9734

for the following Project:
(Name, location and detailed description)

Project 2017.41 - 2019 Addition and Remodeling Project
Community High School District 94
326 Joliet St.
West Chicago, IL 60185
All work described in the bid documents.

The Construction Manager (if known):
(Name, legal status, address and other information)

Pepper Construction Company
411 Lake Zurich road
Barrington, Illinois 60010

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™–2007, General Conditions of the Contract for Construction; A133™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Program has been developed with the Owner

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Second floor addition over 1999 addition and remodeling of remaining building.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Approximately \$24,000,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

April, 2018

- .2 Commencement of construction:

June, 2019

.3 Substantial Completion date or milestone dates:

August, 2020

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None identified at time of contract

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Gordon Cole, Director of Operations
326 Joliet St.
West Chicago, IL 60185

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Doug Domeracki, District Superintendent

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

(Paragraphs Deleted)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

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(3B9ADA13)

(List name, address and other information.)

William E. Templin
Two Pierce Place, Suite 1300
Itasca, IL 60143
Telephone Number: 847-742-4063
Fax Number: 847-7423-9734

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Pease Borst & Associates

18 Executive Court
South Barrington, IL 60010
Telephone Number: 847-842-6930

.2 Mechanical Engineer:

Berg Engineering Consultants, Ltd.

801 W. Wise Rd.
Schaumburg, IL 60193
Telephone Number: 847-352-4500

.3 Electrical Engineer:

Berg Engineering Consultants, Ltd.

801 W. Wise Rd.
Schaumburg, IL 60193
Telephone Number: 847-352-4500

§ 1.1.12.2 Consultants retained under Additional Services:

Acoustical and Sound System (if required)
Civil Engineering (if required)

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes:

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.6.8 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that this obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct action, inaction, or omission by the Owner.

§ 2.6.9 Notwithstanding any other provision herein or in this Agreement, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer, or any self-insured risk pool of which it is a member may have against the Architect or any of its agents or consultants.

§ 2.6.10 The Architect hereby agrees to maintain the insurance described in Section 2.6 and its sub-sections during the term of this Agreement, and if any of said insurance is provided under a “claims made” or “claims based” policy, then said insurance shall be maintained by a period of four (4) years after the date of substantial completion of the Project. If the Architect fails to furnish and maintain such insurance, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

§2.6.11 The Owner shall have the right but not the obligation of prohibiting Architect from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with this Agreement is received and approved by Owner.

§2.6.12 The Architect’s failure to maintain the required insurance may result in termination of this Agreement at Owner’s option.

§2.6.13 The Architect shall cause each consultant employed by the Architect to purchase and maintain insurance of the type specified above, in such amounts as are acceptable to the Architect. When requested by the Owner, the Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

§2.6.14 Nothing contained in this Agreement with respect to the procurement of insurance is to be construed as limiting the liability of the Architect. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, or the Architect, but are merely minimums. The obligations of the Architect to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner should suffer any injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Architect’s insurance.

§2.6.15 Except for professional liability and worker’s compensation insurance, all insurance required of the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer’s liability.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings reasonably requested by Owner, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect’s services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect’s services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner’s review, (2) for the Construction Manager’s review, (3) for the performance of the Construction Manager’s Preconstruction Phase services, (4) for the performance of the Owner’s consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as not to unreasonably impact the approved schedule.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive, design change or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable written publicly available design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Construction Manager's Control Estimate, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

(Paragraph Deleted)

§ 3.3.5.1 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop

Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and the Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for job site safety, including but not limited to safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site as required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or

responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Construction Manager, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect administratively shall receive from the Construction Manager mechanic's lien waivers and the Construction Manager's sworn statements listing subcontractors and material suppliers before issuing payment certificates, and if such waivers or sworn statements, cannot be obtained, then the Architect's Certificate shall be conditional upon receipt of such waivers. The Architect shall not be responsible for obtaining lien waivers from any suppliers, or subcontractors of Construction Manager.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review and so as not to delay the progress of the Work.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, unless the Architect knows that the shop drawings or other submittal is inaccurate or incomplete.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness given the nature of such requests so as not to delay the progress of the Work or cause Work to be performed out of sequence. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Construction Manager shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Any change order or series of change orders resulting in an increase in the contract sum of \$10,000.00 or more, or an increase in the contract time of 30 days or more must be approved in writing by Owner in order to be binding upon Owner, and then only if one of the following criteria is satisfied: Owner determines that the circumstances requiring the change a) were not reasonably foreseeable at the time the contract was signed; b) are germane to the original contract as signed; or c) are in the best interest of the Owner and are authorized by law.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work observed by the Architect complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager		
§ 4.1.2 Programming		
§ 4.1.3 Multiple preliminary designs		
§ 4.1.4 Measured drawings		
§ 4.1.5 Existing facilities surveys		
§ 4.1.6 Site Evaluation and Planning		
§ 4.1.7 Building Information Modeling		
§ 4.1.8 Civil engineering		
§ 4.1.9 Landscape design		
§ 4.1.10 Architectural Interior Design		
§ 4.1.11 Value Analysis		
§ 4.1.12 Detailed cost estimating		
§ 4.1.13 On-site project representation		
§ 4.1.14 Conformed construction documents		
§ 4.1.15 As-Designed Record drawings		
§ 4.1.16 As-Constructed Record drawings		
§ 4.1.17 Post occupancy evaluation		
§ 4.1.18 Facility Support Services		
§ 4.1.19 Tenant-related services		
§ 4.1.20 Coordination of Owner’s consultants		
§ 4.1.21 Telecommunications/data design		
§ 4.1.22 Security Evaluation and Planning		
§ 4.1.23 Commissioning		
§ 4.1.24 Extensive sustainable design services		
§ 4.1.25 LEED® Certification		
§ 4.1.26 Historic Preservation		
§ 4.1.27 Furniture, Furnishings, and Equipment Design		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Upon written approval of the Owner, additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 **Intentionally Deleted.**
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Two (2) visits to the site per week by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Any authorization to be made by the Owner under this Agreement must be made in writing or via electronic mail by the Owner in order to be binding. Notwithstanding the above, however, the Architect acknowledges that the Owner, as a public body, may

not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education. The Owner's representative shall define what matters require Board of Education approval and notify the Architect so that those approvals can be incorporated into Project schedule.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 Although the Owner has no duty or obligation to inspect the Project, the Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner, but shall:

- .1 Include alternate bids. For alternate bids not accepted, 80% of the Architect's fee for the Cost of the Work of alternate not accepted; Deductive alternates will be treated as added costs;

- .2 Include full change order amount for all change orders as it increases contract amount. For change orders not accepted, 80% of the Architect's fee applied to the cost associated with the change order;
- .3 For change orders that do not change the construction cost in proportion to the design work required, the Architect's fee shall be computed on a time and material basis.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as an architect, and the Architect shall have not responsibility for such variance nor shall the Architect be responsible if the bids or cost of the Work exceeds the estimate or Owner's budget.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, with additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, and for informational purposes for altering or adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in event not more than ten (10) years after the date of Substantial Completion of the Work. .

§ 8.1.2 Intentionally Deleted.

(Paragraph Deleted)

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs Deleted)

§ 8.2 The

method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension, and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph Deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, including prompt payment of all sums due and owing the Architect.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the images of any students for whom the District does not have photographic waiver, or the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

7.8% of the construction cost as defined in Article 6.1

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be determined (if required)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be determined (if required)

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)

Init.

Bidding	Five	Percent (	5	5)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Control Estimate, or (2) if the Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Senior Principal	\$200.00
Principal	\$175.00
Director	\$160.00
Senior Architect/Senior Project Manager	\$150.00
Computer Graphics Manager	\$138.00
Senior Project Manager	\$150.00
Architect/Project Manager	\$132.00
Job Captain	\$115.00
Intern Architect	\$105.00
CADD Technician/Drafter	\$85.00
Senior Administration	\$90.00
Administration	\$75.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs Deleted)

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents;
- .3 Postage, handling and delivery;

(Paragraph Deleted)

- .4 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .5 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

(Paragraphs Deleted)

- .6 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§12.3 The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidders, bidding forms, bidding requirements, and general and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

§12.4 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the

Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work, s hall not create any liability on the part of the Owner for errors, omissions or inconsistency or other fault in the Architect's work.

§12.5 Indemnification

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials and employees ("Indemnitees") for liabilities incurred by the Indemnitees to third parties, arising out of or resulting from the performance of the Architect's services, to the extent such liability (is) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of copyright protected material or otherwise protected intellectual property by the Architect, and (ii) is caused by a wrongful or negligent act or omission in the rendering of professional services by the Architect, its consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

§12.6 The Architect shall notify the Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim.

§12.7 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is commenced and an estimate of the cost or method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. The Architect shall not be entitled to payment for Additional Services involved in:

- a. Revisions of or additions to the project documents required because of errors or omissions of the Architect.

§12.8 To the extent such applies to the Architect, the Architect agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq. and rules and regulations promulgated thereunder

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition, and any amendments or supplementary conditions thereto.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed.

Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Gordon Cole, Director of Operations
(Printed name and title)

ARCHITECT *(Signature)*

William E. Templin, Vice President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document B133™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:18:21 on 05/21/2018.

PAGE 1

AGREEMENT made as of the Fifteenth day of December in the year Two Thousand Seventeen

...

Community High School District 94
157 W. Washington St.
West Chicago, IL 60185
Telephone Number: 630-876-6222
Fax Number: 630-876-6221

...

DLA Architects, Ltd.
Two Pierce Place
Suite 1300
Itasca, IL 60143
Telephone Number: 847-742-4063
Fax Number: 847-742-9734

...

Project 2017.41 - 2019 Addition and Remodeling Project
Community High School District 94
326 Joliet St.
West Chicago, IL 60185
All work described in the bid documents.

...

Pepper Construction Company
411 Lake Zurich road
Barrington, Illinois 60010

PAGE 2

TABLE OF ARTICLES

...

Program has been developed with the Owner

...

Second floor addition over 1999 addition and remodeling of remaining building.

...

Approximately \$24,000,000.00

...

April, 2018

PAGE 3

June, 2019

...

August, 2020

...

AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

...

None identified at time of contract

...

Gordon Cole, Director of Operations
326 Joliet St.
West Chicago, IL 60185

...

Doug Domeracki, District Superintendent

...

4— Construction Manager:

...

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

...

~~.2— Cost Consultant (if in addition to the Construction Manager):~~

...

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

...

~~.3— Land Surveyor:~~

...

~~.4— Geotechnical Engineer:~~

...

~~.5— Civil Engineer:~~

...

~~.6— Other consultants:~~

...

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

...

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2-4:2.3:

PAGE 4

William E. Templin
Two Pierce Place, Suite 1300
Itasca, IL 60143
Telephone Number: 847-742-4063
Fax Number: 847-7423-9734

...

Pease Borst & Associates

...

18 Executive Court

...

South Barrington, IL 60010

...

Telephone Number: 847-842-6930

...

Berg Engineering Consultants, Ltd.

...

801 W. Wise Rd.

...

Schaumburg, IL 60193

...

Telephone Number: 847-352-4500

...

Berg Engineering Consultants, Ltd.

...

801 W. Wise Rd.

...

Schaumburg, IL 60193

...

Telephone Number: 847-352-4500

...

Acoustical and Sound System (if required)

Civil Engineering (if required)

PAGE 5

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00).

...

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

...

§ 2.6.8 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that this obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct action, inaction, or omission by the Owner.

...

§ 2.6.9 Notwithstanding any other provision herein or in this Agreement, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer, or any self-insured risk pool of which it is a member may have against the Architect or any of its agents or consultants.

PAGE 6

§ 2.6.10 The Architect hereby agrees to maintain the insurance described in Section 2.6 and its sub-sections during the term of this Agreement, and if any of said insurance is provided under a "claims made" or "claims based" policy, then said insurance shall be maintained by a period of four (4) years after the date of substantial completion of the Project. If the Architect fails to furnish and maintain such insurance, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

...

§2.6.11 The Owner shall have the right but not the obligation of prohibiting Architect from entering the Project site until such certificates or other evidence that insurance has been place in complete compliance with this Agreement is received and approved by Owner.

...

§2.6.12 The Architect's failure to maintain the required insurance may result in termination of this Agreement at Owner's option.

...

§2.6.13 The Architect shall cause each consultant employed by the Architect to purchase and maintain insurance of the type specified above, in such amounts as are acceptable to the Architect. When requested by the Owner, the Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

...

§2.6.14 Nothing contained in this Agreement with respect to the procurement of insurance is to be construed as limiting the liability of the Architect. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, or the Architect, but are merely minimums. The obligations of the Architect to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner should suffer any injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Architect's insurance.

...

§2.6.15 Except for professional liability and worker's compensation insurance, all insurance required of the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

...

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project ~~meetings,~~ meetings reasonably requested by Owner, communicate with members of the Project team and report progress to the Owner.

...

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission or inconsistency in such services or information.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as not to unreasonably impact the approved schedule.

PAGE 7

§ 3.1.6 The Architect shall not be responsible for an Owner's ~~directive~~ directive, design change or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

...

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable written publicly available design requirements imposed by such governmental authorities and by such entities providing utility services.

...

§ 3.2 Evaluation of the Construction Manager's ~~Guaranteed Maximum Price Proposal or Control Estimate~~

...

§ 3.2.1 Prior to the Owner's acceptance of the ~~Guaranteed Maximum Price proposal or Control Estimate, as applicable, Construction Manager's Control Estimate~~, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

...

§ 3.2.2 During one of the design phases, the Owner will receive a ~~Guaranteed Maximum Price proposal or Control Estimate~~, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's ~~proposal or estimate~~. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

...

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the ~~Guaranteed Maximum Price Amendment or Control Estimate~~.

PAGE 8

~~§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.~~

...

~~§ 3.3.5.2~~ § 3.3.5.1 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

...

§ 3.4.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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§ 3.5.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

...

§ 3.5.2 The Architect shall incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the Project.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and the Construction Manager modify AIA Document ~~A201-2007~~, A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and ~~the~~ Architect amend this Agreement.

...

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance ~~of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval~~ of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

...

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for job site safety, including but not limited to safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

...

§ 3.6.2.1 The Architect shall visit the site ~~at intervals appropriate to the stage of construction, or as otherwise~~ required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

PAGE 10

§ 3.6.2.2 The Architect has the authority to recommend that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

...

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by ~~both Owner and Construction Manager, shall not show partiality to either, the Construction Manager,~~ and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

...

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect administratively shall receive from the Construction Manager mechanic's lien waivers and the Construction Manager's sworn statements listing subcontractors and material suppliers before issuing payment certificates, and if such waivers or sworn statements, cannot be obtained, then the Architect's Certificate shall be conditional upon receipt of such waivers. The Architect shall not be responsible for obtaining lien waivers from any suppliers, or subcontractors of Construction Manager.

...

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate ~~review~~ review and so as not to delay the progress of the Work.

PAGE 11

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design ~~professionals~~, professionals, unless the Architect knows that the shop drawings or other submittal is inaccurate or incomplete.

...

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable ~~promptness~~, promptness given the nature of such requests so as not to delay the progress of the Work or cause Work to be performed out of sequence. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

...

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the ~~Architect~~ Construction Manager shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Any change order or series of change orders resulting in an increase in the contract sum of \$10,000.00 or more, or an increase in the contract time of 30 days or more must be approved in writing by Owner in order to be binding upon Owner, and then only if one of the following criteria is satisfied: Owner determines that the circumstances requiring the change a) were not reasonably foreseeable at the time the contract was signed; b) are germane to the original contract as signed; or c) are in the best interest of the Owner and are authorized by law.

...

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work observed by the Architect complies with the requirements of the Contract Documents.

PAGE 12

§ 4.1.2 Programming(B202™ 2009)		
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...

§ 4.1.6 Site evaluation <u>Evaluation</u> and planning (B203™ 2007) <u>Planning</u>		
§ 4.1.7 Building information modeling (E203™ 2013) <u>Information Modeling</u>		

...

§ 4.1.10	Architectural interior design (B252™ 2007) <u>Interior Design</u>		
§ 4.1.11	Value analysis (B204™ 2007) <u>Analysis</u>		

...

§ 4.1.13	On-site project representation (B207™ 2008)		
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...

§ 4.1.15	As-designed record <u>As-Designed Record drawings</u>		
§ 4.1.16	As-constructed record <u>As-Constructed Record drawings</u>		

...

§ 4.1.18	Facility support services (B210™ 2007) <u>Support Services</u>		
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...

§ 4.1.22	Security evaluation <u>Evaluation and planning (B206™ 2007)</u> <u>Planning</u>		
§ 4.1.23	Commissioning (B211™ 2007)		
§ 4.1.24	Extensive environmentally responsible sustainable design services		
§ 4.1.25	LEED® certification (B214™ 2012) <u>Certification</u>		
§ 4.1.26	Historic preservation (B205™ 2007) <u>Preservation</u>		
§ 4.1.27	Furniture, furnishings, Furnishings, and equipment design (B253™ 2007) <u>Equipment Design</u>		

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Acoustical and Sound System

Civil Engineering

...

§ 4.3 ~~Additional~~ Upon written approval of the Owner, additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

...

.7 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;~~ Intentionally Deleted.

...

.15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the ~~Guaranteed Maximum Price Amendment or Control Estimate.~~

PAGE 14

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

...

.2 Two (2) visits to the site per week by the Architect over the duration of the Project during construction

...

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 One (1) inspections for any portion of the Work to determine final completion

...

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 15

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Any authorization to be made by the Owner under this Agreement must be made in writing or via electronic mail by the Owner in order to be binding. Notwithstanding the above, however, the Architect acknowledges that the Owner, as a public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education. The Owner's representative shall define what matters require Board of Education approval and notify the Architect so that those approvals can be incorporated into Project schedule.

...

§ 5.11 ~~The Although the Owner has no duty or obligation to inspect the Project,~~ the Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the ~~Owner~~ Owner, but shall:

...

.1 Include alternate bids. For alternate bids not accepted, 80% of the Architect's fee for the Cost of the Work of alternate not accepted; Deductive alternates will be treated as added costs;

PAGE 16

2 Include full change order amount for all change orders as it increases contract amount. For change orders not accepted, 80% of the Architect's fee applied to the cost associated with the change order;

...

3 For change orders that do not change the construction cost in proportion to the design work required, the Architect's fee shall be computed on a time and material basis.

...

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as ~~a design professional~~ an architect, and the Architect shall have not responsibility for such variance nor shall the Architect be responsible if the bids or cost of the Work exceeds the estimate or Owner's budget.

...

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development ~~Phase exceeds~~ Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

...

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, ~~without~~ with additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

...

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost ~~estimates, the Guaranteed Maximum Price proposal, estimates~~ or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

...

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~

PAGE 17

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, ~~altering~~ and for informational purposes for altering or adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or

construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

...

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to ~~this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement~~ within the period specified by applicable law, but in any case not more than ~~10 event not more than ten (10)~~ years after the date of Substantial Completion of the Work. ~~The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

...

§ 8.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~ Intentionally Deleted.

...

§ 8.1.3 ~~The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~

...

§ 8.1.4 ~~8.1.3~~ The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

...

§ 8.2 Mediation

...

§ 8.2.1 ~~Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

...

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~ 8.2 The

...

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

PAGE 18

Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

...

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

...

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.4 Consolidation or Joinder~~

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to ~~suspension~~ suspension, and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

...

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7. due.~~~~

...

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

...

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~

...

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3: State of Illinois.~~

...

~~§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.other.~~

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~~§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. Agreement, including prompt payment of all sums due and owning the Architect.~~

...

~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the images of any students for whom the District does not have photographic waiver, or the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

...

7.8% of the construction cost as defined in Article 6.1

...

To be determined (if required)

...

To be determined (if required)

...

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

PAGE 20

<u>Schematic Design Phase</u>	<u>Twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>Fifteen</u>	<u>percent (</u>	<u>15</u>	<u>%)</u>
<u>Construction Documents Phase</u>	<u>Forty</u>	<u>percent (</u>	<u>40</u>	<u>%)</u>
<u>Bidding</u>	<u>Five</u>	<u>Percent (</u>	<u>5</u>	<u>5)</u>
<u>Construction Phase</u>	<u>Twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

Schematic Design Phase		percent (%)
Design Development Phase		percent (%)
Construction Documents Phase		percent (%)
Construction Phase		percent (%)

<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>
---------------------------------	--------------------	------------------	------------	-----------

...

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted ~~Guaranteed Maximum Price Amendment or Control Estimate, as applicable,~~ or (2) if the ~~Guaranteed Maximum Price proposal or Control Estimate~~ has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
<u>Senior Principal</u>	<u>\$200.00</u>
<u>Principal</u>	<u>\$175.00</u>
<u>Director</u>	<u>\$160.00</u>
<u>Senior Architect/Senior Project Manager</u>	<u>\$150.00</u>
<u>Computer Graphics Manager</u>	<u>\$138.00</u>
<u>Senior Project Manager</u>	<u>\$150.00</u>
<u>Architect/Project Manager</u>	<u>\$132.00</u>
<u>Job Captain</u>	<u>\$115.00</u>
<u>Intern Architect</u>	<u>\$105.00</u>
<u>CADD Technician/Drafter</u>	<u>\$85.00</u>
<u>Senior Administration</u>	<u>\$90.00</u>
<u>Administration</u>	<u>\$75.00</u>

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
-----------------------------	----------------------

...

~~.4 Transportation and authorized out-of-town travel and subsistence;~~

...

~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;

...

~~.3~~.1 Fees paid for securing approval of authorities having jurisdiction over the Project;

...

~~.4~~.2 Printing, reproductions, plots, standard form documents;

...

~~.5~~.3 Postage, handling and delivery;

...

~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

...

~~.7~~.4 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

...

~~.8~~.5 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

...

~~.9~~ All taxes levied on professional services and on reimbursable expenses;

...

~~.10~~ Site office expenses; and

...

~~.11~~.6 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ ten percent (10%) of the expenses incurred.

...

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

§12.1 No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§12.3 The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidders, bidding forms, bidding requirements, and general and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

§12.4 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work, s hall not create any liability on the part of the Owner for errors, omissions or inconsistency or other fault in the Architect's work.

§12.5 Indemnification

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials and employees ("Indemnitees") for liabilities incurred by the Indemnitees to third parties , arising out of or resulting from the performance of the Architect's services, to the extent such liability (is) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom , or is attributable to misuse or improper use of copyright protected material or otherwise protected intellectual property by the Architect, and (ii) is caused by a wrongful or negligent act or omission in the rendering of professional services by the Architect, its consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

§12.6 The Architect shall notify the Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim.

§12.7 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is commenced and an estimate of the cost or method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. The Architect shall not be entitled to payment for Additional Services involved in:

- a. Revisions of or additions to the project documents required because of errors or omissions of the Architect.

§12.8 To the extent such applies to the Architect, the Architect agrees to fully comply with the requirements of the Illinois Human Rights Act. 775 ILCS 5/1-101 et seq., including, but not limited to the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to the Americans With Disabilities Act. 42 U.S.C. Section 12101, et seq. and rules and regulations promulgated thereunder

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- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor ~~Edition~~Edition, and any amendments or supplementary conditions thereto.

...

- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, ~~or the following:~~E201™–2007, Digital Data Protocol Exhibit, if completed.

...

- ~~.3~~—Other documents:

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Gordon Cole, Director of Operations

William E. Templin, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:18:21 on 05/21/2018 under Order No. 4345040068 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ - 2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

 **AIA[®] Document B101[™] – 2007****Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Twenty-ninth day of January in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Community High School District 94
157 W. Washington St.
West Chicago, IL 60185

and the Architect:
(Name, legal status, address and other information)

DLA Architects, Ltd.
Two Pierce Place
Suite 1300
Itasca, IL 60143

Telephone Number: 847-742-4063
Fax Number: 847-742-9734

for the following Project:
(Name, location and detailed description)

This Agreement is a Master Agreement and shall be the agreement for all projects authorized by Owner. Specific projects under this Master Agreement shall be authorized in writing by the Owner by a Memorandum of Understanding (hereinafter "MOU"). Each MOU shall be attached hereto as Exhibit A and made a part of this Master Agreement. A separate MOU shall be executed for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent MOU's, each of which shall be attached to this Master Agreement as Exhibit A for the Project authorized.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
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13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in Exhibit A,, the MOU for a specific project authorized pursuant to this Master Agreement which is attached hereto and incorporated herein. A separate MOU shall be executed for each project authorized by Owner under this Master Agreement:

The MOU for a Project authorized pursuant to this Master Agreement shall contain all Project specific requirements, such as Scope of Services, Project Schedule, Project Budget, Site Observation requirements, Compensation and other project specific terms which may supplement, supersede or modify the Master Agreement. To the extent of any inconsistency, conflict or discrepancy between the Master Agreement, Exhibit A, the MOU for the Project,, the MOU shall control. Project as used herein shall mean the Project authorized by Exhibit A, the MOU.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

As identified in the Memorandum of Understanding for the Project

.2 Substantial Completion date:

As identified in the Memorandum of Understanding for the Project

§ 1.3 The Owner and Architect may rely on the Information set forth in the MOU, for the Project. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in the MOU for the Project

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
2,000,000.00 per occurrence and in the aggregate
- .2 Automobile Liability
1,000,000.00 per occurrence or CSL
- .3 Workers' Compensation – Statutory Limits
Employers Liability: 500,000.00 Each Accident
500,000.00 Disease - EA Employee
500,000.00 Disease - Policy Limit
- .4 Professional Liability
1,000,000.00 Each Claim/Annual Aggregate

2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirement in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability and Automobile Liability Policies.

2.5.7 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that this obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct action, inaction, or omission by the Owner.

2.5.8 Notwithstanding any other provision herein or in any contract document, the owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer, or any self-insured risk pool of which it is a member may have against the Architect or any of its agents or consultants.

2.5.9 The Architect hereby agrees to maintain the insurance described in section 2.5 and its sub-sections during the term of this Agreement, and if any of said insurance is provided under a "claim made" or "claims based" policy, then said insurance shall be maintained by a period of four (4) years after the date of substantial completion of the total Project. If the Architect fails to furnish and maintain such insurance, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

2.5.10 The Owner shall have the right but not the obligation of prohibiting Architect from entering the Project site until such certificate or other evidence that insurance has been placed in complete compliance with this Agreement is received and approved by the Owner.

2.5.11 The Architect's failure to maintain the required insurance may result in termination of this Agreement at the Owner's option.

2.5.12 All insurance required of the Architect shall be the primary insurance. If additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

2.5.13 The Architect shall cause each consultant employed by the Architect to purchase and maintain insurance of the type specified above, in such amounts as are acceptable to the Architect. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

2.5.14 Nothing contained in this Agreement with respect to the procurement of insurance is to be construed as limiting the liability of the Architect. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, or the Architect, but are merely minimums. The obligations of the Architect to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner shall suffer any injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Architect's insurance.

2.5.15 Except for professional liability and worker's compensation insurance, all insurance required of the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suite is brought, except with respect to the limits of the insurer's liability.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Exhibit A, the MOU, for the Project and shall include, if so provided in said MOU, usual and customary structural, mechanical, and electrical engineering services. Services not set forth in the MOU for the Project are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings reasonably requested by Owner, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as not to impact the approved schedule. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable written publicly available design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches for major systems only. The Architect shall reach an understanding with the Owner regarding the requirements of the Project

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and

- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for job site safety, including but not limited to, safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site as set forth in the MOU for the Project to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect administratively shall receive from the Contractor mechanic's lien waivers and the Contractor's sworn statements listing subcontractors and material suppliers before issuing payment certificates, and if such waivers or sworn statements, cannot be obtained, then the Architect's Certificate shall be conditional upon receipt of such waivers.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, unless the Architect knows that the shop drawings or other submittal is inaccurate or incomplete.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents. Any change order or series of change orders resulting in an increase in the contract sum of \$10,000.00 or more, or an increase in the contract time of 30 days or more must be approved in writing by Owner in order to be binding upon Owner, and then only if one of the following criteria is satisfied: Owner determines that the circumstances requiring the change a) were not reasonably foreseeable at the time the Contract was signed; b) are germane to the original contract as signed; or c) are in the best interest of the Owner and are authorized by law.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work observed by the Architect complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the MOU for the Project as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		

§ 4.1.6	Building information modeling		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site project representation		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2007)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See MOU, for the Project for authorized Additional Services.

§ 4.3 Upon written approval of the Owner, additional services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals;

- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 See MOU for the Project for number of visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents, additional inspections will become Additional Services to the Contract and will be invoiced on a Time and Material Basis. Language charging the Contractor for these services will be included in the Architects Construction Documents.
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within the time period set forth in the MOU for the Project, , through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Any authorization to be made by the Owner under this Agreement must be made in writing or via electronic mail by the owner in order to be binding.

Notwithstanding the above, however, the Architect acknowledges that the Owner, as a public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education. The Owner's representative shall define what matters require Board of Education approval and notify the Architect so that those approvals can be incorporated into each project schedule as defined in the MOU.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 Although the Owner has no duty or obligation to inspect the Project, the Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner, but shall:

- .1 Include alternate bids accepted;
- .2 For alternate bids not accepted, eighty (80%) percent of the Architect's fee applied to the Cost of the Work for the alternate not accepted;

- .3 Include full change order amount for all change orders as it increases contract amount. For change orders not accepted, eighty (80%) percent of the Architect's fee applied to the cost associated with the change order:
- .4 For change orders that do not change the construction cost in proportion to the design work required, the Architect's fee shall be computed on a time and material basis.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect, and the Architect shall have not responsibility for such variance nor shall the Architect be responsible if the bids or Cost of the Work exceeds the estimate or Owner's budget.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. . If the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by twenty (20%) percent or less, the Architect shall modify the Construction Documents as requested by the Owner as an Additional Service. If the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by more than twenty (20%) percent, the Architect shall modify the Construction Documents without additional compensation to reduce the Cost of the Work to conform to Owner's budget. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, the Project, and for informational purposes only for altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any event not more than 10 years after the date of Substantial Completion of the Work.

§ 8.1.2 Intentionally Deleted

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

The method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

Intentionally Deleted.

Intentionally Deleted.

Intentionally Deleted.

Intentionally Deleted.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement for the Project. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement for the Project upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement for the Project upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the images of any students from whom the District does not have a photographic waiver, or the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As set forth in the Memo of Understanding for the Project.

§ 11.2 For Additional Services designated in the MOU for the Project, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

In accordance with the Hourly Rates set forth herein.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under the MOU for the Project, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

In accordance with the Hourly Rates set forth herein.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (20	%)

Total Basic Compensation	one hundred	percent (100	%)
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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

As set forth in the MOU for the Project. The per hourly rates shall remain constant through the end of the year and may be adjusted annually thereafter.

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- ..1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents;
- .3 Postage, handling and delivery;

(Paragraph deleted)

- .4 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .5 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

(Paragraphs deleted)

- .6 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Per mutual agreement between Owner and Architect.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2

(Paragraphs deleted)

Payments shall be due and interest calculated in accordance with the *Illinois Governmental Prompt Payment Act*.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

12.3 The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidders, bidding forms, bidding requirements, and general and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

12.4 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work, shall not create any liability on the part of the Owner for errors, omissions or inconsistency or other fault in the Architect's work.

12.5 Indemnification

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials and employees ("indemnitees") for liabilities incurred by the Indemnitees to third parties arising out of or resulting from the performance of the Architect's services, to the extent such liability (i) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of copyright protected material or otherwise protected intellectual property by the Architect and (ii) is caused by wrongful or negligent act or omission in the rendering of professional services by the Architect, its consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

The Owner shall include as a requirement in the Contract Documents that the Contractor shall reimburse, defend, hold harmless and indemnify Architect from all attorney's fees, costs and expenses expended by the Architect in defending any claims made against it for bodily injury or property damage arising out of, resulting from or in any way connect with any construction work performed by the Contractor or anyone retained by the Contractor on the project, including but not limited to subcontractors or material suppliers.

12.6 The Architect shall notify the owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim.

12.7 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is commenced and an estimate of the cost or method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. The Architect shall not be entitled to payment for Additional Services involved in:

- a. Revisions of or additions to the Project Documents required because of errors or omissions of the Architect.

12.8 To the extent applicable to the Architect, the Architect agrees to fully comply with the requirements of the Illinois Human Rights Act 775 ILCS 5/1-101 et seq., including, but not limited to the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including but not limited to the Americans With Disabilities Act. 42 U.S.C. Section 12101, et seq. and rules and regulations promulgated thereunder.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect and any amendments or supplementary conditions thereto.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed.,

- .3 Other documents:

Exhibit A, the Memorandum of Understanding (MOU) for the Project.

This Agreement entered into as of the day and year first written above.

<p>OWNER</p> <hr/> <p><i>(Signature)</i></p> <hr/> <p><i>(Printed name and title)</i></p>	<p>ARCHITECT</p> <p>DLA Architects, Ltd.</p> <hr/> <p><i>(Signature)</i></p> <hr/> <p><i>(Printed name and title)</i></p>
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Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:24:22 on 05/16/2018.

PAGE 1

AGREEMENT made as of the Twenty-ninth day of January in the year Two Thousand Eighteen

...

Community High School District 94
157 W. Washington St.
West Chicago, IL 60185

...

DLA Architects, Ltd.
Two Pierce Place
Suite 1300
Itasca, IL 60143

Telephone Number: 847-742-4063
Fax Number: 847-742-9734

...

This Agreement is a Master Agreement and shall be the agreement for all projects authorized by Owner. Specific projects under this Master Agreement shall be authorized in writing by the Owner by a Memorandum of Understanding (hereinafter "MOU"). Each MOU shall be attached hereto as Exhibit A and made a part of this Master Agreement. A separate MOU shall be executed for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent MOU's, each of which shall be attached to this Master Agreement as Exhibit A for the Project authorized.

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in ~~optional Exhibit A, Initial Information-~~Exhibit A, the MOU for a specific project authorized pursuant to this Master Agreement which is attached hereto and incorporated herein. A separate MOU shall be executed for each project authorized by Owner under this Master Agreement:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The MOU for a Project authorized pursuant to this Master Agreement shall contain all Project specific requirements, such as Scope of Services, Project Schedule, Project Budget, Site Observation requirements, Compensation and other project specific terms which may supplement, supersede or modify the Master Agreement. To the extent of any inconsistency, conflict or discrepancy between the Master Agreement, Exhibit A, the MOU for the Project,, the MOU shall control. Project as used herein shall mean the Project authorized by Exhibit A, the MOU.

...

As identified in the Memorandum of Understanding for the Project

...

As identified in the Memorandum of Understanding for the Project

§ 1.3 The Owner and Architect may rely on the ~~Initial Information~~-Information set forth in the MOU, for the Project. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

PAGE 3

§ 2.1 The Architect shall provide the professional services as set forth in ~~this Agreement~~the MOU for the Project

...

2,000,000.00 per occurrence and in the aggregate

...

1,000,000.00 per occurrence or CSL

.3 Workers' Compensation – Statutory Limits

Employers Liability: 500,000.00 Each Accident
500,000.00 Disease - EA Employee
500,000.00 Disease - Policy Limit

.4 Professional Liability

1,000,000.00 Each Claim/Annual Aggregate

2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirement in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability and Automobile Liability Policies.

2.5.7 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that this obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct action, inaction, or omission by the Owner.

2.5.8 Notwithstanding any other provision herein or in any contract document, the owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer, or any self-insured risk pool of which it is a member may have against the Architect or any of its agents or consultants.

2.5.9 The Architect hereby agrees to maintain the insurance described in section 2.5 and its sub-sections during the term of this Agreement, and if any of said insurance is provided under a "claim made" or "claims based" policy, then said insurance shall be maintained by a period of four (4) years after the date of substantial completion of the total Project. If the Architect fails to furnish and maintain such insurance, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

2.5.10 The Owner shall have the right but not the obligation of prohibiting Architect from entering the Project site until such certificate or other evidence that insurance has been place in complete compliance with this Agreement is received and approved by the Owner.

2.5.11 The Architect's failure to maintain the required insurance may result in termination of this Agreement at the Owner's option.

2.5.12 All insurance required of the Architect shall be the primary insurance. If additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

2.5.13 The Architect shall cause each consultant employed by the Architect to purchase and maintain insurance of the type specified above, in such amounts as are acceptable to the Architect. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

2.5.14 Nothing contained in this Agreement with respect to the procurement of insurance is to be construed as limiting the liability of the Architect. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, or the Architect, but are merely minimums. The obligations of the Architect to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner shall suffer any injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Architects' insurance.

2.5.15 Except for professional liability and worker's compensation insurance, all insurance required of the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suite is brought, except with respect to the limits of the insurer's liability.

PAGE 4

§ 3.1 The Architect's Basic Services consist of those described in ~~Article 3 and include Exhibit A, the MOU, for the Project and shall include, if so provided in said MOU, usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3—the MOU for the Project~~ are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project ~~meetings,~~ meetings reasonably requested by Owner, communicate with members of the Project team and report progress to the Owner.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as not to impact the approved schedule. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable written publicly available design requirements imposed by such governmental authorities and by such entities providing utility services.

PAGE 5

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design ~~approaches—approaches for major systems only.~~ The Architect shall reach an understanding with the Owner regarding the requirements of the ~~Project.~~ Project

PAGE 6

§ 3.4.2 The Architect shall incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the Project.

PAGE 7

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for job site safety, including but not limited to, safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

...

§ 3.6.2.1 The Architect shall visit the site ~~at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, as set forth in the MOU for the Project~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

...

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by ~~both Owner and Contractor, shall not show partiality to either,~~ and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

PAGE 8

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect administratively shall receive from the Contractor mechanic's lien waivers and the Contractor's sworn statements listing subcontractors and material suppliers before issuing payment certificates, and if such waivers or sworn statements, cannot be obtained, then the Architect's Certificate shall be conditional upon receipt of such waivers.

...

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, unless the Architect knows that the shop drawings or other submittal is inaccurate or incomplete.

PAGE 9

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Any change order or series of change orders resulting in an increase in the contract sum of \$10,000.00 or more, or an increase in the contract time of 30 days or more must be approved in writing by Owner in order to be binding upon Owner, and then only if one of the following criteria is satisfied: Owner determines that the circumstances requiring the change a) were not reasonably foreseeable at the time the Contract was signed; b) are germane to the original contract as signed; or c) are in the best interest of the Owner and are authorized by law.

...

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work observed by the Architect complies with the requirements of the Contract Documents.

...

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below MOU for the Project as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

...

Additional Services	Responsibility (Architect, Owner <i>or Not or</i> Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™ 2009)		
§ 4.1.6 Building Information Modeling (E202™ 2008)information modeling		
§ 4.1.12 On-site Project Representation (B207™ 2008)project representation		
§ 4.1.24 LEED® Certification (B214™ 2012)(B214™-2007)		

...

See MOU, for the Project for authorized Additional Services.

§ 4.3 Additional Services ~~Upon written approval of the Owner, additional services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.~~

...

- ~~.6~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- ~~.7~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~.8~~ .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ .8 Evaluation of the qualifications of bidders or persons providing proposals;
- ~~.10~~ .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- ~~.11~~ .10 Assistance to the Initial Decision Maker, if other than the Architect.

PAGE 11

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (~~—~~) See MOU for the Project for number of visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract ~~Documents~~ Documents, additional inspections will become Additional Services to the Contract and will be invoiced on a Time and Material Basis. Language charging the Contractor for these services will be included in the Architects Construction Documents.
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within (~~—~~) months of the date of this Agreement, ~~the time period set forth in the MOU for the Project, ,~~ through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Any authorization to be made by the Owner under this Agreement must be made in writing or via electronic mail by the owner in order to be binding. Notwithstanding the above, however, the Architect acknowledges that the Owner, as a public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education. The Owner's representative shall define what matters require Board of Education approval and notify the Architect so that those approvals can be incorporated into each project schedule as defined in the MOU.

PAGE 12

§ 5.9 ~~The~~ Although the Owner has no duty or obligation to inspect the Project, the Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. ~~Owner, but shall:~~

- .1 Include alternate bids accepted;
- .2 For alternate bids not accepted, eighty (80%) percent of the Architect's fee applied to the Cost of the Work for the alternate not accepted;
- .3 Include full change order amount for all change orders as it increases contract amount. For change orders not accepted, eighty (80%) percent of the Architect's fee applied to the cost associated with the change order;
- .4 For change orders that do not change the construction cost in proportion to the design work required, the Architect's fee shall be computed on a time and material basis.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. Architect, and the Architect shall have not responsibility for such variance nor shall the Architect be responsible if the bids or Cost of the Work exceeds the estimate or Owner's budget.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, ~~without additional compensation,~~ shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. . If the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by twenty (20%) percent or less, the Architect shall modify the Construction Documents as requested by the Owner as an Additional Service. If the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by more than twenty (20%) percent, the Architect shall modify the Construction Documents without additional compensation to reduce the Cost of the Work to conform to Owner's budget. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article ~~6-6~~

...

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, the Project, and for informational purposes only for altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the

Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

...

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~
Intentionally Deleted

...

The method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

Intentionally Deleted.

Intentionally Deleted.

Intentionally Deleted.

Intentionally Deleted.

§ 8.2 MEDIATION

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date~~

of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this ~~Agreement~~ Agreement for the Project. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.4 Either party may terminate this Agreement for the Project upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement for the Project upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7~~ due.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3~~ State of Illinois.

...

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the ~~other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement~~ other.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the images of any students from whom the District does not have a photographic waiver, or the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to

perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

...

As set forth in the Memo of Understanding for the Project.

§ 11.2 For Additional Services designated in Section 4.1, the MOU for the Project, the Owner shall compensate the Architect as follows:

...

In accordance with the Hourly Rates set forth herein.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the MOU for the Project, the Owner shall compensate the Architect as follows:

...

In accordance with the Hourly Rates set forth herein.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)

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As set forth in the MOU for the Project. The per hourly rates shall remain constant through the end of the year and may be adjusted annually thereafter.

...

- ~~.1~~ — ~~Transportation and authorized out of town travel and subsistence;~~
- ~~.2~~ — ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3~~ — ~~.1 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4~~ — ~~.2 Printing, reproductions, plots, standard form documents;~~
- ~~.5~~ — ~~.3 Postage, handling and delivery;~~
- ~~.6~~ — ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7~~ — ~~.4 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8~~ — ~~.5 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
- ~~.9~~ — ~~All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10~~ — ~~Site office expenses; and~~
- ~~.11~~ — ~~.6 Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

...

Per mutual agreement between Owner and Architect.

...

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 ~~Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%—~~ Payments shall be due and interest calculated in accordance with the *Illinois Governmental Prompt Payment Act*.

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12.1 No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

12.3 The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidders, bidding forms, bidding requirements, and general and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

12.4 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work, shall not create any liability on the part of the Owner for errors, omissions or inconsistency or other fault in the Architect's work.

12.5 Indemnification

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials and employees ("indemnitees") for liabilities incurred by the Indemnitees to third parties arising out of or resulting from the performance of the Architect's services, to the extent such liability (i) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of copyright protected material or otherwise protected intellectual property by the Architect and (ii) is caused by wrongful or negligent act or omission in the rendering of professional services by the Architect, its consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

The Owner shall include as a requirement in the Contract Documents that the Contractor shall reimburse, defend, hold harmless and indemnify Architect from all attorney's fees, costs and expenses expended by the Architect in defending any claims made against it for bodily injury or property damage arising out of, resulting from or in any way connect

with any construction work performed by the Contractor or anyone retained by the Contractor on the project, including but not limited to subcontractors or material suppliers.

12.6 The Architect shall notify the owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim.

12.7 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is commenced and an estimate of the cost or method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. The Architect shall not be entitled to payment for Additional Services involved in:

- a. Revisions of or additions to the Project Documents required because of errors or omissions of the Architect.

12.8 To the extent applicable to the Architect, the Architect agrees to fully comply with the requirements of the Illinois Human Rights Act 775 ILCS 5/1-101 et seq., including, but not limited to the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including but not limited to the Americans With Disabilities Act. 42 U.S.C. Section 12101, et seq. and rules and regulations promulgated thereunder.

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- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect and any amendments or supplementary conditions thereto.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if ~~completed, or the following: completed.~~

...

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A, the Memorandum of Understanding (MOU) for the Project.

...

DLA Architects, Ltd.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:24:22 on 05/16/2018 under Order No. 4345040068 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**Community High School District 94
West Chicago, Illinois
Office of Human Resources**

Memorandum

To: Board of Education
From: Cheryl Moore, Director of Human Resources
Date: June 1, 2018
Re: Request to approve the updated Certified Staff Evaluation Plan and incorporated Student Growth Handbook

During the 2017/18 school year the Evaluation Committee reviewed and updated the Certified Staff Evaluation Plan. The committee is comprised of six Certified Staff members and six Administrators. The following changes were recommended by the committee:

1. Update language to comply with and reflect school code language and requirements. The last revision of the Evaluation Plan was December 2011.
2. Incorporate Secondary Evaluator MOU so that Secondary Evaluators do not contribute to the Summative Evaluation. (Section G.4, p. 10, Section H.4, p.12, Section J.3, p.14)
3. Incorporate the Student Growth Handbook in the Evaluation Plan Document. The Student Growth Handbook was also updated to reflect an "all in" SLO option. (Student Growth Handbook and Section 0, p. 20)
4. Clarify the professional practice rating definitions (Section N, p. 19-20)
5. Add definition of "teacher duties" as required in school code (Section E, p.7)
6. Retain the Danielson Framework from 2007 but review the 2013 Framework in 2018/19
7. Simplify the rebalancing process if the number of staff to be evaluated becomes unbalanced in a division (Section F.9 p.9)

The Association has reviewed and approved the committee's recommendations. I am asking the Board of Education to approve the updated plan document and student growth handbook to be effective with the 2018/19 school year.

Complete Growth and Evaluation Framework

Adapted from
“Enhancing Professional Practice: A Framework for Teaching”
by Charlotte Danielson, 2nd Ed., ASCD, 2007

September 2008
Revised May 2009
Revised May – July, 2010
Revised October - December, 2011
Revised – May, 2018

The Professional Growth and Evaluation Plan described herein
is the one agreed upon and referenced in
“Article 10: Members of the Bargaining Unit Evaluation”
of the
Contractual Agreement
between the
Board of Education of Community High School District 94
and the
West Chicago High School Teachers’ Association, Inc.

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Definitions

Licensed Employee: Any school district employee who must be licensed under the laws of the State of Illinois relating to the licensure of teachers and who is represented by the Bargaining Unit

Contractual Continued Service: Commonly called tenure, it means the employee is:

- continuously employed from year to year unless given proper notice of layoff or dismissal for cause
- entitled to seniority rights
- entitled to rights of due process

Evaluation: A process required by the School Code for all licensed school district employees to improve the educational services of the elementary and secondary public school and that may result in remedial action being taken when deemed necessary

Non-Tenured: A licensed employee who has not entered into Contractual Continued Service

Professional Development Plan (PDP): Designed for licensed employees who are tenured and have received documentation of needing improvement and is to be used when a licensed employee is rated “Needs Improvement”

Remediation Plan: Designed for licensed employees who are tenured and is to be used when a licensed employee is rated “Unsatisfactory”.

Formal observation means a specific window of time that is scheduled with the licensed staff member for the qualified evaluator, at any point during that window of time, to directly observe professional practices in the classroom or in the school.

A formal observation shall allow the qualified evaluator to acquire evidence of the staff member’s planning, instructional delivery, and classroom management skills and shall involve one of the following activities: an observation during a complete lesson or an observation during an entire class period.

Growth observation means an announced or unannounced observation that is not used for Summative Evaluation purposes. A growth observation consists of at least a full class period observation using Domains 1, 2 and 3 which results in a growth discussion with the licensed staff member. The outcome of a growth observation is personal reflection of professional practice. Evidence gathered during a growth observation is not used in the summative evaluation.

Informal observation means observations of a licensed staff member by a qualified evaluator that are not announced in advance of the observation and not subject to a minimum time requirement.

Following an informal observation, the qualified evaluator shall provide feedback to the staff member either orally or in writing (electronic or paper) and if the feedback is in a written format, also provide the staff member with an opportunity to have an in-person discussion with the evaluator.

Evidence gathered during the informal observations may be considered in determining the performance evaluation rating, provided it is documented in writing.

Non-Tenured Framework: Designed to promote growth, to support, and to evaluate licensed employees in their probationary period and to make tenure decisions, where applicable

Tenured Framework: Designed for successful licensed employees who are tenured.. The Growth and Evaluation Framework will encourage licensed employees to extend their professional development

Professional Duties: Professional duties include but are not limited to: maintenance of records and parent contacts; conversations between the licensed employee and the evaluator; maintenance of artifacts such as quizzes, tests and handouts and evidence of pupil progress; maintenance of documentation of achievement of instructional or service objectives; and maintenance of other data relating directly to specific duties and responsibilities of licensed employees.

School Days: Days when licensed employees are working.

Days: Calendar days

Growth and Evaluation Framework

A. Introduction

The goal of every Community High School employee is to improve student learning. To that end, the District has developed and embraced a philosophy of growth and evaluation through the use of a Framework based on work done by Charlotte Danielson that is clustered into four Domains of Planning and Preparation, Classroom Environment, Instruction, and Professional Responsibilities. The Domains include statutory mandated language on attendance, instructional planning, classroom management, instruction methodology, and competency in the subject matter taught.

“These responsibilities seek to define what teachers should know and be able to do in the exercise of their profession.” (Danielson, 1)

Each licensed employee is a member of a collegial team that strives to study student learning and explore new instructional techniques in a supportive environment. All recognize that licensed employees are at many levels of professional proficiency. Through collaboration, trust and collegial exchanges on significant issues related to student learning, licensed employees and evaluators can work together to promote professional growth.

Professional growth and evaluation are based on the defined domains of the Framework for Teaching commonly understood and approved by all.

“By providing an agreed upon framework for excellence, a framework for teaching serves to structure conversations among educators about exemplary practice.” (Danielson, 6)

The current Evaluation Plan document is the result of collaborative efforts of District 94 Administration and representatives from the West Chicago High School Teachers’ Association (WCHSTA).

B. Beliefs

1. Improved student learning is the priority of Community High School.
2. The quality of teaching directly affects student achievement. As such, all staff should seek to demonstrate performance in the “proficient” and “distinguished” ranges. No message should be communicated that conveys or implies District comfort with maintaining a level of performance in the “basic” range. Performance in areas of “basic” and “unsatisfactory” without demonstrated growth or interest in growth is unacceptable. Expectations for performance should be set so as to cause all staff to stretch to their full potential.
3. The District views the willingness of a licensed employee to seek help as a mark of maturity and an effort to enhance performance. Requests for assistance will not be used as evidence of performance deficiencies in the evaluation process. Such help may include, to the extent

services are available, additional observations, specific resource materials, peer consultations, visits to classrooms of colleagues, and suggestions from deans on disciplinary alternatives and strategies.

4. The Domains are based on research findings, consensus regarding best practice, norms and ethics.
5. No single model of teaching is appropriate for all teaching situations.
6. Not all criteria from the Domains will be evident nor are they expected to be present during any one observation or series of observations.
7. Licensed employees are professionals and, as such, have the responsibility to engage in professional growth.
8. Staff must be supported in their professional growth. The District will commit itself to help all staff achieve the excellence desired.
9. The evaluation process must inform and assure professional growth. Disciplinary matters may also be handled outside this Framework.
10. Constructive dialog among professional staff in an atmosphere of mutual trust and respect is paramount to the success of a professional growth and evaluation plan.
11. Community High School uses its Framework to help retain licensed employees who demonstrate the success and potential for excellence coveted by the District.
12. Great schools must accommodate and capitalize on professional differences. It should be a goal to work closely with all educators to discover their natural talents and transform those talents into strengths.
13. In the event that any component of this Plan is not in compliance with Illinois School Code, the School Code shall govern.

C. Goals

1. To improve student learning.
2. To engage all educators and evaluators in conversations about the Framework and exemplary practice.
3. To provide continuous opportunities for licensed employees to strengthen their practice in the Domains.
4. To provide evaluators with continuous training in observation and report writing.

5. To provide a collegial environment for dialogue about observation findings and goal planning.
6. To assess the Growth and Evaluation Framework and revise, as needed.
7. To conform all evaluation practices to 105 ILCS 5/24-11, 5/24-12 and 5/24A.
8. To make re-employment/tenure decisions where applicable.

D. Overview

The Growth and Evaluation Framework at Community High School District 94 has three main components:

- **Non-Tenured Framework** for non-tenured licensed employees.
- **Tenured Framework** for tenured licensed employees.
- **Needs Improvement Plan** for tenured licensed employees who need improvement.

Each of these components is based upon, and consistent with, the BELIEFS and GOALS herein stated. Each sets forth the minimum requirements to be met. Going beyond them is welcomed and encouraged.

The Non-Tenured Framework for non-tenured licensed employees is designed to promote growth, and to support, and to evaluate non-tenured licensed employees in their probationary period with CHS and to make re-employment/tenure decisions, where applicable.

The Tenured Framework is designed for licensed employees already under contractual continued service (tenured). It provides tenured licensed employees an opportunity to grow professionally by exploring creative options consistent with the Domains. The Growth and Evaluation Framework will encourage licensed employees to extend and perfect their professional development.

The Needs Improvement Plan is designed for licensed employees who are tenured and have received documentation of needing improvement and is to be used when a tenured licensed employee is rated “Needs Improvement.”

E: Description of Teacher Duties and Responsibilities

Listed below are the minimum expectations for all licensed staff.

- Plan and prepare lessons, activities, case studies, assessments, etc. appropriate for the assignment.
- Instruct students and assess students to inform instruction.
- Supervise and manage student behavior to optimize student learning.
- Create an environment of respect and rapport.
- Communicate with students and engage students in learning.

- Use a variety of instructional techniques to optimize student learning.
- Engage in professional learning communities, attend and participate in meetings, and perform other collaborative and growth activities within the professional community.
- Maintain accurate and timely records.
- Other duties as assigned.

F. General Procedures

Gathering of Information — Evaluators shall use information as related to the Domains. Observations of professional duties such as maintenance of records and parent contacts, conversations between the licensed employee and evaluator, a review of artifacts such as quizzes, tests and handouts, evidence of pupil progress; documentation of achievement of instructional or service objectives, and other data relating directly to specific duties and responsibilities of licensed employees may be included. However, no information shall be included that has not previously been made known to, and discussed with, the licensed employee.

Procedural Guidelines —

1. At the start of the school term (i.e., the first day students are required to be in attendance), the Administration shall provide a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term to each licensed employee affected or, if the affected employee is hired after the start of the school term, then no later than 30 days after the contract is executed.
2. The evaluation process will not begin until all licensed employees are provided an orientation regarding the Framework procedures and instruments. This orientation may be provided in a general staff meeting and will include information on where staff can find the written evaluation plan document.
3. Prior to the first formal observation, the licensed employee shall meet with his/her evaluator to review the elements of the plan and collaboratively discuss areas on which to focus during the coming year. After this initial meeting, the licensed employee and the evaluator will use the forms prescribed herein.
4. All licensed employees shall receive the notification of the names of their evaluators At the start of the school term (i.e., the first day students are required to be in attendance) or, if the affected employee is hired after the start of the school term, then no later than 30 days after the contract is executed.
5. Any classroom observations to be used to evaluate a licensed employee shall be documented using the approved forms and discussed with the licensed employee. A copy of the documents shall be provided to the licensed employee, and a copy of the documents shall be signed by the licensed employee and the evaluator and placed in the licensed employee's personnel file. All final documents submitted for the personnel file shall be typed.

6. A licensed employee may provide a written statement responding to items in any Observation Report and/or Evaluation document. The response will be included in the employee's evaluation file. Any response must be delivered to the Principal within ten (10) school days following receipt of the report.
7. Each non-tenured licensed employee shall be evaluated each school year.
8. Each tenured employee will be evaluated at least every other school year.
9. In order to maintain a balance in the number of licensed staff evaluated each year, some tenured staff may be evaluated in consecutive years. In the event this occurs the Division Head will first ask for volunteers. If there are no volunteers then the Division Head will determine which staff will be placed on evaluation cycle. Upon completion of the consecutive evaluation cycle, the tenured employee shall be placed upon an every other year cycle. December redlined version approved at 1/23/18 meeting.
10. Licensed employees who have completed four full school years and have not entered into contractual continued service (tenure) solely because of holding one or more part-time assignments during those four years shall subsequently be evaluated every other school year.
11. Evaluation material or other data in the licensed employee's personnel file shall be reviewed with the employee, his/her representative, and the Human Resources Administrator, or his/her designee, upon request of the employee, pursuant to Board Policy ¶ 6023 on Maintenance, Inspection, and Dissemination of Personnel Records.
12. The State-required rating of each tenured licensed employee's performance as "Excellent," "Proficient," "Needs Improvement", or "Unsatisfactory" shall be followed.
13. Observation Reports must be completed on the approved forms.
14. In a setting where more than one licensed employee is present and one of the employees is being observed for evaluation, the evaluator shall refer in all resulting documents to licensed employees not being evaluated as "the co-teacher", "the facilitator", "the second teacher" or using some similarly appropriate terms which maintain the focus of the evaluation solely on the employee being evaluated.
15. Evaluators:
 - a. All evaluators in the professional growth and evaluation process must meet the requirements of the State to fulfill that role.
 - b. Each licensed employee shall be informed of the name(s) of his/her evaluators prior to any formal observation. A licensed employee shall be promptly notified of any change in the assignment of an evaluator. In addition to the evaluators assigned by the Principal, a licensed employee may ask a colleague to coach him/her during the professional growth and evaluation process.

- c. Evaluators shall use information as related to the Domains. Furthermore, no information shall be included that has not previously been made known to, and discussed with, the licensed employee.
- d. All formal evaluation reports must be completed and signed by a State-approved Evaluator.
- e. All parties will follow all timelines unless the parties mutually agree to a revised timeline. If a different timeline is agreed to it shall be put in writing.

G. Non-Tenured Framework: First and Second Year licensed employees

“Given the complexity of teaching, a map of the territory is invaluable to novices, providing them with a pathway to excellence. If the map is used well and shared by mentors, it can help make the experience of becoming an accomplished professional a rewarding one.” (Danielson p. 12)

The Non-Tenured Framework is designed to promote growth, to support, and to evaluate non-tenured licensed employees in their probationary period at CHS and to make tenure decisions, where applicable.

Procedural Guidelines —

1. All non-tenured licensed employees will be assigned a primary and secondary evaluator.
2. Primary evaluators will make a minimum of three (3) classroom observations for first and second year licensed employees each year. The first observation shall be informal and shall take place within the first six (6) weeks of the school year.
3. Secondary evaluators will make a minimum of two (2) classroom observations for first and second year licensed employees.
4. Secondary evaluators will only perform “growth” observations. Feedback from the secondary evaluator will not be used for the summative evaluation.
5. The employee shall complete Form I-A and bring it with him/her to the pre-conference with the evaluator for discussion. In lieu of a request in advance of the observation, the non-tenured licensed employee may be asked to bring the objectives and the Standards used to the post-observation conference.
6. Within two (2) school days after each classroom observation, a reflective conference may be held utilizing Form II as a basis for discussion.
7. Within ten (10) days, a post-observation conference using the Forms II and III-A will be held. The Collaborative Summary Form III-B will be signed by both the non-tenured licensed

employee and the evaluator, attached to Form I-A, if applicable, and Form III-A and placed in the employee's personnel file.

8. The District views the willingness of a non-tenured licensed employee to seek help as a mark of maturity and an effort to enhance performance. Requests for assistance will not be used as evidence of performance deficiencies in the evaluation process. Such help may include additional observations, specific resource materials, peer consultations, visits to classrooms of colleagues, and suggestions from Deans on disciplinary alternatives and strategies.
9. Nothing herein shall preclude additional observations as deemed necessary by the primary evaluator.
10. In order to provide continual growth, within fifteen (15) school days into a new school year, the second, third, and fourth year non-tenured licensed employee and the evaluator will consider the previous year's observation and reflective summaries when mutually deciding upon a set of goals for the upcoming year.
11. First year non-tenured staff will have a conference to review progress toward tenure with the Principal and the Human Resources Administrator in January.
12. Summative — The primary evaluator for non-tenured licensed employees shall prepare a "Summative Evaluation Report" Form V not later than the end of the first full week of March.
 - a. The primary evaluator shall hold a conference with the non-tenured licensed employee no later than the end of the first full week of March to discuss the Summative Evaluation Report (Form V). The employee may provide a written statement responding to the Report within ten (10) school days of the conference. The Summative Evaluation Report shall describe the non-tenured licensed employee's strengths and weaknesses with support reasons for comments made. A copy of the report shall be provided to the non-tenured licensed employee, be signed by the non-tenured licensed employee and the evaluator, and be placed in the non-tenured licensed employee's personnel file. The report shall not contain information that has not previously been made known to, and discussed with, the non-tenured licensed employee.
 - b. The primary evaluator shall make a recommendation to the Human Resources Administrator and the Principal regarding the employment or non-reemployment of each non-tenured licensed employee who has not entered upon continued contractual service status. If the Human Resources Administrator and the Principal recommend to the Superintendent that a non-tenured licensed employee who has not entered into continued contractual service not be reemployed, the non-tenured licensed employee shall be so notified by the Human Resources Administrator and the Principal. The non-tenured licensed employee shall be given a rating of "Excellent", "Proficient", "Needs Improvement", or "Unsatisfactory" as listed on Form V and as defined in section N of the Plan.

13. The primary evaluator shall hold a reflective conference with returning, non-tenured licensed employees before the end of May.

H. Non-Tenured Framework: Third and Fourth Year licensed employees

“Given the complexity of teaching, a map of the territory is invaluable to novices, providing them with a pathway to excellence. If the map is used well and shared by mentors, it can help make the experience of becoming an accomplished professional a rewarding one.” (Danielson p. 12)

The Non-Tenured Framework is designed to promote growth, to support, and to evaluate non-tenured licensed employees in their probationary period at CHS and to make tenure decisions, where applicable.

Procedural Guidelines —

1. All non-tenured licensed employees will be assigned a primary and secondary evaluator.
2. Primary evaluators will make a minimum of two (2) classroom observations for third and fourth year licensed employees each year. The first observation shall be formal. The second may be formal or informal.
3. Secondary evaluators will make a minimum of two (2) classroom observations for third and fourth year licensed employees.
4. Secondary evaluators will only perform “growth” observations. Feedback from the secondary evaluator will not be used for the summative evaluation.
5. The employee shall complete Form I-A and bring it with him/her to the pre-conference with the evaluator for discussion. In lieu of a request in advance of the observation, the non-tenured licensed employee may be asked to bring the objectives and the Standards used to the post-observation conference.
6. Within two (2) school days after each classroom observation, a reflective conference may be held utilizing Form II as a basis for discussion.
7. Within ten (10) days, a post-observation conference using the Forms II and III-A will be held. The Collaborative Summary, Form III-B, will be signed by both the non-tenured licensed employee and the evaluator, attached to Form I-A, if applicable, and Form III-A and placed in the employee’s personnel file.
8. The District views the willingness of a non-tenured licensed employee to seek help as a mark of maturity and an effort to enhance performance. Requests for assistance will not be used as evidence of performance deficiencies in the evaluation process. Such help may include additional observations, specific resource materials, peer consultations, visits to classrooms of colleagues, and suggestions from Deans on disciplinary alternatives and strategies.

9. Nothing herein shall preclude additional observations as deemed necessary by the primary evaluator.
10. In order to provide continual growth, within fifteen (15) school days into a new school year, third and fourth year non-tenured licensed employee and the evaluator will consider the previous year's observation and reflective summaries when mutually deciding upon a set of goals for the upcoming year. For staff not using student growth to comprise 30% of the evaluation rating, during this meeting, there will be an initial discussion to develop an Individual Professional Development Plan (IPDP), mutually agreeable to the licensed employee and the primary evaluator. Additional meetings on the IPDP may be held if necessary.

The IPDP should focus on professional development in the following areas:

- ✓ instructional methodologies
- ✓ content area knowledge
- ✓ curriculum development emphases
- ✓ assessment
- ✓ intervention strategies
- ✓ incorporation of technology in instruction
- ✓ other mutually agreed-upon initiative related to Department, Division, and/or School-wide goals and objectives

IPDP methodologies may include:

- ✓ peer observation
- ✓ surveys
- ✓ action research
- ✓ portfolio development
- ✓ cognitive coaching
- ✓ other mutually agreed upon approaches

Within two (2) weeks of the meeting, the third or fourth year licensed employee, in collaboration with his/her evaluator, shall complete Form IV-A. Licensed employees and evaluators are encouraged to share IPDP results with colleagues in a structured setting in order to foster a community of professional learners.

11. Summative — The primary evaluator for non-tenured licensed employees shall prepare a “Summative Evaluation Report” Form V not later than the end of the first full week of March.
 - a. The primary evaluator shall hold a conference with the non-tenured licensed employee no later than the end of the first full week of March to discuss the Summative Evaluation Report (Form V). The employee may provide a written statement responding to the Report within ten (10) school days of the conference. The Summative Evaluation Report shall describe the non-tenured licensed employee's strengths and weaknesses with support reasons for comments made. A copy of the report shall be provided to the non-

tenured licensed employee, be signed by the non-tenured licensed employee and the evaluator, and be placed in the non-tenured licensed employee's personnel file. The report shall not contain information that has not previously been made known to, and discussed with, the non-tenured licensed employee.

- b. The primary evaluator shall make a recommendation to the Human Resources Administrator and the Principal regarding the employment or non-reemployment of each non-tenured licensed employee who has not entered upon continued contractual service status. If the Human Resources Administrator and the Principal recommend to the Superintendent that a non-tenured licensed employee who has not entered into continued contractual service not be reemployed, the non-tenured licensed employee shall be so notified by the Human Resources Administrator and the Principal. The non-tenured licensed employee shall be given a rating of "Excellent", "Proficient", "Needs Improvement", or "Unsatisfactory" as listed on Form V and as defined in section N of the Plan.

12. Third and fourth year licensed employees shall meet with evaluators as necessary to discuss progress on the IPDP if used. In May, a Verification of Completion of Plan (Form IV-B) shall be submitted to the primary evaluator.

I. Non-Tenured, Part-Time Employees

Part-time, non-tenured staff members shall be evaluated utilizing the framework as outlined for employees in years 1 & 2 (see section F, above) for the first two years of employment. During subsequent years of part-time status, staff members shall be evaluated every other year utilizing the framework as outlined for employees in the non-tenured framework. In the event that a part-time employee moves into a full-time role, in year 1 of the full time role, he or she would then be considered to be in year 1 for the purposes of the evaluation plan and shall follow the framework for years 1, 2, 3, 4 and his or her tenured years as outlined in sections G and H above.

J. Tenured Framework

The Tenured Framework is designed for licensed employees who are tenured. It provides such employees an opportunity to grow professionally by exploring creative options consistent with the components of the Framework. The Growth and Evaluation Framework will encourage tenured licensed employees to extend their professional development.

Procedural Guidelines —

1. All tenured staff shall be assigned both a primary and secondary evaluator.
2. The tenured licensed employee will be formally observed a minimum of once (1) during the first semester by a primary and one (1) during the year by the secondary evaluator.
3. Secondary evaluators will only perform "growth" observations. Feedback from the secondary evaluator will not be used for the summative evaluation.

4. Within ten (10) days, a post-observation conference using the Forms II and III-A will be held. The Collaborative Summary (Form III-B) will be signed by both the tenured licensed employee and the evaluator, attached to Form I-A, if applicable; and Form III-A, and placed in the employee's personnel file.
5. In order to provide continual growth, within fifteen (15) school days into a new school year, the tenured licensed employee and the evaluator will consider previous years' observations and reflective summaries when mutually deciding upon a set of goals for the upcoming year. For staff not using student growth to comprise 30% of the evaluation rating, during this meeting, there will be an initial discussion to develop an Individual Professional Development Plan (IPDP), mutually agreeable to the licensed employee and the primary evaluator. Additional meetings on the IPDP may be held if necessary.

The IPDP should focus on professional development in the following areas:

- ✓ instructional methodologies
- ✓ content area knowledge
- ✓ curriculum development emphases
- ✓ assessment
- ✓ intervention strategies
- ✓ incorporation of technology in instruction
- ✓ other mutually agreed-upon initiative related to Department, Division, and/or School-wide goals and objectives

IPDP methodologies may include:

- ✓ peer observation
- ✓ surveys
- ✓ action research
- ✓ portfolio development
- ✓ cognitive coaching
- ✓ other mutually agreed upon approaches

Within two (2) weeks of the meeting, the third or fourth year licensed employee, in collaboration with his/her evaluator, shall complete Form IV-A. Licensed employees and evaluators are encouraged to share IPDP results with colleagues in a structured setting in order to foster a community of professional learners.

6. The District views the willingness of a tenured licensed employee to seek help as a mark of maturity and an effort to enhance performance. Requests for assistance will not be used as evidence of performance deficiencies in the evaluation process. Such help may include additional observations, specific resource materials, peer consultations, visits to classrooms of colleagues, and suggestions from Deans on disciplinary alternatives and strategies.
7. Nothing herein shall preclude additional observations as deemed necessary by the primary evaluator.

8. The tenured licensed employee, in collaboration with his/her evaluator, shall complete Form IV-A.
9. Summative — The primary evaluator shall hold a conference with the tenured licensed employee no later than the end of the first full week of March to discuss a Summative Evaluation Report (Form V) regarding the tenured licensed employee's performance. The report shall not contain information that has not previously been made known to, and discussed with, the tenured licensed employee. The tenured licensed employee shall be given a rating of "Excellent", "Proficient", "Needs Improvement", or "Unsatisfactory" as listed on Form V and as defined in section N of the Plan. A copy of the report shall be provided to the tenured licensed employee, be signed by the tenured licensed employee and the evaluator, and be placed in the tenured licensed employee's personnel file.
10. The primary evaluator shall hold a conference with the tenured licensed employee prior to May 30 to review the IPDP if applicable (Form IV-B).
11. Tenured licensed employees will be evaluated a minimum of every two (2) years. However, in order to maintain balance in the number of licensed employees evaluated each year, an evaluation cycle rebalancing program may be implemented. (See General Procedures section F.9) for rebalancing procedures.
12. Tenured licensed employees shall meet with evaluators as necessary to discuss progress on the IPDP if applicable. In May, a Verification of Completion of Plan (Form IV-B) shall be submitted to the primary evaluator.

K. The Professional Development Plan (PDP - Tenured Staff Only)

When evidence exists that the performance by any tenured licensed employee has observably deteriorated and/or failed to meet the basic level of performance based on the Framework rubrics as defined by a "needs improvement" rating a professional development plan (PDP) will be developed within 30 days of completion of the evaluation. The process to develop the PDP is as follows:

Evidence must be documented and based upon the Framework domains included in this Plan. There will be an initial meeting with the licensed employee to share the evidence that has been accumulated and hear his/her response.

In addition the tenured licensed employee will have an opportunity to have a representative meet with him/her and to submit a written response to the accumulated evidence within ten (10) days.

At a second meeting between the Principal, the primary evaluator and the tenured licensed employee (who may have an Association representative present), a strategy will be developed collaboratively to improve the performance of the tenured licensed employee. If such strategy does not provide evidence of meeting the "Proficient" level of performance within the agreed-upon timeline, the tenured licensed employee shall be rated "Unsatisfactory" and placed on

remediation. This section does not invalidate other contractual provisions or policies that address disciplinary procedures.

L. Remediation Upon Unsatisfactory Evaluation

A tenured licensed employee who is rated “Unsatisfactory” by his/her supervisor and referred to formal observation will participate in a remediation plan pursuant to Article 24A-5 of the Illinois School Code.

1. Within thirty (30) calendar days after a tenured licensed employee has been provided a copy of a Summative Evaluation Report specifying s/he has been rated “Unsatisfactory”, a qualified Administrator and a Consulting Teacher selected by the Administrator or by the Principal will meet with the tenured licensed employee to develop and implement a remediation plan. An Association representative may attend this meeting provided the tenured licensed employee requests such representation. An Association representative may also attend the evaluation sessions held during the year in which the tenured licensed employee is subject to the remediation plan, upon the request of the tenured licensed employee.
2. The remediation plan shall:
 - a. specifically address the reasons for initiation of said plan.
 - b. assign a Consulting teacher. (According to the Illinois School Code).
 - c. assign a new, second evaluator (according to the Illinois School Code). This evaluator shall not be the employee’s primary or secondary evaluator for that school year.
 - d. continue for a period of ninety (90) school days immediately following receipt of the remediation plan.
 - e. include evaluations and ratings at the mid-point and at the conclusion of the remediation period conducted by the new, second evaluator.
 - f. be developed by the participating Administrator and the Consulting Teacher with input from the remediating teacher.
 - g. require the participating Administrator to make the evaluation decision in accordance with the Illinois School Code.
 - h. if necessary, the 90-day period shall carry over from one year to the next year.
 - i. provide ways for the Consulting Teacher to provide advice to the tenured licensed employee rated Unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.

- j. specify the number and names of the Administrators who will be serving as evaluators under the remediation plan.
3. Selection of Consulting Teacher —
- a. The Consulting Teacher shall be selected by the participating Administrator or Principal from a list of five (5) names of qualified licensed employees supplied by the Association or the names of all teachers so qualified if that number is less than 5.
 - b. To be qualified, the Consulting Teacher must be an educational employee as defined in the Educational Labor Relations Act, have at least five (5) years' teaching experience, have a reasonable familiarity with the assignment of the tenured licensed employee being evaluated, be willing to serve as a Consulting Teacher, and must have received an "Excellent" rating on his/her most recent evaluation.
 - c. Where no licensed employee within the District meets the requirement of a qualified Consulting Teacher, the District must request the Regional Office of Education of Education to supply an individual who meets these qualifications.
 - d. A licensed employee assigned to serve as a Consulting Teacher to a tenured licensed employee rated "Unsatisfactory" shall be provided one (1) period of release time per day for the term of the remediation.
 - e. Any written records or notes made by the Consulting Teacher are confidential and may neither be subpoenaed for or against the tenured licensed employee.
4. Reinstatement to Evaluation Schedule —
- a. Any tenured licensed employee who completes the ninety (90) school day remediation plan with a "Proficient" or better rating shall be reinstated to the District's biennial evaluation cycle. The immediately-following school year shall be an evaluation year under the biennial evaluation schedule.
 - b. The participating Administrator shall conduct evaluations of the reinstated tenured licensed employee consistent with the District's evaluation plan that has been approved by the State.
5. Dismissal —
- a. Any tenured-licensed employee who fails to complete any applicable remediation plan with a "Proficient" or better rating shall be recommended for dismissal in accordance with Section 24-12 of the Illinois School Code (105 ILCS 5/24-12).
 - b. The District and the tenured licensed employee subject to a dismissal hearing shall not compel the testimony of a Consulting Teacher at such hearing — either as to the rating process or for opinions of performances by the tenured licensed employee under remediation.

- c. Nothing herein shall be construed as preventing immediate dismissal of a tenured licensed employee for deficiencies which are deemed irremediable or for actions which are injurious to or endanger the health or person of students in the classroom or school.

M. Considerations for Implementing the Framework

The rating of a member of the bargaining unit should be dependent upon performance on the components of the Framework Domains, as evidenced by the data collected and analyzed by the evaluator(s).

Assignment of a final rating should be determined by the evidence collected and analyzed only after the additional factors below have been considered:

Growth: The progress that has been made by the member of the bargaining unit over the course of the observation and evaluation year.

Challenge: The extent of unique and extreme needs in the students with whom the member of the bargaining unit works during the observation and evaluation year.

Assigned courses (“preparations”): The number of different assigned courses and/or newly assigned courses during that particular year, if applicable.

Adversity: The response of the member of the bargaining unit to the various forms of adversity that arise during the year that cannot be anticipated.

Resourcefulness: The extent to which the member of the bargaining unit seeks out and draws upon the resources within the District to meet his/her needs during the observation and evaluation year.

Timing: The recognition that an observation can be an aberration from performance that is customarily stronger.

Newness: The occasion of initially teaching a newly-designed lesson which holds promise but requires adjustment to reach its latent potential.

The above situations and others relevant to the rating but not noted above should be explained in the Summative Evaluation Report.

N. Standards for Performance Professional Practice Rating

The Professional Practice Rating is 70% of the summative rating and is determined as follows:

1. “Excellent” Rating: A licensed employee who is rated as “Excellent” performs primarily in the Proficient and Distinguished Domain components, may have a few Basic Domain components, and has no Unsatisfactory Domain components as evidenced by data collected and analyzed by the evaluators.

2. **“Proficient” Rating:** A licensed employee rated as “Proficient” performs primarily in the Proficient Domain components, may have some Distinguished and Basic Domain components, and generally has few or no Unsatisfactory Domain components as evidenced by data collected and analyzed by the evaluators.
3. **“Needs Improvement” Rating:** A licensed employee who is rated as “Needs Improvement” performs primarily in the Basic Domain components, may have some Proficient and Unsatisfactory Domain components, and generally has few or no Distinguished Domain components as evidenced by data collected and analyzed by the evaluators..
4. **“Unsatisfactory” Rating:** A licensed employee who is rated as “Unsatisfactory” performs primarily in the Basic and Unsatisfactory Domain components, may have a few Proficient Domain components, and generally has few or no Distinguished Domain components as evidenced by data collected and analyzed by the evaluators.

O. Student Growth Rating

Student Growth Rating is 30% of the Summative Rating and is defined in the CHS Student Growth Guidebook

P. Summative Rating Determination

The Summative Rating is determined using the following grid:

		Professional Practice Rating			
		Unsatisfactory	Needs Improvement	Proficient	Excellent
Student Growth Rating	Unsatisfactory	Unsatisfactory	Needs Improvement	Proficient	Proficient
	Needs Improvement	Unsatisfactory	Needs Improvement	Proficient	Excellent
	Proficient	Needs Improvement	Needs Improvement	Proficient	Excellent
	Excellent	Needs Improvement	Needs Improvement	Proficient	Excellent

Q. Recommended Timelines for Pre-Tenured Licensed Employees

Years 1, 2:

1. Observations
 - Primary Evaluator
 - Minimum of three (3) per year
 - Observation 1 (growth) - within the first six (6) weeks of the school year
 - Observation 2 (formal) - before end of December
 - Observation 3 (formal) - before end of February
 - Secondary Evaluator – Two (2) observations per year
 - Observation 1 (growth) - before end of December
 - Observation 2 (growth) - before end of February
 - Third Evaluator (if requested)
 - Two (2) observations per year
 - Observation 1 (formal) – before end of December
 - Observation 2 (formal) – before end of February
2. Summative Report — Before the end of the first full week of March
3. Reflective conversation (for returning licensed employees) before the end of May
4. Nothing herein shall preclude additional observations as deemed necessary by the primary evaluator or requested by the licensed employee.

Years 3, 4:

1. Observations
 - Primary Evaluator
 - Minimum of two (2) observations per year
 - Observation 1 (formal)
 - Observation 2 (formal, informal or growth)
 - Secondary Evaluator
 - Two (2) observations per year
 - Observation 1 (growth)
 - Observation 2 (growth)
 - Third evaluator (if requested)
 - Two (2) observations per year either formal or informal
2. Summative Report — Before the end of the first full week of March
3. IPDP
 - a. completion of Form IV-A (beginning of the school year)
 - b. conversation before the end of May (Form IV-B)
4. Nothing herein shall preclude additional observations as deemed necessary by the primary evaluator or requested by the licensed employee.

R. Recommended Timelines for Tenured Licensed Employees

Tenured Framework:

1. With the Primary Evaluator:
minimum of one (1) formal observation in the first semester
development of the Individual Professional Development Plan (IPDP) if applicable
meetings as needed to discuss the IPDP;
Summative report before the end of the first full week of March
2. With the Secondary Evaluator:
Minimum of one(1) growth observation during the school year.
3. Nothing herein shall preclude additional observations as deemed necessary by the primary evaluator or requested by the licensed employee.

Contractual Agreement

Between

**The Board of Education of
Community High School District 94**

and the

**West Chicago High School Support
Staff Association, IEA-NEA**

July 1, 2018 – June 30, 2022

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AGREEMENT

This Agreement is made between the Board of Education of West Chicago High School District 94, DuPage County, Illinois ("Board"), and the West Chicago High School Support Staff Association, IEA-NEA ("Association") effective July 1, 2018 except as otherwise may be noted.

ARTICLE 1: Recognition

1.1 Bargaining Unit

The Board recognizes the Association, as the legally recognized, sole and exclusive negotiating agent for all fulltime and regularly employed part-time support staff employees ("employees"). The following positions shall be excluded from the foregoing bargaining unit: the Superintendent's Administrative Assistant, Principal's Administrative Assistant, Custodial Foremen, Maintenance Supervisor, MIS Supervisor, Payroll Clerk, Human Resources Assistant, Business Office Clerk, and supervisory, managerial or confidential employees as defined by the Illinois Educational Labor Relation Act; casual employees hired during the summer, or Thanksgiving, Winter or Spring recesses; and short term and/or replacement employees not otherwise included in this bargaining unit. Prior to making any additions or deletions from the list of exempt positions listed in this section, Administration will meet with the President of the Association, or his/her designee, to consult and notify him/her of said recommendation. Said recommendation will also be presented in writing.

1.2 Exclusive Representative

The Board agrees not to negotiate or consult with any other employee's organization, individual covered employee or group of covered employees with regard to negotiable items, unless mutually agreed to, in writing, by the parties during the term of this Agreement, or except as otherwise provided in this Agreement.

ARTICLE 2: Employee Individual Rights

2.1 No Discrimination

In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of an employee's race, creed, color, sex, national origin, religion, age or handicap unrelated to ability to perform the particular work involved, or any other protected classification. If an employee files a lawsuit and/or a charge with a federal or state agency alleging that he/she has been discriminated against contrary to the provisions of this section, said employee shall waive his/her right to use or continue to use the grievance procedure set forth in this Agreement.

2.2 Freedom to Join or Not Join Employee Organizations

The Board shall not interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of Association membership or non-membership. Membership in the Association or any other employee organization shall not be a condition of employment for any employee covered by this Agreement.

2.3 Fair Share

Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date established by the Association, the Board shall deduct the fair share fee from the wages of the nonmember, upon receipt of written notice from the Association setting forth the bargaining unit member(s) for who(m) such deduction will be made, the amount of the fair share fee, and the method by which the fair share was calculated.

Such fee shall be paid to the Association by the Board no later than ten (10) calendar days following deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this article.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Relations Board.

2.4 Employees' Non-District Activities

The Board shall not restrict employees' non-District activities that do not impair the effective performance of their jobs.

2.5 Right of Representation

When an employee is required to appear before the Board or the Administration concerning any matter which could adversely affect his/her employment, position, or salary, the employee shall be entitled to have an Association representative present. The employee's required appearance shall occur within at least two (2) calendar days after the date of the notice. The unavailability of a particular Association representative shall not delay an Employee's appearance before the Board or the Administration. The Association shall provide the Superintendent with a list of the department and building representatives. When an employee is required to appear before the Board, he/she shall be advised in writing of the reasons therefore at least 24 hours before the required appearance except where an emergency or extraordinary situation exists and the employee is required to appear before the Board as a result of such situation.

2.6 Personnel File

A personnel file shall be maintained for each employee. Personnel file contents, access and disclosures shall be governed by Board policy and procedure, and the Personnel Records Review Act, or its successor. Said Board policy and procedure, and the Act, shall not be considered part of this Agreement, and not subject to the grievance procedure of this Agreement. Subject to the requirements of such policy and procedure, and the requirements of the Act, the 'access and disclosures' to which an employee is entitled include, but are not limited to, the review and copying of personnel file information; and, the correction or removal by mutual agreement of the District and employee of

information in the file with which the employee disagrees, or if no such agreement can be reached, the employee's submission of a written statement regarding such information.

ARTICLE 3: Association Rights

3.1 School Facilities

The Association shall be provided the reasonable use of the following: a) school buildings for meetings; b) employee mailboxes where applicable, bulletin boards, inter-school internal communication; and c) school equipment, e.g., typewriters, duplicating machines, etc., as long as the Associations use of any of the foregoing does not interfere with or disrupt the operations of the District, and provided that the Association reimburses the District for the cost of all consumable supplies, or expenses for such use.

3.2 Board Packets, Minutes, and Reports

Board Agendas and Minutes which include Support Staff Personnel Actions are available to the President of the Association and all Association Members on the District Website under the Board of Education Page: <https://v3.boardbook.org/Public/PublicHome.aspx?ak=1001893>.

3.3 Public Financial Information

The Board agrees to furnish to the Association upon request all public information, which is available and already compiled concerning the financial resources of the District and such other non-confidential information as will assist the Association in processing any grievance or complaint or in preparing for negotiations.

3.4 Notification, New Employees

The names, assignments and salaries of newly hired employees shall be provided to the representative designated by the Association within seven (7) calendar days after their employment. All salary information so provided shall be kept confidential by the Association.

3.5 Communications

The Board agrees to furnish the Association President with an annual list of all Association members reflecting the following information on each member (provided on November 1st when Seniority List is provided to employees)

Seniority on 11/1	Years in District	Personnel Hire Date	Employee Name	Classification	Category	# Days Worked	# Hours Worked	Hourly Rate
14/5	13.83	08/1/91	Jane Doe	Generalist	B	201	8	\$14.13

3.6 Printing of Agreement

The Human Resources Director will ensure new employees are made aware of the Agreement with the Association and where the Agreement can be found on the District website. New hires will be provided with a printed copy of the Agreement by Human Resources upon request.

ARTICLE 4: Employee Conditions

4.1 Probationary Employment - New Employees

All new employees shall be probationary employees. The probationary period for a new employee shall begin on the first day of employment and end sixty (60) calendar days thereafter. The Administration may, in its discretion, extend the probationary period by up to thirty (30) additional calendar days if any portion of the probationary period occurs when school is not in session for five (5) or more calendar days. Time not worked during a school recess or due to an unpaid leave of absence shall not count towards the probationary period, except as may be required by law.

4.2 Employee Discipline

- A. No employee having completed the probationary period as defined in Section 4.1 shall be disciplined without just cause.
- B. When applying corrective discipline procedures, the District will not rely on personnel file disciplinary records documenting actions occurring more than four (4) years prior.
- C. Employees shall be entitled to the right of representation noted in Section 2.5 of this agreement.
- D. The District agrees with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, and discharge. The degree of penalty to be administered by the District in a particular case shall be progressive and based upon the seriousness of the offense. The District reserves the right to skip any particular step of the progressive/corrective discipline alternatives and choose the appropriate action, when it is determined that an employee has engaged in gross misconduct (e.g. criminal activity, sexual misconduct, illegal substance abuse, alcohol use while on duty, theft, fraud, etc.).

4.3 Seniority

Seniority shall be defined as length of continuing service in Community High School District 94, beginning with the employee's first compensable day of service as a permanent employee with the District; provided, however that (i) unpaid leaves of absence or periods following resignation of ninety (90) calendar days or more shall not be credited toward accrued seniority, and (ii) leaves of absence or periods following resignation of less than ninety (90) calendar days shall not constitute an interruption or break in continuing service for seniority purposes. In cases of a tie, seniority shall be determined by the earlier first compensable day of service with the District. If the first compensable day of service with the District is the same for two or more employees, seniority shall be determined by lot drawn as soon as possible on or after the first day of compensable service.

4.4 Seniority List

Not later than November 1 of each school term, the Superintendent or his/her designee shall post a tentative listing, by categories of position, as determined by the Board, setting forth the seniority of all regularly employed District employees. The listing shall provide the following information for each such employee:

- Name
- Category of Position
- Date of hire [permanent employment; not including temporary assignment(s)]
- As of November 1, total years in District

Employees who are currently employed in more than one category of position shall be listed in each category.

Each employee shall have fourteen (14) calendar days from the date of posting of the tentative list to file specific written objections with the Superintendent, or his/her designee, to the information contained in the list. Failure of the employee to make a timely objection shall be deemed to be an acceptance of his/her placement on the seniority list; the employee shall be prohibited thereafter from challenging his/her seniority in any category of position until the posting of a seniority list in the following year. The Superintendent, or his/her designee, shall review and consider any objection and inform the employee of his/her decision within seven (7) calendar days of its receipt. Within seven (7) calendar days of the Superintendent's decision or the deadline for such decision, whichever occurs first, the employee may file a written appeal to the Board of Education. The Board shall issue its decision within thirty (30) calendar days.

4.5 Bumping

An employee honorably dismissed may bump the employee with the least seniority in a classification in the same pay grade or in a lower pay grade, if the bumping employee has more seniority than the employee he will bump has previously worked in that job classification, or is qualified to perform the functions of an employee in such classification, immediately, without training or break-in; provided that, if the employee is eligible to bump into more than one (1) classification, the Administration shall determine the classification into which the employee will be permitted to bump, so long as the straight-time rate of pay for such classification is not less than the straight-time rate of pay for another classification into which the employee is eligible to bump.

4.6 Vacancies, Transfers, and Promotions

A vacancy occurs whenever a current or newly created bargaining unit position exists and cannot be filled from employees returning from leave of absence to the vacated position; employees by seniority who have recall rights pursuant to a reduction in force; or employees being assigned and reassigned within that building.

- A. Vacant positions shall be posted via the District website and sent to all employees via District 94 e-mail. No such position shall be permanently filled until it has been posted for at least seven (7) calendar days.
- B. Current employees desiring to voluntarily transfer to open positions/shifts will be given right to transfer provided job qualifications are met. In the event a request to fill a vacancy by transfer is refused, the employee may request a meeting with the Superintendent or his/her designee, and any other administrator(s) involved to discuss why the requested transfer has not been granted, or in lieu of such meeting shall receive written notice detailing reasons for the denial.
- C. No employee shall be involuntarily transferred during the school year until the District makes an effort to relieve the situation giving rise to the transfer through means not requiring involuntary transfers. If there is an involuntary transfer, the employee involved may request a meeting with the Superintendent or his/her designee, and any other administrator(s) to discuss why the change is being implemented. Such meeting will occur within fourteen (14) calendar days of a request by an employee.
- D. In the event of a transfer or reassignment, the Board will make a reasonable, documented effort to minimize such moves.
- E. When potential transfers or reassignments are considered by the Administration, such change may be informally discussed with the employee or employees involved without prejudice to either party.
- F. In the event of an assignment change, an employee shall be given written formal notice of his/her anticipated assignment for the forthcoming school year prior to the end of the preceding school year. In the event a transfer is made, the employee shall be offered the opportunity of a conference with the Superintendent or his/her designee.

- G. An employee shall not be required, except in an emergency, to work outside the primary parameters of his/her current position.
- H. An employee who is transferred to a lower job classification as defined by a lower starting rate of pay will not receive additional compensation for that work. The employee will retain his/her current hourly rate of pay.

An employee who is transferred to a similar job classification as defined by an equal starting rate of pay will not receive additional compensation for that work. The employee will retain his/her current hourly rate of pay.

An employee who is transferred to a higher job classification as defined by a higher starting rate of pay will receive the hourly differential in the starting rate of pay from his/her current job classification in addition to his/her current hourly rate of pay. This shall only apply in the event that more than eight (8) consecutive hours or one full work day, whichever is less, are worked in the temporary position. If more than one Association member is transferred to fill the same position the eight (8) hour cumulative and consecutive threshold shall be met by adding the hours worked by both or all employees and both or all employees shall be eligible for the differential as defined above.

4.7 Reduction-In-Force and Recall Procedures

If the Board of Education decides to decrease the number of regularly employed educational support personnel employees employed or to discontinue some particular type of educational support service, the Board shall first dismiss, within the respective category of position, the employee with the least seniority as defined in Section 4.3 of this Agreement. Employees who are removed or dismissed shall receive a written notice of honorable dismissal in accordance with Section 10-23.5 of the Illinois School Code, or its successor. In the event that an employee is honorably dismissed due to a Reduction-In-Force, written notification shall be provided to the president of the Association within three (3) calendar days of the employee's notification.

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the employee with the most seniority on the recall list who was dismissed from the same category of position and is qualified to hold the position. To be "qualified" for a position, an employee must meet all of the requirements for the position, including any prerequisites established by the Board for employees in a particular category of position. An employee's failure to maintain the necessary qualifications for a particular category of position will result in a waiver of recall rights to any vacancy arising in such category during the recall period. Any recalled employee shall retain his/her previously accumulated seniority and sick leave but shall not accrue additional seniority or sick leave for the period after the honorable dismissal and prior to re-employment.

To be eligible for recall, an honorably dismissed employee must provide to the Board, in writing, prior to the last day of the school term of dismissal, the address where the employee may be reached. The employee must also notify the Board, in writing, within fourteen (14) calendar days of the Board's mailing of the notice of vacancy, or within seven (7) calendar days of the employee's receipt of the notice, whichever shall first occur, of the acceptance of any vacant position offered to the employee during the recall period. The employee's failure to timely notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available position in any category of position in which s/he is qualified shall be deemed to have waived his/her recall rights under Section 10-23.5 of the Illinois School Code, or its successor, and will no longer be eligible for any other vacant positions that become available during the recall period.

The foregoing shall not preclude the Board, in its discretion, from assigning or transferring employees to positions for which they are qualified

4.8 Work Day/Work Week/Work Year

A. Normal Work Hours

Normal work hours shall not exceed 40 hours per week nor 8 hours per day except as may be determined by the Administration for any student recess period, or if circumstances necessitating a different work week or day exist.

B. Normal Work Week

1. The normal work week shall be Monday – Friday, except as set forth below, or as may be determined by the Administration for any student recess period, or if circumstances necessitating a different work week or day exist.
2. Custodial/maintenance employees shall work 8 hours per day Monday - Friday or Tuesday – Saturday, as determined by the Administration. Employees employed as of July 1, 2012 shall not be required to change from a Monday- Friday work week to a Tuesday - Saturday work week.
3. The Administration shall develop work schedules and maintain them on its on-line employee information system. An employee shall be given at least two (2) weeks' notice of any change in his/her work schedule.

C. Normal Work Year

Normal work year for full time 12 month employees shall be at minimum 240 work days and holidays as detailed in section 5.8. A normal work year for a full time 9 or 10 month employees shall be at minimum 182 work days and at maximum 194 work days and holidays as detailed in section 5.8.

4.9 Lunch Periods and Breaks

- A. Employees who work in excess of five clock hours per day shall be entitled to a thirty minute duty free unpaid lunch period, scheduled by his/her supervisor, all as added to the normal work day, except as may be the practice at the time of the effective date of this agreement.
- B. Each employee shall be entitled to a paid fifteen minute break for every four (4) hours worked. This shall not apply to Program Assistants who shall take their breaks at the beginning and end of the work day. In practice, this shall result in Program Assistants working 7.5 hours, taking a thirty minute, unpaid, duty-free lunch, and being paid for 8 hours of work.
- C. Lunch and break periods will be assigned by the employee's supervisor; however, the employee may request and, upon the approval of his/her supervisor, take lunch and break periods in an alternate manner.
- D. If an employee is required to surrender his/her duty-free lunch, and work in lieu thereof, he/she shall be paid at their normal hourly rate for all work not in excess of forty (40) hours.
- E. An employee may leave the building during assigned work hours after approval is obtained from the immediate supervisor or principal.

4.10 Identification of Shifts

The first shift will commence between 6:00 a.m. and 9:00 a.m. The second shift will commence between 12:00 p.m. and 4:30 p.m. The third shift will commence between 11:00 p.m. and 1:00 a.m. The District retains the right to change the time periods within which shifts will commence provided that the District gives the Association at least two (2) weeks' notice of any such change.

4.11 Overtime

- A. Employees shall be paid overtime pay at time and one-half for any assigned or approved time worked, which exceeds 40 hours per week. Where an employee does not work and receives paid sick leave, vacation leave, personal leave, union leave, or other leave time, this time shall not count in calculating the employees work hours for purposes of paying overtime; however, staff non-attendance days, paid holiday time, paid jury duty leave, and emergency dismissals beyond the control of the employee shall count in said calculation.
- B. Overtime may be assigned by the Administration to an employee within his/her normally performed range of duties or for duties for which the supervisor determines the employee is qualified to perform. A classified employee may not be assigned overtime in a certified position in the District. Except in an emergency situation, the Administration will rotate overtime work among employees determined by the Administration to be qualified to perform such work first by utilizing the volunteer list (which is posted) and then utilizing employees who do not volunteer for such overtime work. Failure of a volunteer employee to accept overtime will result in the placement of the employee's name at the bottom of the volunteer list. Employees volunteering for overtime shall be placed on a rotation list by seniority in their department. The Administration shall determine the need for overtime work and nothing in this Agreement shall be deemed to guarantee bargaining unit employees overtime work.
- C. Barring emergency and unforeseen needs, overtime opportunities shall be publicized a minimum of 3 calendar days in advance to enable equitable access to overtime available.
- D. All overtime pay must be submitted on a time sheet to the department administrator or campus principal in accordance with business office procedures for processing payroll.
- E. All changes in an employee's time sheet must be initialed by the supervisor, administrator or principal, and the employee.
- F. No employee may work and be compensated for overtime work without the approval of his/her supervisor.
- G. School closing situations resulting in overtime pay will follow the contractual expectations listed in Section 4.12

4.12 School Closings Situations

School closings by the Administration: Employees whose services are deemed to be needed by Administration will be notified that they are required to report to work.

- A. On days when school is closed, said employees who report to work will be paid time and a half for hours worked.
- B. On days when school was open, said employees who remain after the school closing shall be paid time and a half for hours worked.
- C. All employees (including both employees whose services are deemed necessary and employees whose services are not deemed necessary) who do not report to work on days when school is closed, or do not remain at work after a school closing on days when school was open may use personal leave or vacation days for such absence. Twelve (12) month employees may convert one sick day to a personal day for use on a school closing day or an e-learning day with supervisor approval; Otherwise, any employees who do not report to work on days when school is closed, or do not remain at work after a school closing on days when school was open, shall not be paid for the day or portion of the day that they are not at work.
- D. In the event e-learning legislation is passed the Board and the Association will bargain the impact

4.13 Long-Term Temporary Positions

- A. The Board shall retain the right to create and hire staff for all positions. Employees shall not be displaced by non-bargaining unit persons by way of the creation of “temporary positions” within the District. In the event that the Board finds it necessary to create a temporary position, Administration shall notify, in writing, the President of the Association, or his/her designee, prior to posting the position.
- B. For the purpose of this Agreement, a temporary employee shall be defined as a person who is hired into a position on a long-term basis not to exceed one calendar year. If said position/person exceeds one calendar year, the position must be returned to the Bargaining Unit. The exceptions to this are persons who are hired to:
 - 1. Replace employees who are absent due to illness, work-related injury, leave of absence, or child rearing leave.
 - 2. Cover positions for employees during temporary transfers or promotions.
 - 3. Seasonal workers.
- C. Long-term Temporary positions, if retained past one calendar year and/or converted to a permanent position, shall be posted as specified in Board policy. If a temporary employee should successfully be hired in a permanent position covered by this Agreement, the employee shall become a member of the bargaining unit upon permanent employment.
- D. Temporary employees shall earn no seniority rights, shall not be permitted to join the bargaining unit, and shall not be entitled to the fringe benefits afforded to permanent employees. In addition, temporary employees shall be understood to retain temporary status, and the decision for termination shall remain at the sole discretion of the Board.
- E. Should the temporary employee be hired for a new position, or any other position, his/her pay grade shall be established by Administration in accordance with Section 7.2 of this agreement upon hiring. In addition, he/she shall undergo a probationary period as specified in Section 4.1 of this agreement. Finally, his/her seniority shall begin with his/her hire date for the permanent position.
- F. The temporary employee may apply for a permanent position in the bargaining unit under the same conditions as other employees.

4.14 Uniforms

An employee required by the District to wear a uniform at work shall be provided five (5) shirts and five (5) pairs of slacks on first day of employment after completion of probationary period of employment. The employee shall be responsible for the cleaning of all uniforms, and the replacement of any uniforms lost by the employee. The District will annually make an allotment for replacement of shirts and/or slacks.

4.15 Evaluations

- A. By September 15 of each school year or within two (2) weeks of employment, each employee shall be advised by his/her supervisor of the evaluation procedures, expectations, standards of performance, and given a copy of the appropriate job description.
- B. Employees shall be provided informal feedback on an ongoing basis, however significant or ongoing performance deficiencies will be provided in writing to the employee. In addition, employees shall annually be provided with a written evaluation by their immediate supervisor and/or the appropriate administrator, who shall meet with them to discuss the evaluation. Evaluations will be completed no later than June 30 for the 12 month employees and no later than May 15 for employees working fewer than twelve months.

- C. A copy of the written evaluation shall be given to the employee being evaluated. The employee shall have the opportunity to sign the evaluation report that is to be placed in the employee's personnel folder.
- D. The employee's signature does not mean that the employee agrees with the evaluation. The employee shall be able to respond and/or dispute in writing to any and all of the evaluation within twenty-eight (28) calendar days of receipt of the evaluation and have said response attached to the evaluation in the personnel folder.
- E. The evaluation instrument shall include, but not be limited to, those duties enumerated in the job description.

ARTICLE 5: Leaves of Absence

5.1 Accounting Period

The accounting period for all leaves shall be the fiscal year July 1 to June 30.

5.2 Sick Leave

At the time of employment, each employee shall be granted thirteen (13) days of sick leave with full pay. Sick leave shall be taken in one-quarter (1/4) day increments. For each year of employment thereafter, each full-time educational support employee shall be entitled to thirteen (13) days of sick leave with full pay, accumulative to the maximum numbers of days which, upon retirement, may be transferred for additional service credit to the Illinois Municipal Retirement Fund, or its successor.

Each part-time employee shall receive sick leave pro-rated on the basis of the employee's percent of part-time employment. Employees hired after the start of their normal work calendar will receive a pro-rated sick leave grant based on the employee's percent of the year worked.

EXAMPLES:

10 Month Employee

Employee hired 10/1/18

- Work Calendar = 183 days
- % of calendar worked = 81%
- (183 days – 34 days = 149 worked; 149 days worked/183 days calendar = 81% of year worked)
- Sick day allotment first year: 13 days x 81% = 10.50 sick days*

+++++

12 Month Employee

Employee hired 10/1/18

- Work Calendar = 258 days
- % of calendar worked = 76%
- (258 days – 63 days = 195 worked; 195 days worked/258 days calendar = 76% of year worked)
- Sick day allotment first year: 13 days x 76% = 10.0 sick days*

+++++

*Days are rounded up or down to the nearest ¼ day.

Sick Leave may be granted for the following reasons:

- A. Personal illness of the employee
- B. Quarantine at home

- C. Illness of a child, parent or legal guardian, spouse, brother, sister, aunt, uncle, sister-in-law, brother-in-law, grandchild, grandparent, daughter-in-law, or son-in-law of the employee or any member of the employee's immediate household.

After an absence of three (3) consecutive days for personal illness or, in the case where the misuse of the sick leave policy seems apparent, the Board of Education may require a physician's certificate, or, if the treatment is by prayer or spiritual means, the statement of a spiritual advisor or practitioner of the employee's faith as a basis for granting paid sick leave.

If an employee is unable to report to work due to personal illness or serious illness or death in the immediate family, as defined in Section 5.3 below he/she should use the building procedure for reporting an absence.

5.3 Bereavement Leave

Three (3) days of bereavement leave shall be granted for the death of a member of the employee's immediate family (child, parent, legal guardian, spouse, brother, sister, grandchild, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, or uncle of an employee or any member of the employee's immediate household). Arrangements for Bereavement Leave should be made through the office of the Human Resources Administrator.

Requests for Bereavement Leave for persons not covered here may be made to the Superintendent. Decisions on each request will be made on an individual basis, and shall be non-precedential. A decision to grant or deny such a request shall be final, non-reviewable and not subject to the grievance procedure of this Agreement.

Requests for more than three (3) days of Bereavement Leave may be made to the Superintendent or his/her designee. Decisions on each request shall be made on an individual basis, and shall be non-precedential. Bereavement Leave in excess of three (3) days shall be counted against sick leave. A decision to grant or deny a request for additional Bereavement Leave shall be final, non-reviewable and not subject to the grievance procedure of this Agreement.

5.4 Family and Medical Leave

Educational support staff, at the request of the employee, are entitled to leave according to the terms of the Federal Family Medical Leave Act of 1993 (FMLA) subject to the provisions as outlined in Board Policy. Said Board policy, and the Act, shall not be considered part of this Agreement, and not subject to the grievance procedure of this Agreement. The employer shall not have the right to require an employee to use FMLA. No employee may combine an FMLA leave with a paid or unpaid leave of any kind without the permission of the Board.

5.5 Employee Assistance Program (EAP)

The District shall provide, at District expense, a confidential employee assistance program (the terms of which shall be determined by the Board) to all of its employees.

5.6 Personal Leave

Each employee shall be entitled to four (4) half days, to be used in one-quarter (1/4) day increments, of personal business leave per school year without loss of pay. Employees who reach the maximum salary rates detailed in Article 6.2 will receive one (1) additional Personal Leave Day per year, for a total of three (3) personal leave days. Unused personal leave shall accumulate up to three (3) days. One day of unused personal leave shall be carried over into the new fiscal year, and any remaining personal leave days shall be added to accumulated sick leave.

Employees hired after the start of their normal work calendar will receive a pro-rated personal leave grant based on the employee's percent of the year worked.

EXAMPLES:

10 Month Employee

Employee hired 10/1/18

- Work Calendar = 183 days
- % of calendar worked = 81%

(183 days – 34 days = 149 worked; 149 days worked/183 days calendar = 81% of year worked)

- Personal day allotment each year: 2 days x 81% = 1.50 personal days*

+++++

12 Month Employee

Employee hired 10/1/18

- Work Calendar = 258 days
- % of calendar worked = 76%

(258 days – 63 days = 195 worked; 195 days worked/258 days calendar = 76% of year worked)

- Personal day allotment each year: 2 days x 76% = 1.50 personal days*

+++++

*Days are rounded up or down to the nearest ¼ day.

Personal leave shall be used only to transact personal business that cannot be accomplished except during school hours, or as set forth in Section 4.12 (School Closing Situations). Except in cases of emergencies or use of personal leave pursuant to Section 4.12, written notice requesting personal leave must be submitted to the employee's immediate supervisor and the Human Resources Administrator, or his/her designee, by 12:00 noon on the calendar day prior to the day on which the leave is requested (12:00 noon on the preceding Friday if the day for which the leave is requested is a Monday). In an emergency, such notice specifying the reason for the leave shall be given as soon as feasible and shall also indicate the nature of the emergency. In case of an emergency request for personal leave, the Human Resources Administrator should be contacted.

Personal leave shall not be granted during a fourteen (14) calendar day period of any year, the specific dates of said period for each employment position (by classification) to be designated by the Board by April 1st of each year. If no such dates are so designated, then such leave will not be granted during the first five (5) or last five (5) work days of any year, nor immediately preceding or following a school recess or holiday. Provided, these restrictions shall not apply to religious holidays, emergencies, unavoidable legal business of a personal or family nature, or other appropriate circumstances as determined solely at the discretion of the administration (said determinations to be non-precedential, non-grievable and not otherwise subject to review).

If an employee certifies to the Human Resources Administrator, or his/her designee, that two (2) days of personal leave have been or will be used for taking part in religious observations or recognized religious holidays of his/her faith not otherwise scheduled as school holidays, a third day will be granted.

The days immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day, unless said immediately preceding or following day is missed due to an emergency, or said immediately preceding or following day is a religious holiday.

Personal leave shall not be utilized for recreation, participating in a work stoppage, or any activity which produced taxable income (other than capital gains).

5.7 Vacation

Only regular twelve (12) month employees (240 or more days per year excluding paid holidays) shall be entitled to vacation days with pay, to be used in one-quarter (1/4) day increments. However, employees shall receive credit in the calculation of vacation for each year employed full-time between nine (9) and twelve (12) months in any given year. Employees will receive vacation according to the following schedule based on years of service:

For employees who are hired and working as of July 1, vacation shall accrue, on July 1 of each year, as follows:

Vacation Service - Year Beginning	Vacation Days Accrued
1	10
2-5	10
6-9	15
10+	20

Employees who are in their initial year of service with the District who are hired, or begin working, after July 1, will accrue vacation on a pro rata basis for their initial, partial year of service based on their 1st day of work with the District, as follows:

Years of In-District Service	Month In-District Service Began	Vacation Days Accrued
<1	July	10
<1	August	9
<1	September	9
<1	October	8
<1	November	7
<1	December	6
<1	January	5
<1	February	4
<1	March	3
<1	April	2
<1	May	1
<1	June	1

Examples:

Employee A is hired and begins working in the District on 10/20/2018. For the FY beginning July 1, 2018, Employee A would accrue eight (8) vacation days upon hire. For the FY beginning July 1, 2019, Employee A would accrue ten (10) vacation days as of July 1, 2019.

Employee B was hired and began working in the District on 7/1/13. For the FY beginning July 1, 2017, Employee B would accrue ten (10) vacation days as of July 1, 2017. For the FY beginning July 1, 2018, Employee B would accrue fifteen (15) days as of July 1, 2018.

Vacation schedules shall be based upon the operating circumstances of each job classification. Selection of vacation time shall be at the mutual convenience of the District and employee in order that the business of the District is not disrupted by the absence of vacationing employees. Arrangements for vacation time shall be made by the employees with his/her supervisor, subject to approval by the Superintendent or his/her designee.

On or before April 1st, the District shall post each eligible employee's earned vacation entitlement available for use in the twelve month period beginning July 1 on its on-line employee information system. No later than June 15, each employee shall advise his/her immediate supervisor in writing of his/her vacation date preference. Where two or more employees request the same or overlapping vacation dates which cannot be accommodated, seniority shall prevail so long as the senior employee's request was made prior to June 15. Requests made after the June 15 deadline shall be considered in the order in which they were received. For vacation purposes, seniority shall rotate from year to year so the same employee does not continually receive choice vacation dates.

Vacation received during a fiscal year may be used any time between the beginning of the fiscal year (July 1) and April 15 of the following fiscal year. In the event that the employee has not utilized his/her vacation days by this date,

five days shall be converted into Sick Leave and shall be added to his/her accumulated Sick Leave Balance. Vacation Days in excess of the five days not utilized by this date will be forfeited.

5.8 Holidays

Employee	Holidays	Holidays - Provided it is an All School Holiday on a Work Day
<p>A. Nine (9) or Ten (10) Months (182 to 194 days per year, excluding paid holidays)</p>	<p>Thanksgiving Day Day after Thanksgiving Christmas Day New Year's Day Memorial Day Labor Day</p> <hr/> <p>(Five paid holidays will be provided each school year. The Association shall select said 5 holidays from the above-listed 6 days. The Association shall notify the Board of its selection each school year in writing. The Association shall select said 5 holidays for the 2015-16 school year by no later than November 15, 2015. The Association shall select said 5 holidays for the 2016-17 school year by no later than June 30, 2016, and shall select said 5 holidays for the 2017-18 school year by no later than June 30, 2017. If the Association does not make such a selection for a given school year, the Board will designate the 5 paid holidays for that school year.)</p>	<p>Columbus Day Veterans' Day Dr. Martin Luther King Jr's Birthday Lincoln's Birthday/President's Day Casimir Pulaski Day</p>
<p>B. Twelve (12) Months (240 or more days per year)</p>	<p>Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day New Year's Day Memorial Day</p> <hr/> <p>(When New Year's Day, Independence Day, or Christmas Day falls on Saturday or Sunday, each twelve- (12) month employee scheduled to work the weekday before and the weekday after each holiday shall be granted his/her paid holiday on the preceding Friday or on the following Monday, as determined by the Superintendent.)</p>	<p>Columbus Day Veterans' Day Christmas Eve Day New Year's Eve Day Dr. Martin Luther King Jr.'s Birthday Lincoln's Birthday/Presidents' Day Casimir Pulaski Day</p>

5.9 Jury Duty

- A. An employee called for jury duty or who has been subpoenaed as a witness may be granted a special leave to fulfill such duty at full pay.

- B. Compensation for jury duty will be submitted to Community High School District 94.
- C. An employee may, however, retain jury duty reimbursement for travel and other expenses incurred in performing such jury duty.

5.10 Association Business Leave

Association leave shall be limited to ten (10) days per school year with the Association paying the cost of providing a daily substitute if the District utilizes one. Association leave shall be used in at least one-quarter (1/4) day increments. The employee must notify his/her immediate supervisor five (5) days in advance of taking Association leave. Said leave request shall be signed by the Association President in addition to the regularly-obtained signatures on the Professional Leave form utilized by the District.

5.11 Discretionary Unpaid Leaves of Absence

A continuing employee may request, and the Board at its sole discretion may choose to grant, such employee a discretionary unpaid leave of absence as generally described in this Section. The granting or denial of any such leave shall not be deemed precedential in any respect, and the decision of the Board to grant or deny such request in whole or in part shall be final, non-reviewable and not subject to the grievance procedure of this Agreement. Employees who do not report to work after the denial of such a request may be subject to discipline, and including discharge. Discretionary unpaid leaves of absence shall be no less than fourteen (14) calendar days and no more than the balance of the semester in which the request is made. The terms and conditions governing such request of leave, if granted, shall be as follows:

- A. The purpose of such leave may include the following:
 - 1. Educational purposes;
 - 2. Foreign, military, or governmental work;
 - 3. Health and hardship;
 - 4. Child rearing, whether by reason of maternity, child delivery, or adoption (except for Family and Medical Leave Act Leave);
 - 5. Any other reasons as determined solely by the Board.
- B. A leave request shall be submitted in writing to the immediate supervisor stating the following:
 - 1. The purpose or purposes for such leave,
 - 2. The requested commencement date and termination date,
 - 3. Any applicable supporting documents.
- C. The immediate supervisor shall make his/her recommendation regarding the leave request to the Superintendent and the Board.
- D. The Superintendent shall communicate to the employee the Board's acceptance or denial of said leave request within thirty (30) calendar days after the employee submits the leave request.
- E. All employees who are granted leaves shall return on the date specified in the leave request as approved by the Board. An employee's failure to return on such date shall be deemed to be his/her resignation from employment in the District in any capacity, effective immediately and without further Board action unless an extension to the leave has been requested of and granted by the Superintendent.
- F. Except for an employee returning from a Family and Medical Leave, job assignment upon return from leave shall proceed according to the following provisions. Return from a discretionary unpaid leave of more than

twenty-one (21) calendar days in length shall not guarantee the employee his or her original job or assignment but the employee shall be returned to a position in his or her salary group. An employee returning from an unpaid leave of twenty-one (21) calendar days or less shall be guaranteed his/her previous job. However, in neither case shall the employee be exempted from the effects of any reduction or cutback which may be occurring at the time of the return from leave.

- G. Time of leave in excess of ninety (90) calendar days is not counted towards continuous service or employment by the Board and paid leave days shall not accrue during said leave, as permitted by law. The employee may make arrangements with the Illinois Municipal Retirement Fund for pension credit at his or her own expense, except as may otherwise be required by law. Any fringe benefit programs offered by the Board in whole or in part, may be continued at the employee's sole expense subject to approval of any third party provider of benefits then in effect.

5.12 Worker's Compensation

Employees must notify their immediate supervisor in writing of any on-the-job injury as soon as possible, but no later than three (3) calendar days after the day of its occurrence, on a form provided by the District, except when an employee is hospitalized and is physically unable to do so, where said reporting must be as soon as possible.

Where an employee has reported the injury as set forth above, the following procedure shall apply where the employee is absent from work due to such injury: The employee may, at his/her option, utilize his/her sick leave benefits, if any, from the Board, provided that any workers' compensation award received by the employee during the period when the employee receives any sick leave benefits from the Board will be paid to the Board. Upon receipt of any workers' compensation award received by the employee, the Board shall restore two-thirds ($2/3$'s) of any used sick leave to the employee's benefit.

ARTICLE 6: Compensation

6.1 Payroll Deductions

Deductions from salaries will be made by the Board upon written request of the employee for annuities, Association dues, insurance and credit union.

6.1.5 Pay Frequency

All employees will be paid in 24 equal installments with the exception of employees beginning work after the first day of their work calendar. Employees hired after the start of their normal work calendar will be paid in equal installments for the remaining pay periods of that pay year.

10 month employees will have the option of having their final paycheck for that school year paid in a lump sum on the June 15 payroll, referred to as a “summer lump sum.” All deductions in place as of the May 30 paycheck will remain as deductions. Insurance premiums will be processed as a lump sum deduction for the months of June - August. Once the summer lump sum pay option is elected the employee may change back to 24 pays however if the employee changes back to the 24 pay option the employee will no longer have the option to elect a summer lump sum option.

A signed request form must be received by the payroll coordinator no later than April 30 in order for the summer lump pay option to be processed.

6.2 Salary

The following shall be the salary ranges for positions in the Bargaining Unit for July 1, 2018, through June 30, 2021: On July 1, 2021 the salary structure will be adjusted by an amount equal to the bargaining unit salary increase for that year.

Category	Description	Minimum	New Hire Maximum	Maximum
A	Administrative Assistants, Specialists	\$14.25	\$18.50	\$30.16
B	Deans’ Specialists	\$15.75	\$18.50	\$33.39
C	Clerks	\$12.00	\$13.50	\$23.73
D	Deans’ Assistants	\$13.00	\$15.00	\$26.83
E	Interpreter	\$13.00	\$15.00	\$24.26
F	Program Assistants	\$12.00	\$13.50	\$23.73
F1	Program Assistants with a Degree*	\$12.50	\$14.00	\$24.26
F2	Program Assistants – Alt Ed	\$12.25	\$13.75	\$23.98
F3	Program Assistants – Alt Ed with a Degree*	\$12.75	\$14.25	\$24.51
G	Personal Care Assistants	\$13.00	\$14.50	\$24.78
G1	Personal Care Assistants with a Degree*	\$13.75	\$15.25	\$25.31
H	Personal Care Assistant/Job Coach	\$14.00	\$15.50	\$26.36
H1	Personal Care Assistant/Job Coach with a Degree*	\$14.75	\$16.00	\$26.88
I	Custodians^, Groundskeepers	\$13.00	\$15.00	\$26.39
J	Maintenance	\$20.00	\$26.00	\$39.04
K	Nurse/LPN/RN	\$23.00	\$26.00	\$45.28
L	Tech 1	\$15.75	\$18.25	\$33.39
M	Tech 2	\$18.50	\$21.25	\$38.93
N	Tech 3	\$21.00	\$24.50	\$45.28

*Employee holds an Associate's degree or better and provides evidence of the same to the Human Resources Office.

^ 2nd and 3rd shift Custodians will receive a one-time shift differential of \$.25/hour added to their hourly wage and their annual increase will be calculated with the differential included. Should the employee permanently transfer to first shift their hourly wage will be reduced by \$.25/hour.

New employees will be hired at a wage commensurate with their previous experience not to exceed the "New Hire Maximum" noted above.

New hires will not be compensated at a higher rate than current employees with similar experience/education.

No employee will be paid at a rate less than the minimum for his/her category.

Salary Increases

Each employee whose wage is less than the maximum wage in his/her category shall receive the following increases not to exceed the maximum wage:

2018/19 School Year: 3.25%

2019/20 School Year: the CPI figure defined in the Property Tax Extension Limitation Law for the 12-month period ending December 31, 2018, with a minimum increase of 2.75%% and a maximum increase of 3.25%

2020/2021 School Year: the CPI figure defined in the Property Tax Extension Limitation Law for the 12-month period ending December 31, 2019, with a minimum increase of 2.75% and a maximum increase of 3.25%

2021/22 School Year: the CPI figure defined in the Property Tax Extension Limitation Law for the 12-month period ending December 31, 2020, with a minimum increase of 2.75% and a maximum increase of 3.25%

If the state enacts legislation that negatively impacts the district's tax levies for the years 2018, 2019, 2020, or 2021, the base salary increase will be limited to 2.25% in that year.

In the event that an employee would reach the maximum wage, he/she would receive the full salary increase percentage noted above for that year regardless of whether said increase raises the wage in excess of the maximum for that employee's category.

Employees must be hired and begin work by April 1 to receive the increase for the following year.

6.3 Salary Longevity Bonus

When an employee reaches the maximum wage, he/she shall be paid an annual bonus equal to a percentage of his/her annualized hourly wage or salary equivalent to the increase provided to other bargaining unit members for that year.

Said bonus will be spread evenly among the employee's 24 paychecks. Said bonus shall not be considered part of the employee's base wage and as such, shall not compound. Said bonus shall be paid beginning with the year the employee is no longer eligible for any salary increases as noted in Section 6.2 A because he/she reached the maximum wage.

6.4 Retirement Stipend

A member of the bargaining unit who submits an irrevocable notice of retirement to the Board at least three (3) months in advance of his/her planned retirement date shall be eligible for the following one time stipend:

For employees who retire at any time after July 1, 2015, employees with fifteen (15) or more years of service, \$250 per year of service up to a maximum stipend of \$6000; an amount that will increase the member's

reported earnings to IMRF for his or her last 12 months by the largest amount that will not cause the Board to incur any penalty or additional employer contribution to IMRF shall be paid to the employee on his or her last paycheck prior to retirement. Any remaining balance of such stipend shall be paid to the employee no earlier than 60 days after and no later than 75 days after the employee's last day of service and receipt of his or her final paycheck, as non-IMRF creditable earnings; the employee shall have no actual or constructive right to any such remaining balance prior to such time.

For members of the bargaining unit who have reached the maximum wage for their category who are eligible for the retirement stipend (6.4) and who submit a written irrevocable letter of retirement to the Board have the option to receive their retirement stipend divided equally between each year of notice up to a maximum of three (3) years. Any amount exceeding six (6) percent in any year will be paid to the employee in the next year of notice or as a post retirement benefit according to the terms of Article 6.4. Notice must be given by the first student attendance day. This retirement stipend is in addition to the longevity bonus.

For the purpose of this contractual provision, "years" shall be defined as consecutive calendar years. In addition, "years" refers to years worked; an unpaid leave of absence of ninety (90) or more business days, other than Family and Medical Leave, shall not be counted towards the years worked for the purpose of this section.

ARTICLE 7: Insurance

7.1 Insurance Program

The Board shall provide group hospitalization/major medical insurance and group dental insurance to full-time educational support personnel and to those part-time educational support personnel who work more than twenty (20) hours per week at their position [the amounts below shall be prorated for part-time employees]:

Employees may only elect coverage under PPO2, PPO3, or HMO2. The following chart shall define the percentage of insurance premiums to be paid by the full-time employee and the Board:

Plan	July 1, 2018 – June 30, 2022	
	Single Coverage (BOE/Employee)	Family Coverage (BOE/Employee)
PPO2	80% / 20%	80% / 20%
PPO3	85% / 15%	85% / 15%
HMO2	85% / 15%	85% / 15%

The Board shall also make available group long-term disability, group accidental death and dismemberment (ADD) and group term life insurance to full-time educational support personnel and part-time educational support personnel who work more than 50% of the year at their position, with benefits and employee premium contributions thereunder being provided and required on the same basis as such benefits and employee premium contributions are provided to or required of the certified teaching staff. Employee participation in such group long-term disability, ADD and life insurance plans is optional.

Two Association members, chosen by the Association, shall be permanent representatives to the Insurance Committee formed between the Board and the West Chicago High School Teachers' Association, Inc.

ARTICLE 8: Section 125 Salary Reduction Plan

8.1 Salary Reduction Plan

The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code of 1986, as amended (Code"). If at any time Code Section 125 or its related regulations are amended, the parties shall promptly revise the plan to comply with the amendment(s). An employee may elect to participate by choosing to receive benefits for the purposes set forth below, and in the amounts specified. The total amount elected shall be deducted from each employee's compensation along with the deduction of contributions to the Illinois Municipal Retirement Fund which may be required on such salary reduction plan payments.

Prior to the beginning of the plan year (which begins January 1 of each year), each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- A. Premiums for group health insurance.
- B. Reimbursement for the amount of medical care expenses not covered by insurance or otherwise, as defined in Code Section 213, up to the maximum allowed under the law.
- C. Reimbursement for dependent care assistance as defined in Code Section 129, up to the maximum allowed under the law.

The amounts designated may not be changed during the plan year except on account of a change in the participant's family status or other circumstance provided in Code Section 125 or its related regulations. Any amount designated for reimbursement which remains unused at the end of a plan year shall be forfeited and not otherwise paid to the employee during that year, or carried over to a succeeding plan year.

The total amount(s) of the benefits elected pursuant to the plan shall be deducted in equal amounts from the employee's salary payments during the plan year, unless otherwise specified.

Claims for reimbursement may be submitted no more than once per month, unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

ARTICLE 9: Management Rights

9.1 Management Rights

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

- A. To maintain executive management and administrative control of the School District and its properties and facilities and the activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their discipline, dismissal, or demotion, their assignment, and to promote and transfer all such employees.
- C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board Policy or as the same may from time to time be amended.
- D. To determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.

- E. To subcontract work not regularly performed by bargaining unit employees, and to subcontract work performed by bargaining unit employees on an emergency, temporary, or occasional basis where such subcontracting does not result in a layoff or a reduction in the normal work hours of bargaining unit employees. Any subcontracting relationship shall not be interpreted to invest in the subcontractor (or its agents) the status of assignee(s) of the rights of this Agreement or the status as a co-employer(s) with the Board.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall be limited by the specific and express terms of this Agreement and the provisions of the Illinois Educational Labor Relations Act.

ARTICLE 10: Grievance Procedure

10.1 Definitions

- A. A Grievance is a claim by the Association, a group of employees, or an individual employee that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement.
- B. Immediately-Involved Supervisor: An immediately-involved supervisor is the administrator, division head, and/or manager responsible for the action that gave rise to the grievance.
- C. Aggrieved person: An aggrieved person is the employee, group of employees, or the Association making the claim.

10.2 Time Limits

As used herein (Article 10) "day" shall mean calendar days.

10.3 Informal Procedure

Since the purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level and to keep the proceedings as informal and confidential as may be appropriate at any level of the procedure, nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, as outlined in Board policy, and have the Grievance adjusted, provided that the Association has been notified and the adjustment is not inconsistent with the terms of the Agreement.

10.4 Formal Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communication.

The Board recognizes the right of the Association to designate its grievance committee and principal grievance representative. A grievance committee representative shall be present for any meetings, hearing, appeals, or other proceedings relating to a grievance, which has been formally presented. When requested by the aggrieved person, the grievance representative may intervene to assist in the resolution. However, should such informal processes fail to satisfy the Aggrieved person or the Association, it shall be stated in writing by the Aggrieved Person that it is unresolved and proceed to Step 1, then a grievance shall be processed as follows:

Step 1: A grievance must be filed within twenty-eight (28) days following the date on which the action being grieved became known, or could reasonably be expected to have been known, to the grievant. The Aggrieved Person or the

Grievance Committee of the Association shall present the Grievance in writing to the Immediately-Involved Supervisor who will arrange for a meeting to take place within fourteen (14) days after receipt of the grievance. The Aggrieved Person, the Association representative, and the Immediately-Involved Supervisor shall be present for the meeting. The Immediately-Involved Supervisor must provide the Aggrieved Person and the Association with a written answer on the Grievance within fourteen (14) days after the meeting. Such answer shall include reasons upon which the decision was based. In the event that no written answer is provided within fourteen (14) days after the Step 1 meeting, the grievance shall be considered appealed to the next step. The filing of the Grievance at this step shall occur within fourteen (14) days after failure to reach agreement under Section 10.3 above.

Step 2: If the grievance is not resolved at Step 1, then the Grievance Committee shall refer the Grievance to the Immediately-Involved Supervisor's Supervisor (e.g. for the Maintenance Supervisor, this would be the Director of Business Services; for a Special Education Coordinator, this would be the Director of Special Education; etc.) within fourteen (14) days after receipt of the Step 1 answer. The Immediately-Involved Supervisor's Supervisor shall arrange for a meeting with the representative of the Association's Grievance Committee to take place within fourteen (14) days of his/her receipt of the appeal, or within fourteen (14) days of the expiration of the time limit for the Step 1 written answer if no such answer is provided, whichever is later. Each party shall have the right to include in its representation such witnesses and advisors, as it deems necessary to develop the facts pertinent to the Grievance. Upon conclusion of the hearing the Immediately-Involved Supervisor's Supervisor will have fourteen (14) days in which to provide his/her written decision to the Association. In the event that no written decision is provided within fourteen (14) days after the conclusion of the Step 2 hearing, the grievance shall be considered appealed to the next step. Should the Immediately-Involved Supervisor's Supervisor be the Superintendent, Step 2 shall be omitted.

Step 3: If the Grievance is not resolved in Step 1 or Step 2 as applicable, then the Grievance Committee shall refer the grievance to the Superintendent within fourteen (14) days after receipt of the Step 1 or Step 2 answer as applicable. The Superintendent shall arrange for a meeting with the representative of the Association's Grievance Committee to take place within fourteen (14) days of his/her receipt of the appeal, or within fourteen (14) days of the expiration of the time limit for the Step 2 written answer if no such answer is provided, whichever is later. Each party shall have the right to include in its representation such witnesses and advisors as it deems necessary to develop facts pertinent to the Grievance. Upon conclusion of the hearing, the Superintendent will have fourteen (14) days in which to provide his/her written decision to the Association.

10.5 Arbitration

If the Association is not satisfied with the disposition of the Grievance at Step 3 or the Step 3 time limits expire without the issuance of the Superintendent's written answer, the Association may submit the Grievance to arbitration. The arbitrator's opinion and award shall be final and binding on the Association and the Board. If a demand for arbitration is not filed within thirty (30) days of the date from the Superintendent's Step 3 reply, then the Grievance will be deemed withdrawn.

An arbitrator shall be selected by the mutual agreement of the parties. If no such agreement can be reached, an arbitrator shall be selected from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) as described below:

- A. A list of seven (7) arbitrators shall be secured from the AAA or FMCS, provided that such list shall not include a resident of District 94.
- B. Selection of the arbitrator shall be made by the parties from the list supplied as determined above. Final selection of the arbitrator shall be made by the parties alternatively striking a name from the list until one (1) name remains and this person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance.
- C. If the final arbitrator named is unable to serve, the parties shall request a new list from the AAA or FMCS.
- D. The arbitrator shall have no power to alter the terms of this Agreement. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and, if selected through AAA, the AAA

expenses will be divided equally between the Board and the Association. Should either party request a transcript of the proceedings, then that party will bear the full costs for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between both parties.

10.6 Association Representation

The Board acknowledges the right of the Association's grievance representative to participate and state the Association's views in the processing of a Grievance at any level for any employee and no employee shall be required to discuss any Grievance if the Association's representative is not present.

10.7 Agreement to By-Pass Steps

Provided the Association and Superintendent, at the request of the Immediately-Involved Supervisor, agree, Step 1, Step 2 and/or Step 3, of the grievance procedure may be by-passed and the Grievance brought directly to the next step.

10.8 Non-Reprisal

No reprisals of any kind shall be taken by the Board or the school administrators against the Aggrieved Person, the grievance representative, the grievance committee, the Association or any other participant in the grievance procedure by reason of such participation. Nor shall reprisals of any kind be taken by the Association or members thereof against the Board of Education and/ or its representatives by reason of their participation in the grievance procedure.

10.9 Cooperation by Board

The Board and the Administration will cooperate with the Association in the investigation of any Grievance, and further, will furnish the Association with the information upon which the Grievance is based.

10.10 Released Time

Should the investigation or processing of any Grievance require that an employee or an Association representative be released from his/ her regular assignment, he/she shall be released without loss of pay or benefits. This section shall not be interpreted to apply to an employee who has been dismissed or suspended.

10.11 Records

All documents dealing with the processing of a Grievance will be filed separately from the personnel files of the participants.

10.12 Withdrawal

A Grievance may be withdrawn or resolved at any level without establishing precedent and if withdrawn shall be deemed as though never having been filed.

ARTICLE 11: Negotiation Procedures

11.1 Negotiations

Negotiations between the parties shall be conducted in accordance with the provisions of the Illinois Educational Labor Relations Act, or its successor.

11.2 Federal Mediation and Conciliation Service (FMCS)

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if impasse is declared. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

ARTICLE 12: Strikes and Lockouts

12.1 Strikes and Lockouts

During the term of this Agreement, the parties agree as follows:

- A. The Board shall not lock out any employee as an act in retaliation for or to gain advantage in negotiations, except if the Union and/or employees are on strike.
- B. The Association shall:
 - 1. not engage in a strike, withholding of services, slowdown, sick-in, or any other withholding of services;
 - 2. not engage in activities not otherwise protected by law which would disrupt the operations or administration of the Board.

ARTICLE 13: Terms of Agreement

13.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.

13.2 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties on a ratified written amendment.

13.3 Separability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, the parties shall immediately meet to negotiate the removal of the provision in question and the impact thereof. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 14: Duration of Contract

14.1 Effective Date

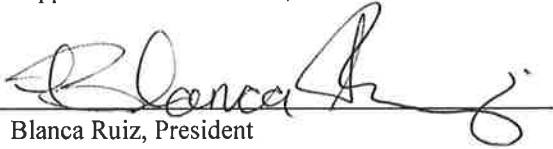
This Agreement shall be effective retroactively as of July 1, 2018 and shall continue in effect through the end of the day on June 30, 2022.

14.2 Successor Agreement

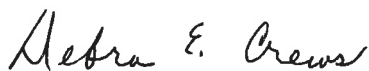
Bargaining shall begin on a successor agreement no later than March 15, 2022. Either party can initiate the request to begin the bargaining process.

IN WITNESS THEREOF:

For the West Chicago High School
Support Staff Association, IEA-NEA



Blanca Ruiz, President



Debra E. Crews, Secretary

Date

May 31, 2018

For the Board of Education of
Community High School District 94

Gary Saake, President

Renee Yackey, Secretary

Date

Memorandums of Understanding
Between the Board of Education and Community High School District 94 and
the West Chicago High School Support Staff Association

- i) The Board agrees to review positions in category L, M, and N in order to determine whether any reclassifications are warranted. This review will take place during the 2018-19 school year and any resulting reclassifications would be effective with the start of the 2019-20 school year.

- ii) Effective July 1, 2018 current Program Assistants with degrees who work in Alternative Ed programs will be moved into a new salary category – F3 (PA – Alternative Ed with degree) and will receive a one-time increase to their hourly rate of twenty-five (.25) cents per hour.

- iii) Effective July 1, 2018 district laundry services will no longer be considered bargaining unit work and may be subcontracted by the Board at any time following that date. Prior to subcontracting the work will continue to be performed by bargaining unit members.
 - This change will not result in any layoffs or reductions in bargaining unit positions or hours.
 - This is a one-time change limited only to this duty and does not set a precedent for any future agreements.
 - In entering into this agreement the Association reserves all of its rights under the collective bargaining agreement between the Board and the Association.
 - This agreement is subject to the terms of the collective bargaining agreement between the parties.

IN WITNESS THEREOF:

For the West Chicago High School
Support Staff Association, IEA-NEA

For the Board of Education of
Community High School District 94

Blanca Ruiz, President

Gary Saake, President

Debra E. Crews, Secretary

Renee Yackey, Secretary

Date

Date

COMMUNITY HIGH SCHOOL District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: Driver Education Car Lease
DATE: June 19, 2018

Our driver's education program at the high school utilizes one vehicle throughout the year for behind the wheel training. The current vehicle lease will be expiring. The proposal is to lease a new Ford Focus from Haggerty Ford for three years. The cost will be \$274.33 per month with 16,500 per year mileage allowance. The expiring lease is \$262 per month.

Ford Finance is handling documentation differently. Now, they require all forms signed off electronically in the dealership. At the Board's direction, I will go to Haggerty on Wednesday, June 20, 2018 to sign a new three-year lease.

**MOTOR VEHICLE LEASE AGREEMENT
ILLINOIS**

DATE JUN 1ST 2018

<p>1-800-727-7000</p> <p>FORD CREDIT</p> <p>www.fordcredit.com</p>	<p>LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)</p> <p>COMMUNITY HIGH SCHOOL DIST 94 326 JOLIET ST WEST CHICAGO IL 60185 DUPAGE</p>	<p>LESSOR (Name and Address)</p> <p>HAGGERTY FORD 330 E ROOSEVELT RD WEST CHICAGO IL 60185</p>
--	---	---

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is CAB WEST LLC and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	00099	2018 FORD FOCUS	1FADP3E22JL267041	PERSONAL

<p>1. Amount Due At Lease Signing or Delivery (Itemized Below) *</p> <p>\$ <u>3,024.33</u></p>	<p>2. Payments</p> <p>(a) Monthly Payments</p> <p>Your first monthly payment of \$ <u>274.33</u> is due on <u>06/01/2018</u>, followed by <u>35</u> payments of \$ <u>274.33</u> due on the <u>1ST</u> day of each month. The total of Your monthly payments is \$ <u>9,875.88</u>.</p> <p>(b) Advance Payment</p> <p>Your Payment of \$ <u>N/A</u> is due on <u>N/A</u>. The total of Your payment is \$ <u>N/A</u>.</p>	<p>3. Other Charges (not part of Your monthly payment)</p> <p>Disposition fee (if You do not purchase the Vehicle) \$ <u>N/A</u></p> <p align="center"><u>N/A</u> <u>N/A</u></p> <p align="right">Total \$ <u>N/A</u></p>	<p>4. Total of Payments (The amount You will have paid by the end of the lease)</p> <p align="right">\$ <u>12,625.88</u></p>
---	--	---	---

*** Itemization of Amount Due at Lease Signing or Delivery**

<p>5. Amounts Due At Lease Signing or Delivery:</p> <p>a. Capitalized cost reduction \$ <u>2,750.00</u></p> <p>b. First monthly payment <u>274.33</u></p> <p>c. Advance payment <u>N/A</u></p> <p>d. Refundable security deposit <u>N/A</u></p> <p>e. Title fees <u>N/A</u></p> <p>f. Registration fees <u>N/A</u></p> <p>g. Acquisition fee <u>N/A</u></p> <p>h. <u>N/A</u></p> <p>i. <u>N/A</u></p> <p>j. <u>N/A</u></p> <p>k. <u>N/A</u></p> <p>l. <u>N/A</u></p> <p>m. <u>N/A</u></p> <p align="right">Total \$ <u>3,024.33</u></p>	<p>6. How the Amount Due At Lease Signing or Delivery will be paid:</p> <p>a. Net trade-in allowance \$ <u>N/A</u></p> <p>b. Rebates and noncash credits <u>N/A</u></p> <p>c. Amount to be paid in cash <u>3,834.93</u></p> <p>d. <u>N/A</u></p> <p align="right">Total \$ <u>3,834.93</u></p>
--	---

FIRST
PAYMENT
DUE
AT SIGNING

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>20,429.00</u>) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ <u>21,394.00</u>
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	- <u>2,750.00</u>
c. Adjusted capitalized cost. The amount used in calculating Your base payment	= <u>18,644.00</u>
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment	- <u>8,870.40</u>
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	= <u>9,773.60</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	+ <u>102.28</u>
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge	= <u>9,875.88</u>
h. Lease payments. The number of payments in Your lease	÷ <u>36</u>
i. Base payment	= <u>274.33</u>

j. Sales / Use Tax N/A + N/A
 k. N/A + N/A
 l. N/A + N/A
 m. Total payment \$ 274.33
 n. Lease term in months 36

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.15 per mile for each mile in excess of 45099 miles shown on the odometer. See Items 22 and 28 on back and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

10. Purchase Option at End of Lease Term, \$8,870.40 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. WARRANTY The Vehicle is covered by any warranty indicated below:

Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.
 N/A N/A
N/A

13. OFFICIAL FEES AND TAXES \$435.00
 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$5,000 for any one person and \$50,000 for any one accident, and \$20,000 for any one accident, and \$20,000 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 23 on back)

NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE.

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance \$ N/A (Initial Coverage) \$ N/A (Premium) N/A (Insured(s))
N/A (Insurance Company)
 Lessee: N/A Co-Lessee:

b. Credit Disability Insurance \$ N/A (Monthly Coverage) \$ N/A (Premium) N/A (Insured(s))
N/A (Insurance Company)
 Lessee: N/A Co-Lessee:

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

17. LESSOR SERVICES N/A
 (See Item 21 on back) N/A

****18. Itemization of Gross Capitalized Cost**

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ 20,429.00	+ \$ N/A	+ \$ 95.00	+ \$ 50.00	+ \$ N/A	+ \$ 645.00	+ \$ 175.00
N/A	N/A	N/A	N/A	N/A	N/A	Total Gross Capitalized Cost
+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	= \$ 21,394.00

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: COMMUNITY HIGH SCHOOL DIS By: 236 Title: _____
 Co-Lessee: _____ By: Title: _____

NOTICE TO THE LESSEE: This is a lease. You have no ownership rights in the vehicle unless and until You exercise Your option to purchase the Vehicle, if this lease contains a purchase option. Do not sign this lease before You read

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a **maximum deductible** amount of \$1,000; and (b) collision and upset insurance with a **maximum deductible** of \$1,000; and (c) automobile liability insurance with **minimum limits** for bodily injury or death of \$25,000 for any one person and \$50,000 for any one accident, and \$20,000 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 23 on back)

NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE.

(insurance Company)

Lessee: N/A Co-Lessee:

b. Credit Disability Insurance \$ N/A (Monthly Coverage) \$ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: N/A Co-Lessee:

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

17. LESSOR SERVICES N/A
(See Item 21 on back) N/A

****18. Itemization of Gross Capitalized Cost**

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ 20,429.00	+ \$ N/A	+ \$ 95.00	+ \$ 50.00	+ \$ N/A	+ \$ 645.00	+ \$ 175.00
N/A	N/A	N/A	N/A	N/A	N/A	Total Gross Capitalized Cost
+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	+ \$ N/A	= \$ 21,394.00

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: COMMUNITY HIGH SCHOOL DIS By: Title: _____

Co-Lessee: _____ By: Title: _____

NOTICE TO THE LESSEE: This is a lease. You have no ownership rights in the vehicle unless and until You exercise Your option to purchase the Vehicle, if this lease contains a purchase option. Do not sign this lease before You read it. Early termination may require You to pay a substantial amount. You are entitled to a completed copy of this lease when You sign it.

You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: _____ By: Title: _____

Co-Lessee: COMMUNITY HIGH SCHOOL DIS By: Title: _____

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: _____ By: Title: _____

HAGGERTY FORD

FC 19012-P (OCT 17)
FC 19012-APP
Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

ORIGINAL

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR

If You have a Monthly Payment Lease, you must pay the following: (a) designated by Finance Company at any time if You are not in default, the Initial Adjusted Capitalized Cost plus (b) the amount by which the

287

26. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease; (b) the return of the Vehicle to Lessor; or another place designated by Finance Company; and (c) the payment by You of

ENDING YOUR LEASE

an other repairs must be made with Original equipment manufacturer parts. Discuss this requirement with Your insurance company prior to authorizing any collision repair work.

QUOTE CONFIRMATION



DEAR JOE NEILON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES: Here it is
Thanks
Matt

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JTJP360	5/9/2018	JTJP360	1023956	\$246,375.00

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
Acer Chromebook Spin 11 R751T-C4XP - 11.6" - Celeron N3350 - 4 GB RAM - 32 Mfg. Part#: NX.GPZAA.001 UNSPSC: 43211503 Contract: MARKET	750	4691952	\$304.00	\$228,000.00	
Google Chrome Management Console License Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: MARKET	750	3577022	\$24.50	\$18,375.00	

PURCHASER BILLING INFO		SUBTOTAL	\$246,375.00
Billing Address: COMMUNITY HIGH SCHOOL DIST. 94 ATTN: ACCTS PAAYBLE 157 W WASHINGTON ST WEST CHICAGO, IL 60185-2802 Phone: (630) 231-0880 Payment Terms: SEE INTERNAL TEXT FOR DETAIL		SHIPPING	\$0.00
		GRAND TOTAL	\$246,375.00
		DELIVER TO Shipping Address: COMMUNITY HIGH SCHOOL DIST. 94 JOE NEILON 326 JOLIET ST WEST CHICAGO, IL 60185-3142 Shipping Method: NiteMoves Local Super-Saver		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Matt Eisfelder

(877) 246-8022

matteis@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



5/21/2018

To Whom It May Concern:

Except with respect to the product specifications, quantities and prices included in this response, the terms and conditions found at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> apply to this submission unless the parties otherwise agree in a separate writing. For more information or to initiate an agreement with Seller, please contact: Tara Barbieri: tarabar@cdwg.com

Thank you for considering CDW•G for your technology needs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Flood".

Matt Flood, Supervisor-Proposals
CDW Government LLC



157 W. Washington Street
West Chicago, IL 60185

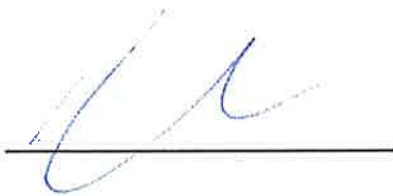
BID – Chromebook Package

QUANTITY	ITEM	BID PRICE
750	Acer Chromebook Spin 11 R751T-C4XP - 11.6" AHVA touchscreen - Celeron N3350 - 4 GB RAM - 32 GB eMMC	\$228,000.00
750	Google EDU Management Console License	\$18,375.00
	TOTAL BID PACKAGE PRICE	\$246,375.00

Contact Information

Vendor Name: CDW Government LLC **Vendor Phone # :** (877) 246-8022
Please print

Contact Name: Matt Eisfelder **Email Address:** matteis@cdwg.com
Please print

Authorized Signature: 

Date: 5/18/2018



157 W. Washington Street
West Chicago, IL 60185

Community High School District 94 is interested in obtaining Sealed Bid Proposals for 750 – Acer Chromebook Spin 11 R751T-C4XP - 11.6" AHVA touchscreen - Celeron N3350 - 4 GB RAM - 32 GB eMMC. 750 - Google EDU Management Console Licenses.

Sealed Bid Proposals will be received until 3:00 p.m., Wednesday, May 23, 2018 and opened in public and read at that time by a designated representative in the Administration Office of Community High School District 94, located at 157 W. Washington Street, West Chicago, IL 60185. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a proposal has been "received" by the School District before the specified deadline.

The enclosed forms MUST be used and returned in a sealed envelope clearly marked:
"BID – CHROMEBOOK PACKAGE"
Attention Dave Blatchley

All proposals shall include all charges for the Chromebook Package, packing, transportation, handling, and delivered to the school as designated in the proposal.

The Board of Education reserves the right to reject any and or all proposals or to accept or reject any portion of the proposals, and to waive any or all irregularities or informalities in connection with the proposals.

No substitutions will be accepted. Please fill out the enclosed forms completely. Only the original forms found on the district's website will be accepted. Incomplete forms will be rejected.

The form must contain an original corporate officer's signature. The signing of these bid proposal documents shall be construed as acceptance of all provisions contained herein.

Dave Blatchley
Director of Business Services

CDW Government LLC
Name of Company (Print or type)

Matt Flood
Company Officer's Name (Print or type)

Supervisor- Proposals
Title



Signature of Company Officer

5/18/2018
Date

matteis@cdwg.com
Email

(877) 246-8022
Telephone Number

(847) 968-1550
Fax Number

230 N. Milwaukee Ave., Vernon Hills, IL 60061
Complete Address (City, State, Zip)

COMMUNITY HIGH SCHOOL
District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: Chromebooks
DATE: June 19, 2018

The new Chromebooks for the freshman class went out to bid in May. We received a quote from CDW and have presented the quote confirmation to the Board. The Acer Chromebook Spin had a unit price of \$304. The total purchase, including student, teacher, licenses, and a small surplus of Chromebooks came out to \$246,375.

COMMUNITY HIGH SCHOOL District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: Student Transportation Contract
DATE: June 19, 2018

We recently went out to bid for student transportation. The current expiring contract was for a three-year period with Illinois Central. The low bidder and the recommended contractor is Illinois Central. Two vendors originally expressed an interest to bid; however, the second bidder dropped out.

The fee structure in the bid has fixed costs in the initial year of the contract. The rates increase in the next two years of the contract based upon the increase in the CPI-U.

The estimated cost of the new contract through Illinois Central is \$605,682. The cost of the new bid from Illinois Central represents an increase in total costs to the District of approximately 1.41%. Current annualized costs for student transportation for District 94 is approximately \$597,247.

AGREEMENT TO PROVIDE TRANSPORTATION SERVICES

This Agreement, entered into this 19th day of June, 2018, by and between Community High School District 94 and North America Central School Bus/Illinois Central School Bus.

WITNESSETH:

WHEREAS, the parties are desirous of providing for certain transportation services in accordance with the requirements of law and the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the covenants and conditions herein contained, and the mutual benefits to be derived herefrom, the parties agree as follows:

SECTION 1. DEFINITION OF TERMS

1.1 **DISTRICT** shall mean **Community Unit High School District 94**, whose address for notices is Administrative Center, 157 W. Washington Street, West Chicago, Illinois 60185, Attn: Director of Business Services.

1.2 **CONTRACTOR** shall mean North America Central School Bus, LLC/Illinois Central School Bus., whose address for notices is 78 N. Chicago Street, 2nd Floor, Joliet, IL 60432, Attn: Director of Business Development.

1.3 **VEHICLE** shall refer to a school bus or other Vehicle used by the Contractor in the performance of this Agreement.

SECTION 2. SCOPE OF THE AGREEMENT

- 2.1 All transportation services provided by the Contractor shall comply with and be in accordance with all requirements of any applicable municipal, State, and Federal laws, ordinances, rules and regulations and the terms and conditions of this Agreement and the bid specifications. The Contractor shall provide the transportation services in a safe, reasonable and prudent manner.

Contract Documents: Community High School District 94's Request for Proposal Student Transportation 2018, any amendments, and the NACSB bid submission due May 7, 2018 are hereby incorporated into this contract. These documents shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern

- Agreement to provide transportation services between the parties
- Contractor Response to bid specifications dated May 7, 2018
- The transportation bid specifications , including any and all amendments;

- 2.2 This Agreement shall commence and take effect on **July 1, 2018**, and end on **June 30, 2021**. This Agreement may be extended for an additional year option upon mutual agreement of the parties on the terms and conditions for such extended period.

SECTION 3. BUS ROUTES AND SCHEDULES

- 3.1 The Contractor, in consultation with District, shall design the bus routes, including all stops along the way. However, the Contractor and District may agree to alter, modify, or amend the bus routes and/or stops along the way, to change or add bus routes, establish new bus routes, and change time schedules (including but not limited to bell times) for pick-up and deliveries in order to meet changing conditions; provided, however, that the rates shall be increased to reflect such revisions. Rules and regulations for details incidental to the operation of bus routes, bus stops and other attendant matters which may arise shall be mutually agreed upon.
- 3.2 Scheduling of routes shall be completed in a timely manner. District will act in an advisory capacity to the Contractor in the preparation of the routes, but the responsibility shall be primarily the Contractor's.
- 3.3 The Contractor shall require the bus drivers to adhere to routes and time schedules as established. Bus drivers who discover cause for route or time adjustment will report same to the Contractor which will take the matter up with District.
- 3.4 The Contractor shall be available for periodic conferences with District to discuss changes in the routes and schedules.
- 3.5 The Contractor shall assist District in any determination of whether runs should be cancelled due to inclement weather. To this end, the Contractor shall remain available to District for consultation on a daily basis.

SECTION 4. INSURANCE

Contractor shall carry, pay for, and keep in force, with a company or companies licensed to do business in Illinois, comprehensive general liability and comprehensive automobile liability in minimum amounts of Insurance as per Contractor submitted Certificate of Insurance.

Contractor shall present and maintain current certificates of Insurance throughout the term of the contract to the District giving evidence of the Insurance coverage.

SECTION 5. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

Both parties, in the performance of this Contract, shall be acting in their individual capacity and not as agents, employees, partner, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

SECTION 6. VEHICLES

- 6.1 All Vehicles used and employed by the Contractor in the performance of this Agreement shall conform to and be in accord with any and all applicable municipal, State and Federal laws, ordinances, rules and regulations.
- 6.2 Prior to the commencement of services under this Agreement, the Contractor shall submit a complete list of all Vehicles to be used during the year to District. The list shall include:
 - (a) name of manufacturer;
 - (b) date of manufacture;
 - (c) serial number;
 - (d) client capacity; and
 - (e) such other data as the District may reasonably request.
- 6.3 All Vehicles shall be maintained in good repair and working order, and in a clean and sanitary condition. A thorough preventative maintenance program on all Vehicles shall be ongoing at all times and documentation of this program shall be provided to District upon written request.
- 6.4 No bus shall be more than twelve (12) years old, including replacements, will be operated unless specifically approved by the District. The average age of buses used will be no more than ten (10) years of age.

SECTION 7. PERSONNEL

- 7.1 The Contractor shall supply, at its own expense, all personnel necessary or required for the performance of its duties and obligations under this Agreement. The Contractor shall have an ongoing safety program for all bus drivers and documentation of this program shall be provided to District upon written request.
- 7.2 Bus drivers must meet all applicable State requirements. Contractor shall provide an ongoing training program for drivers that includes completion of an initial training program and continuing or annual in-service training. A pre-employment drug screening test is required for all bus drivers and shall be conducted in accordance with any applicable federal, State or local laws and regulations.

- 7.3 The Contractor shall employ a qualified full time manager/supervisor to supervise the providing of client transportation services under this Agreement, and act in the capacity of a liaison between District and the Contractor.
- 7.4 The Contractor shall not discriminate against any prospective or active employee because of race, color, national origin, religious creed, sex, age or marital status.

SECTION 8. BUS OPERATIONS

- 8.1 Bus drivers shall report client misconduct occurring on a bus. Bus drivers shall be instructed of the disciplinary policy for client misconduct, and the procedure for instituting the same.
- 8.2 No bus driver shall put a client off a bus unless that client is released to a District representative.
- 8.3 Bus drivers do not have authority to refuse any transportation to any eligible student. Matters which may necessitate a withdrawal of eligibility will be reported as soon as possible to the Contractor which will handle the matter through the District's office.

SECTION 9. PROCUREMENT OF FUEL

Contractor will provide all fuel for the service of this agreement. Should fuel costs exceed \$4.50 per gallon, the District will consider negotiations for the increased fuel costs.

SECTION 10. RATES AND CONDITIONS

11.1 Regular Daily Runs.

Please refer to Exhibit II – Proposal Form

- 11.2 **Time of Payment.** Payment for each month of service shall be made within 30 days from receipt of invoice.

SECTION 12. MISCELLANEOUS PROVISIONS

- 12.1 **Assignment.** This Agreement shall not be assigned by the parties hereto, without the written consent of Corporation, which consent shall not be unreasonably withheld or delayed.

12.2 **Force Majeure.** In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, riot, war, picketing, strike, labor dispute, government action or any condition or cause beyond Contractor control, District shall excuse Contractor from performance under this agreement. District shall have the right to take over the operation of the buses if Contractor is prevented from operating for the reasons described above, whether such buses are supplied by Contractor or District and may operate such buses with school employees or other persons as District may deem appropriate until Contractor is able to resume its regular operations. District shall pay to Contractor for the use of such buses the compensation which would be due in accordance with this agreement had Contractor operated such buses, less all expenses and costs incurred in securing the services of operating personnel and other such costs of operation; provided, however, that Corporation's deduction of such costs and expenses shall not exceed the difference between the total compensation paid to Contractor for such buses less Contractor fixed costs for operation.

12.3 **Notices.** All notices required or permitted by this Agreement shall be in writing, signed by the party serving the notice, sent to the party at the address shown on page 1 hereof or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be either deposited, postage prepaid, in the registered or certified United States mail, return receipt requested, or sent prepaid via air courier service and shall be deemed given when actually received at the address shown on the postal or air courier receipt.

12.4 **Modification.** No waivers, alterations, or modifications of this Agreement or any agreements in connection with it shall be valid unless in writing and duly executed by both the Contractor and District.

IN WITNESS WHEREOF, the parties hereto being duly authorized execute this Agreement, intending to be legally bound hereby, the day and year first above written.

COMMUNITY HIGH SCHOOL DISTRICT 94

By: _____

Sign name

By: _____

Print name

Title: _____

NORTH AMERICA CENTRAL SCHOOL BUS/ILLINOIS CENTRAL SCHOOL BUS

By: _____

Sign name

By: Dan O'Brien

Print name

Title: Director of Business Development

Exhibit II
Proposal Form

COMMUNITY HIGH SCHOOL
District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: SMART Learning Software
DATE: June 19, 2018

The Math Division is requesting the purchase of 17 licenses to the Smart Learning Software solution. The SMART Learning Suite is for a three-year subscription.

The product combines lesson delivery, assessment, student collaboration and game-based learning software into one ultimate education suite. It connects students, teachers and devices to turn lessons into enriching learning experiences. The software works with any hardware and provides flexibility for front of the room instruction, student-led learning, project-based learning and flipped classroom initiatives.

Smart Learning Software 3yr

BORD131422

Prepared: West Chicago Community HS Dist
 #94

Attention:

Proposal Date: 5/18/2018

Prepared By: Mike Maturro

Phone: 630-467-1500

Email: mmaturro@conferencetech.com

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
General: \$1,606.50					
SMART	ED-SW-3	SMART Learning Suite, 3 year subscription	17.00	\$94.50	\$1,606.50

Subtotal: \$1,606.50
Freight: \$0.00
Tax: \$0.00
Grand Total: \$1,606.50

Proposal Acceptance

Standard Disclaimer

Warranty: Manufacturer warranties apply.

Terms: 60/40 billing.

No Services Included.

STATEMENT: This proposal is the property of Conference Technologies, Inc. © and is delivered with the sole intent of being viewed by management of West Chicago Community HS Dist #94 for evaluation purposes. This proposal represents equipment only. No services are provided in the scope of this proposal and it is not intended to represent a complete working system. This proposal, or any part of this proposal, is not to be presented to or viewed by any other party, vendor, or Conference Technologies, Inc. competitor, without the written consent of Conference Technologies, Inc. Any effort to breach this intent is considered a violation of copyright law.

Terms are 60/40 with approved credit. For orders that exceed ten thousand dollars, 50% to initiate order, 50% NET 30, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 2.5% fee.

All applicable taxes, freight, and delivery charges are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restocking fees may apply. This proposal is valid for ninety (90) days.

Bill to

West Chicago Community HS Dist #94
326 Joliet Street
West Chicago, IL 60185

Ship to

West Chicago Community HS Dist #94
326 Joliet St
Attn: Steve Balhan (630-876-6410)
sbalhan@94.org
West Chicago, IL 60185

Total

BORD131422 – \$1,606.50

Agreed and Accepted by:

Customer Signature

CTI Signature

Printed Name

Printed Name

Title

Title

Date

Date

COMMUNITY HIGH SCHOOL
District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: Multi-Function Copier Bid
DATE: June 19, 2018

Last month we went out to bid on our multi-function copiers. We currently utilize Canon copiers. We had three bidders respond. The lowest bidder was Marco. In evaluating our current lease agreement compared to this new agreement with Marco, the District will save 4.67% over the life of the contract.



STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT NO. 1360893

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement _____, between _____ Community High School District 94 as Customer and Marco Technologies LLC, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver the Agreement and to carry out its obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and your need for the Equipment is not expected to diminish during the term of the Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of the Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by adding the following language:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

NOTE: A FACSIMILE, ELECTRONIC OR SCANNED VERSION OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve, terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

CUSTOMER ACCEPTANCE

Marco Technologies LLC
LESSOR

X
SIGNATURE

TITLE DATE

Community High School District 94
CUSTOMER

X
SIGNATURE

TITLE DATE

NOTE: A FACSIMILE, ELECTRONIC OR SCANNED VERSION OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Delivery & Acceptance Certificate

APPLICATION NO. 1360893

Phone: 800.892.8548 | Fax: 800.847.3087

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or Financed Items which are the subject of the above-referenced Agreement between Marco Technologies LLC as Lessor/Secured Party and the undersigned as Customer. The words you and your refer to Customer. The words we, us and our refer to Lessor/Secured Party.

You certify and acknowledge that all of the Equipment and Financed Items described in the Agreement (as applicable): 1) have been received, installed and inspected, and 2) are fully operational and unconditionally accepted. Further, all terms and conditions of the above-referenced Agreement have been reviewed and acknowledged. Upon your signing below, your promises in the Agreement will be irrevocable and unconditional in all respects.

EQUIPMENT DESCRIPTION

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER - COLOR, STARTING METER - B&W. Rows 1-33 containing equipment descriptions like CANON IR-6555I B&W 55 PPM COPIER.

CUSTOMER ACCEPTANCE

Customer acceptance form with fields for CUSTOMER (Community High School District 94), SIGNATURE (marked with X), TITLE, and ACCEPTANCE DATE.

NOTE: A FACSIMILE, ELECTRONIC OR SCANNED VERSION OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



MAP
Grouped Pool Billing Schedule

APPLICATION NO.
1360893

AGREEMENT NO.

Meter Reading Contact Person: Joe Neilon jneilon@d94.org

Managed Account Program

Phone: 800.892.8548 | Fax: 800.847.3087

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

PAYMENT SCHEDULE:

Minimum Payment* \$ 5,265.85 *plus applicable taxes

POOL 1 NAME: MFP

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: See Attached Schedule A-1

Color Print Allowance 7,125 Excess Color Print Charge* \$ 0.035000
B&W Print Allowance 125,000 Excess B&W Print Charge* \$ 0.003680

POOL 2 NAME: Vario Print

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: VARIO PRINT 140, Row 2: VARIO PRINT 140

Color Print Allowance
B&W Print Allowance 454,167 Excess B&W Print Charge* \$ 0.003000

POOL 3 NAME: 0

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows 1-5 are empty

B&W Print Allowance 0 Excess B&W Print Charge* \$ 0.000000

POOL 4 NAME: 0

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows 1-5 are empty

B&W Print Allowance 0 Excess B&W Print Charge* \$ 0.000000

CUSTOMER ACCEPTANCE

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Community High School District 94
CUSTOMER (as referenced above)

Signature box with 'X' and '257', and Title/Dated box



Request for Certificate of Insurance

APPLICATION NO. 1360893	CONTRACT NO.
----------------------------	--------------

Request for Certificate of Insurance

This form is provided for the customer to approve and forward to their insurers.

CUSTOMER INFORMATION

FULL LEGAL NAME Community High School District 94			STREET ADDRESS 157 W Washington St	
CITY West Chicago	STATE IL	ZIP 60185	PHONE (630) 876-6200	FAX (630) 876-6241
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

CUSTOMER'S INSURANCE AGENT INFORMATION

NAME OF AGENCY			STREET ADDRESS	
CITY	STATE	ZIP	PHONE	FAX
AGENT				

DESCRIPTION OF ITEM(S) TO BE INSURED

1. CANON IR-6555I B&W 55 PPM COPIER
2. CANON IR-6555I B&W 55 PPM COPIER
3. CANON IR-6555I B&W 55 PPM COPIER
4. CANON IR-6555I B&W 55 PPM COPIER
5. CANON IR-6555I B&W 55 PPM COPIER
6. CANON IR-C7570I COLOR 70 PPM COPIER
7. CANON IR-C7570I COLOR 70 PPM COPIER
8. CANON VARIOPRINT 140
9. CANON VARIOPRINT 140
10. CANON MICARD PLUS SC (IR-C255IF / IR-C355IF) EDI
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.

TOTAL INSURABLE VALUE: _____

AUTHORIZATION

We have entered into an agreement with Marco Technologies LLC for the above described item(s). This is a "NET" agreement and we are responsible for the insurance. The insurance policy must include a provision for the following requirements:

COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE OF INSURANCE REFERENCE APPLICATION NUMBER ABOVE:

Marco Technologies LLC
4510 Heatherwood Road
St. Cloud, MN 56301

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named additional Insured and Loss Payee by return mail and replace it with the original insurance policy endorsement within 30 days.

This Certificate should indicate the following: "It is agreed that Marco Technologies LLC will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy".

CUSTOMER ACCEPTANCE

Print Name:	Signature: X	Title:
Customer (as referenced above): Community High School District 94	258	Dated:



MAP Agreement

APPLICATION NO. 1360893

AGREEMENT NO.

Meter Reading Contact Person: Joe Neilon jneilon@d94.org

Managed Account Program

Phone: 800.892.8548 | Fax: 800.847.3087

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Marco Technologies LLC.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Includes fields for Minimum Payment, Color Print Allowance, Excess Color Print Charge, B&W Print Allowance, Excess B&W Print Charge.

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

Form for Marco Support Desk enrollment with a table of monthly fees: 1-5 Devices: \$10, 6-15 Devices: \$20, 16+ Devices: \$30.

FREQUENCY OF MINIMUM PAYMENT

METER READING FREQUENCY

Form with checkboxes for payment frequency (Monthly, Quarterly, Semi-Annually, Annually) and meter reading frequency.

TERM AND PAYMENT SCHEDULE

SUPPLIES COVERAGE LEVELS

Form with fields for Term in Months (48) and checkboxes for supplies coverage (All Inclusive, HP OEM, No Supplies Included).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Form for Owner Acceptance with fields for Name (Marco Technologies LLC), Signature, Title, and Dated.

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Form for Privacy and Information Security with fields for Name (Community High School District 94), Signature, Title, and Dated.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Form for Customer Acceptance with fields for Name (Community High School District 94), Signature, Title, and Dated.

1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto (the "Equipment") and/or agree that you have requested that we finance certain licensed software and services for you ("Financed Items"), which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement which is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. All other modifications to the Agreement must be in writing signed by each party. This Agreement becomes valid upon execution by us and will begin on the date the Equipment is delivered to you, as stated in the packing list, or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 12-month term(s) unless you (a) provide us written notice between 90 and 150 days (before the end of any term) that you want to return the Equipment and (b) you timely return the Equipment in accordance with paragraph 3 of this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
2. **RENT, TAXES AND FEES:** You agree to pay the amounts payable under the terms of this Agreement (each, a "Payment") when due, plus any applicable sales, use and property taxes. If more than one Minimum Payment is listed on the first page or on the attached Schedule(s), you agree that you are obligated to pay the sum of the Minimum Payments. The Minimum Payment will be adjusted proportionately upward or downward, as necessary, to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You cannot pay off this Agreement or return the Equipment prior to the end of the term without our consent. If we consent, we may charge you, in addition to the other amounts owed, an early termination fee equal to 5% of the price of the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** We are the owner of the Equipment and have sole title to the Equipment (excluding Financed Items). We do not own any software that is included with the Financed Items and cannot transfer any interest in such software to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you agree to return all but not less than all of the data (excluding Financed Items) and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1).
4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk of loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain general public liability insurance acceptable to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or destruction of or damage to the Equipment will relieve you from your payment obligations under this Agreement. If the Equipment is destroyed and we have not otherwise agreed in writing, at our election, you will either repair or replace the damaged/destroyed Equipment with comparable equipment acceptable to us, or pay to us (a) all past due amounts and (b) all remaining Payments for the unexpired term, plus our booked residual (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.
5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT.** We may sell, assign, or transfer our rights under this Agreement, in whole or in part, without notice. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations (including but not limited to, any obligation to provide maintenance or supplies for the Equipment or Marco Support Desk services) and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations within the Agreement.
6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay the Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in you or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: 1) the greater of 5% of the Payment which is late or \$20.00 or 2) if less, the maximum charge allowed by law. If you are ever in default, at our option, we may require that you pay 1) all past due amounts, and 2) all remaining Payments for the unexpired term, plus our booked residual (both discounted at 2%). We may recover interest on any unpaid amount, from the due date, at the rate of 18% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) at your expense, return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In the event of any dispute or enforcement of our rights under this Agreement, you agree to pay our reasonable attorneys' fees (including those incurred before or at trial, on appeal or in any other proceeding), actual court costs, any other collection costs and repossession costs. The net proceeds of the sale of any Equipment, if any, will be credited against the amounts you owe us under this Agreement. **WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.
8. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement.
9. **WARRANTY DISCLAIMERS: YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU ARE UNCONDITIONALLY OBLIGATED TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
10. **LAW, JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the state of our principal place of business or, if we assign this Agreement, our assignee, and adjudicated in a federal or state court in such state. You consent to jurisdiction and venue in such state and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**
11. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, and, if indicated by the selection of a Supplies Coverage Level on the first page of this Agreement, maintenance (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation. Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. If included, the amount payable under this Agreement for supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. If your toner and developer usage exceeds the average page coverage amount, we in our sole discretion reserve the right to increase the amount payable under this Agreement for supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. We may charge you a monthly supply freight fee to help offset our costs of delivering supplies to you.
12. **EXCESS CHARGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures and provide us with periodic meter readings on the Equipment. If we are unable to gather a meter reading from you using your preferred method of collection after 3 attempts, you will be assessed a \$3 fee per month per device to collect your reads. If you make more than the applicable allowed prints in any period, you agree to pay us an additional amount equal to the number of excess prints made during such period, multiplied by the applicable Excess Print Charge. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s).
13. **SUPPLIES LEVEL COVERAGE INFORMATION:** All inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. B&W Inclusive is defined as only including black toners, black developers, black drums and black drums kits. Cyan, magenta and yellow toners, developers, drums and drums kits are not included. No Supplies Included is defined as not including any toners, developers, drums or drums kits.
14. **MARCO SUPPORT DESK:** If you selected "yes" on page 1, the charges established by this Agreement include payment for Marco Support Desk, Monday-Friday from 8:00 am to 5:00 pm CST. Marco Support Desk is included for all Equipment listed on this Agreement and is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates. Such Marco Support Desk is separate and distinct from this Agreement and shall not affect your obligations under this Agreement in any way. You agree to pay all amounts owing under this Agreement regardless of any claim you may have against us relating to the Marco Support Desk.
Marco Support Desk includes the following:
- Changes to your network such as: replacing or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a best attempt to reconfigure scan to email for changes made by your Internet Service Provider.
- Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software.
- New or upgraded end user software that results in printing issues requiring updating print drivers or configurations; Additional training sessions for key operators and/or end users; Other printing or scanning software related issues as it applies to the imager(s).



Schedule "A-1"

APPLICATION NO.
1360893

AGREEMENT NO.

Meter Reading Contact Person: Joe Neilon jneilon@d94.org

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **Marco Technologies, LLC.**

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1. CANON IR-6555I B&W 55 PPM COPIER			
2. CANON IR-6555I B&W 55 PPM COPIER			
3. CANON IR-6555I B&W 55 PPM COPIER			
4. CANON IR-6555I B&W 55 PPM COPIER			
5. CANON IR-6555I B&W 55 PPM COPIER			
6. CANON IR-C7570I COLOR 70 PPM COPIER			
7. CANON IR-C7570I COLOR 70 PPM COPIER			
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CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Community High School District 94
CUSTOMER (as referenced above)

X	261
SIGNATURE	

TITLE
DATED

COPY PAPER AND RELATED MATERIALS BID SUMMARY

Community High School District 94

SCHOOL YEAR 2018 - 2019

LINE	ITEM DESCRIPTION	D94	QUANTITY REQUIRED	VERITIV		QUILL		CONTRACT PAPER GROUP		MURNANE		MIDLAND		WAREHOUSE DIRECT			
				PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE		
WHITE COPY PAPER ASSORTED SIZES																	
1	8.5 x 11 WHITE 20lb. 92% BRIGHTNESS	958	958	\$25.80	\$24,716.40			\$29.40	\$28,165.20	\$25.65	\$24,572.70	\$26.00	\$24,908.00				
2	8.5 x 14 WHITE (LEGAL)	1	1	\$35.00	\$35.00			\$39.40	\$39.40	\$35.20	\$35.20	\$36.40	\$36.40				
6	11 x 17 WHITE 20 LB.	2	2	\$28.50	\$57.00			\$31.40	\$62.80	\$27.65	\$55.30	\$28.60	\$57.20				
ASSORTED COLOR PAPER - SIZE 8.5 x 11 20 LB.																	
7	BLUE	7	7	\$34.00	\$238.00			\$39.34	\$275.38	\$35.10	\$245.70	\$33.75	\$236.25				
8	GREEN	6	6	\$34.00	\$204.00			\$39.34	\$236.04	\$35.10	\$210.60	\$33.75	\$202.50				
9	CANARY	6	6	\$34.00	\$204.00			\$39.34	\$236.04	\$35.10	\$210.60	\$33.75	\$202.50				
11	PINK	3	3	\$34.00	\$102.00			\$39.34	\$118.02	\$35.10	\$105.30	\$33.75	\$101.25				
ASSORTED CARD STOCK																	
36	90 LB. EXACT INDEX - GREEN	2	2	\$33.50	\$67.00					\$39.10	\$78.20	\$36.30	\$72.60				
37	90 LB. EXACT INDEX -BLUE	2	2	\$33.50	\$67.00					\$39.10	\$78.20	\$36.30	\$72.60				
39	90 LB. EXACT INDEX - CANARY	2	2	\$33.50	\$67.00					\$39.10	\$78.20	\$36.30	\$72.60				
ASSORTED CONSTRUCTION PAPER - SIZE 9 x 12																	
														TOTAL		\$ 25,670.00	
<p align="center">Lowest Bidders declined bid offer - did not win line 1 of the bid.</p> <p align="center">Bid winner for all items due to Lowest Bidders declining bid offer</p>																	
NOTES:																	
The bid winner is indicated in the green highlighted cells																	
NO BID or required quantity is 0 (zero) is indicated with a grey cell.																	

COMMUNITY HIGH SCHOOL
District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: Elevator Card Reader
DATE: June 19, 2018

In order to make the elevator accessible to all four floors using a card reader, the service of Phoenix Systems and Service, INC. along with Otis Elevator Service is required. Phoenix will provide and install four new HID Card Readers to the existing access control system. The pricing for Phoenix is \$10,049. Otis will provide labor and material to furnish and assist in the installation of the keypad. Otis will also ensure the system interfaces correctly. The pricing for Otis is \$18,322.02.



PHOENIX
Systems & Service, Inc.

Security Solutions Since 1991



June 4, 2018

Craig M. LaCour
Manager of Building Maintenance
CHS D94
326 Joliet Street
West Chicago, IL 60185

RE: Proposal for Access Control Equipment for Sandler Community High School
District 94 at 326 Joliet Ste. West Chicago, IL #18-597-WS

Dear Mr. LaCour:

Thank you for the opportunity to present this proposal for the above referenced project.

About Phoenix Systems

Phoenix Systems & Service, Inc. is a full-service security systems integrator with over 27 years of commitment to satisfied customers. Ours is a solutions-oriented approach. We listen to the customer's specific security requirements then propose systems that meet and exceed those needs. You can rely on our years of experience to help you in your security thought process.

From Access Control and IP Video & Intercoms, Visitor Management, and Entrance Turnstiles, our approach is all encompassing. We provide a complete turnkey installation including conduit, wiring, training and IT support.

Phoenix Systems has based the enclosed proposal on the plans and specifications that were supplied to us for the Community High School District 94 Access Control Expansion Project. Installation and service work are performed by skilled union technicians (IBEW Local 134 "A" and "C" cardholders), who are specifically trained to work with low voltage electronic systems.

362 S. Schmale Road, Carol Stream, IL 60188 • 630.860.9501 • www.phx-sys.com

We will assign a Project manager to the project once we are under contract. He will, in addition to myself, insure that your project is installed on time, within budget and the way you planned it. The Project Manager is responsible for submittals, drawings, attending job progress meetings, procuring equipment, managing the installation, training and job closeout. This methodology simplifies coordination with other contractors and means that you only have to deal with one party at Phoenix Systems.

Post-sale support is our highest priority and that's why "Service" is in our name. We provide scheduled and emergency service, a loaner replacement policy for most equipment, and have included Maintenance Agreement information and pricing at the end of this proposal – the Maintenance Agreement will begin once the initial 1-Year Warranty has expired.

Scope of Work

Phoenix Systems will provide and install (4) New HID Card Readers for Elevator Call to the existing S2 Access Control System at 326 Joliet Street.

Access Control System

Phoenix Systems will Install additional S2 Access Control Equipment for Community High School District 94, at 326 W. Joliet West Chicago, IL 60185.

Phoenix Systems will Install (4) HID Card Readers on the Lower Level, 1st Floor, 2nd Floor and 3rd Floor of the Buildings Hydraulic Elevator System noted on the Drawings.

Phoenix will Install (1) S2 Netnode in the Elevator Machine Room, we will also include (1) S2 Access Control Blade, (1) S2 Output Blade and (4) Relay's to complete the installation.

Phoenix Systems will provide and install all wire for the Access Control System Card Reader Additions. Conduit raceways for all Access Control system wire will be furnished and installed by others.

Equipment

1. (1) S2 NetNode 2 Reader Wall Mount
2. (2) S2-ACM Access Control Blades
3. (1) S2-Output Blades
4. (4) HID Card Readers

5. (4) Relays
6. (1) Altronix Power Supplies
7. (Lot) Power Wire, & Data Wire
8. (Lot) Installation, Programming, Testing and Training

Work Included in This Proposal

1. Complete installation as noted
2. One year warranty on all equipment and labor
3. Taxes, electrical permits and freight
4. All work performed during normal business hours Monday to Friday by IBEW Local 134 technicians
5. Training on the operations of the S2 Access Control software

Work Not Included in This Proposal

1. Patching and painting are to be furnished by others
2. 110-volt hardwired 20-amp dedicated circuits to be furnished and installed by others at all points designated by Phoenix Systems
3. A Network Connection at S2 NetNode for Elevators by West Chicago H.S.
4. Fees related to the work of the building's fire alarm contractor are not included in the pricing shown later in this proposal
5. Conduit raceways for all security wiring will be provided by others
6. Access Cards provided by others
7. Return trips for future programming of cards can be done at a later date on a T&M basis

Terms and Conditions

1. This proposal is valid for a period of thirty days
2. Invoices will be issued on a monthly basis for engineering work completed, installation labor expended and material stored at our warehouse or on the job site
3. Invoices are Net 30 days. Failure to receive payment may result in a delay of job progress

Pricing

The price for the installation of Access Control Equipment, at the Community High School District 94 as described above, is Ten Thousand and Forty-Nine Dollars and No: **\$10,049.00**

Thank you again for the opportunity to present this proposal to you. If I can be of any further assistance, please do not hesitate to contact me. I look forward to hearing from you soon, and to working with you on this project.

Sincerely,

Will L. Singleton
Account Executive
Direct Office # 630-480-8602
Fax # 630-653-7529
Cell # 630-234-6188
wsingleton@phx-sys.com
Acceptance of Project Proposal

Your signature below authorizes **Phoenix Systems & Service, Inc.** to proceed with this project and indicates your acceptance of the proposal including its terms and conditions. Please fax back to our office at 630-653-7529.

Accepted By: _____

Title: _____

Date: _____



DATE: 05/10/2018

TO:
Community High School
326 Joliet Street
West Chicago, IL 60185

FROM:
Otis Elevator Company
949 Oak Creek Drive
Lombard, IL 60148

Allison Biskup
Phone: (630) 889-2823
Fax: (860) 998-8582

EQUIPMENT LOCATION:
Community High School #94
326 Joliet Street
West Chicago, IL 60185

PROPOSAL NUMBER: kab180510092320

MACHINE NUMBER(S) : 262188, Z21196

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

Card Reader Install

Otis proposes to help with card reader assistance and installing keypad next to button. Building will provide card reader and OTIS to work with them to make sure they interface correctly. Otis will replace the existing key switches with hall buttons as currently they are all key switches

PRICE: \$ 18,322.02
Eighteen thousand three hundred twenty-two dollars and two cents

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 18,322.02. This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Allison Biskup
Title: Account Manager
E-mail: allison.biskup@otis.com

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Prescott Slee

Title: _____

Title: General Manager

E-mail: _____

Name of Company - _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

COMMUNITY HIGH SCHOOL District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: Raptor Emergency Management Software
DATE: June 19, 2018

We currently use Raptor as our Visitor Management System and are extremely satisfied with that product. After the bomb threat on May 2, 2018, it became apparent that we needed a better system to manage emergencies such as that. Raptor Emergency Management System combines accepted best practices with mobile technology to provide Emergency Managers with a comprehensive solution.

Raptor calls the product Raptor Reunification. And includes the following:

- Mobile Application Technology

- Integrated SIS Student Roster Data

- Real-Time Incident Management

- Streamlined Reunification (parent reunification, mobile guardian validation, student release tracking)

- Mobile Access To Emergency Plans (including facility maps and emergency operating procedures)

- Detailed Incident Reporting

Annual Cost:

- 18/19 -- \$3,010 (implementation, training, software)

- 19/20 -- \$760

Opportunity Owner Adam Frillman
 Quote Number 201806-20406
 Created Date 6/7/2018
 Expiration Date 7/31/2018

Account Name Community High School District 94

Billing Address 326 Joliet St.
 West Chicago, IL 60185
 United States

Product	Product Description	Sales Price	Quantity	Subtotal	Total Price
Emergency Management Implementation & Training	Implementation and Training for Emergency Management	\$7,500.00	1.00	\$7,500.00	\$2,250.00
Emergency Management Annual Access Fee	One (1) year Emergency Management Annual Software Access Fee (per location). Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included.	\$1,000.00	1.00	\$1,000.00	\$1,000.00
Current Customer Discount	Discount for existing subscription to Raptor Visitor Management.	(\$240.00)	1.00	(\$240.00)	(\$240.00)

Subtotal \$8,260.00
 Grand Total \$3,010.00

SUBMIT PURCHASE ORDERS:

To purchase, send PO to orders@raptortech.com or fax to 713-880-2577.

ORDER EQUIPMENT/SUPPLIES:

To order equipment and supplies with a credit card, visit www.shop.raptortech.com or submit PO to orders@raptortech.com or fax to 713-880-2577.

RENEW:

Email renew@raptortech.com with your purchase order, or email and request your renewal invoice.

REMIT CHECK PAYMENTS TO:

Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458

For any other questions, email accounting@raptortech.com

TERMS AND CONDITIONS:

1. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
3. All purchases from Raptor are subject to terms and conditions of the Raptor Subscription Agreement, which can be found at www.raptortech.com/Agreement.html

COMMUNITY HIGH SCHOOL DISTRICT 94

RESOLUTION DESIGNATING INTEREST EARNINGS IN FISCAL YEAR 2017 – 2018 AND PRIOR YEARS FOR FISCAL YEAR 2018 - 2019

WHEREAS, by regulation (23 Ill. Administrative Code 100.50(a)(4)), the Illinois State Board of Education specifies that, unless a statute or school board resolution provides otherwise, interest earnings on school district funds shall be added to and become part of principal as of June 30 of each fiscal year;

WHEREAS, this Board wishes to retain the option of later transferring some or all the interest earned during this fiscal year and previous fiscal years under Section 10-22.44 of the School Code (105 ILCS 5/10-22.44) or Section 9 of the Local Government Debt Reform Act (30 ILCS 350/9);

NOW, THEREFORE, Be It Resolved by the Board of Education of Community High School District No. 94, DuPage County, Illinois, as follows:

1. All interest earned in each fund of this School District during the current fiscal year is hereby designated as interest and not as the principal balance in that fund for the fiscal year beginning July 1, 2018, and is subject to being transferred as interest to the extent permitted by law.

2. All interest earned in each fund of this School District during any prior fiscal year and retained in the School District fund for which it accrued is hereby designated as interest and not as part of the principal balance in that fund for the fiscal year beginning July 1, 2018, and is subject to being transferred as interest to the extent permitted by law.

3. The School District Treasurer is directed to maintain a record of the total of all interest earnings so designated for each School District fund as of July 1, 2018, and to provide a report of that record to the Board.

4. This resolution shall take effect upon its adoption.

BOARD OF EDUCATION
COMMUNITY HIGH SCHOOL DISTRICT NO. 94,
DU PAGE COUNTY, ILLNOIS

By: _____
President

Attest: _____
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community High School District No. 94, DuPage County, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete copy of a resolution entitled:

**RESOLUTION
DESIGNATING INTEREST EARNINGS
IN FISCAL YEAR 2017 – 2018 AND PRIOR YEARS
FOR FISCAL YEAR 2018 - 2019**

as adopted by the Board at its meeting held on the ____ day of June, 2018.

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of _____, 2018.

Secretary, Board of Education

**MEMORANDUM OF UNDERSTANDING
STARS SUMMER SCHOOL INSTRUCTOR PAY**

This Memorandum of Understanding (“MOU”) between the Board of Education of Community High School District 94, DuPage County (“Board”), and the West Chicago High School Teachers Association, Inc. (“WCHSTA”) is effective June 1, 2018 and shall be subject to the terms and provisions of the parties’ 2017-2021 Contractual Agreement (the “Collective Bargaining Agreement” or “CBA”). This MOU memorializes the formula for determining instructor pay for the STARS summer school program that has been used since at least 2013. The parties agree that this formula will be used for the duration of the 2017-21 CBA.

Formula for Determining Instructor Pay for STARS Summer School

1. Determine number of hours paid to a teacher for a general education summer school course during the same summer:

Example: For Summer 2018, general education summer school courses met for 12 days, 5 hours per day = 60 hours

2. Multiply the hours determined using paragraph 1 by the negotiated summer school teaching rate set forth in Article 8.F. of the CBA:

Example: 60 hours x \$38.00 (2018 summer school teaching rate) = \$2,280

3. For the first 40 enrollments (1 student for 1 semester course) in STARS summer school, the instructor will be paid the amount determined using paragraph 2 for a one-semester session.
4. For enrollments 41 – 80 in STARS summer school, the instructor will be paid the amount determined using paragraph 2 for a second one-semester session.
5. As there are only two summer school sessions for general education students and instructors, for each enrollment in STARS summer school after the initial 80, the instructor will be paid the amount determined using paragraph 2 divided by 40 students.

Example: $\$2,280/40 = \57.00

6. STARS summer school instructors shall not receive any paid preparation time.
7. Overall examples of the application of this formula are as follows:

65 students
First 40 students = \$2,280.00
Students 41 – 65 (25 students) \$2,280.00

Total Instructor Pay = \$4,560.00

90 students

First 40 students = \$2,280.00

Students 41 – 80 = \$2,280.00

Students 81 – 90 (10 students) = \$ 570.00

Total Instructor Pay = \$5,130.00

This MOU has been duly approved by each of the parties and has been executed by authorized representatives of the WCHSTA and the Board.

BOARD OF EDUCATION OF COMMUNITY
HIGH SCHOOL DISTRICT 94, DUPAGE
COUNTY

WEST CHICAGO HIGH SCHOOL
TEACHERS ASSOCIATION, INC.

BY: _____
President

BY: 
President

Date: _____

Date: 5/25/2018

**MEMORANDUM OF UNDERSTANDING
RETIREMENT INCENTIVE CREDITABLE EARNINGS;
OVERLOAD ASSIGNMENTS**

This Memorandum of Understanding (“MOU”) between the Board of Education of Community High School District 94, DuPage County (“Board”), and the West Chicago High School Teachers Association, Inc. (“WCHSTA”) is effective June 1, 2018 and shall be subject to the terms and provisions of the parties’ 2017-2021 Contractual Agreement (the “Collective Bargaining Agreement” or “CBA”). This MOU clarifies the determination of a teacher’s creditable earnings under Article 18 of the CBA, as well as a Member of the Bargaining Unit’s eligibility for an overload assignment. The terms of the MOU are as follows:

1. “Creditable earnings” as set forth in Article 18.A.3 of the CBA for the Base Year of a member of the bargaining unit who participates in the Teacher Retirement System Plan set forth in Article 18 of the CBA shall not include compensation received by a member of the bargaining unit for an overload assignment as defined in Article 6.H of the CBA (“overload assignment”).
2. The District shall not be required to offer an overload assignment to a member of the bargaining unit who has given his or her irrevocable notice of retirement pursuant to Article 18 of the CBA.

This MOU has been duly approved by each of the parties and has been executed by authorized representatives of the WCHSTA and the Board.

BOARD OF EDUCATION OF COMMUNITY
HIGH SCHOOL DISTRICT 94, DUPAGE
COUNTY

WEST CHICAGO HIGH SCHOOL
TEACHERS ASSOCIATION, INC.

BY: _____
President

BY: 
President

Date: _____

Date: 5/25/2018

MEMORANDUM OF UNDERSTANDING STAFF DEVELOPMENT TEACHING

This Memorandum of Understanding (“MOU”) between the Board of Education of Community High School District 94, DuPage County (“Board”), and the West Chicago High School Teachers Association, Inc. (“WCHSTA”) is effective June 1, 2018 and shall be subject to the terms and provisions of the parties’ 2017-2021 Contractual Agreement (the “Collective Bargaining Agreement” or “CBA”). This MOU defines and clarifies when a Member of the Bargaining Unit will be paid for staff development teaching pursuant to Article 8.G of the CBA (“Article 8.G”). The terms of the MOU are as follows:

1. Staff development teaching done outside the normal work day or year (i.e., before or after work hours, weekends, or breaks) will be paid at the rate defined in Article 8.G. A member of the bargaining unit’s “normal work day” and “normal work year” shall be as determined pursuant to the CBA.
2. During the normal work day, pay as defined in Article 8.G will only be granted to a member of the bargaining unit for staff development teaching that is:
 - A. delivered to persons outside of the division to which the member is assigned;
 - B. done at the request of the Administration;
 - C. done on an institute day, staff development day, late start day, or ½ day school improvement day.

“Staff development teaching” means, at a minimum, a lesson or presentation to other members of the bargaining unit or adults of at least 45 minutes for which there is a defined objective or objectives, a coherent lesson plan or agenda, and some form of materials, PowerPoint, or slide deck is provided.

Members of the bargaining unit who request to deliver staff development teaching will not be paid pursuant to Article 8.G for such staff development teaching. If the Staff Development committee asks for proposals or presenters, and the Administration engages a member of the bargaining unit to do staff development teaching based on that solicitation, such staff development teaching will be considered as being done at the request of the Administration, and the member will be paid pursuant to Article 8.G for such staff development teaching.

3. Members of the bargaining unit who serve the whole school (e.g., Nurse, Counselor, Social Worker, Psychologist, LRC, etc.) will not be paid pursuant to Article 8.G for staff development teaching done at the request of the Administration on a topic that is within the normal scope of their job duties. For example, the Administration requests that the School Psychologist or Social Worker do staff development teaching on the impact of trauma on student learning; this is considered staff development teaching within his or her discipline for which he or she would not be paid pursuant to Article 8.G. If members of the bargaining unit who serve the whole school are asked to perform staff development teaching that they or the Administration believe is "above

and beyond" their regular job duties either party may request in advance that the staff development teaching be considered for pay under Article 8G. Such request is to be made in writing to the Assistant Principal for Teaching and Learning with reasons to support the request and the response will also be provided in writing

4. Notwithstanding anything in this MOU to the contrary, members of the bargaining unit who are sent by the District to obtain training with the purpose of "bringing the training back to the staff" (i.e., doing staff development teaching regarding the training received) will not be paid pursuant to Article 8.G for such staff development teaching. For example, a member of the bargaining unit who is sent by the District for CRISS certification provides staff development teaching regarding the training obtained through that certification; the member would not be paid for such staff development teaching pursuant to Article 8.G.

This MOU has been duly approved by each of the parties and has been executed by authorized representatives of the WCHSTA and the Board.

BOARD OF EDUCATION OF COMMUNITY
HIGH SCHOOL DISTRICT 94, DUPAGE
COUNTY

BY: _____
President

Date: _____

WEST CHICAGO HIGH SCHOOL
TEACHERS ASSOCIATION, INC.

BY: 
President

Date: 5/25/2018

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community High School District 94, DuPage County, Illinois, and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing is a full, true, and complete copy of the Resolution relating to the Prevailing Wage Act adopted by the Board of Education of Community High School District 94, on June 19, 2018.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 19th day of June, 2018.

Renee Yackey, Secretary
Board of Education
Community High School District 94
West Chicago, DuPage County, Illinois

CHS D94

Community High School District 94

*Serving Carol Stream
Warrenville
West Chicago
Wheaton
Winfield*

Douglas P. Domeracki, Ed. D.
Superintendent

David A. Blatchley
Director of Business Services

Gordon H. Cole
Director of Building Operations

Cheryl L. Moore
Director of Human Resources

District Administrative Center

157 W. Washington Street
West Chicago, IL, 60185

Phone: (630) 876-6200

Fax: (630) 876-6217

www.d94.org

June 20, 2018

E CERTIFIED – E RETURN RECEIPT

Director, Illinois Department of Labor
Conciliation and Mediation Division
900 S. Spring Street
Springfield, IL 62701-1217

Dear Sir or Madam:

At its regularly scheduled Board of Education meeting held on June 19, 2018, the attached Prevailing Wage Resolution was acted upon.

Sincerely,

David Blatchley
Director of Business Services

DB/cg
Enclosure

**NOTICE OF ADOPTION
OF
PREVAILING WAGE RESOLUTION**

PLEASE TAKE NOTICE that the Board of Education of Community High School District 94 has adopted a schedule of Prevailing Wages for workers and mechanics employed on public works projects to be constructed by the school district. Any interested party may review and copy the Resolution at the administrative offices of Community High School District 94, 157 W. Washington Street, West Chicago, Illinois, between 8:30 a.m. and 4:00 p.m. of each business day.

Gary R. Saake, President
Board of Education
Community High School District 94
West Chicago, DuPage County, Illinois

**A RESOLUTION OF THE BOARD OF EDUCATION FOR
COMMUNITY HIGH SCHOOL DISTRICT 94
DuPAGE COUNTY, ILLINOIS
ASCERTAINING THE PREVAILING RATE OF WAGE
FOR LABORERS, WORKERS, AND MECHANICS EMPLOYED
ON PUBLIC WORKS OF SAID SCHOOL DISTRICT**

WHEREAS, the State of Illinois has enacted “An ACT regulating wages of laborers, mechanics, and other workers employed by any public works by the State, county, city, or any public body of any political subdivision or by any one under contract for public works”, approved June 26, 1941 codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par 39s-1 et seq. (1993), and

WHEREAS, the aforesaid ACT requires that the Board of Education of Community High School District 94 investigate and ascertain the prevailing rate of wages as defined in said ACT for laborers, mechanics and other workers in the locality of said school district employed in performing construction of public works for said school district.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 94:

Section 1: To the extent and as required by “An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this school district is hereby ascertained to be the DuPage county area as determined by the Department of Labor of the State of Illinois as of June 1, 2014, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department’s June determination and apply to any and all public works construction undertaken by this school district. The definition of any terms appearing in this resolution which are also used in the aforesaid ACT shall be the same as in said ACT. As required by said ACT, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department’s June determination and apply to any and all public works construction undertaken by the Board of Education of Community High School District 94.

Section 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this school district to the extent required by the aforesaid ACT.

Section 3: The Secretary of the Board of Education of Community High School District 94 shall publicly post or keep available for inspection by any interested party in the administrative office of this school district this determination of any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 4: The Secretary of the Board of Education of Community High School District 94 shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5: The Board of Education of Community High School District 94 shall promptly file a certified copy of this resolution with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 6: The Board of Education of Community High School District 94 shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED: this 19th day of June, 2018

AYES: _____ NAYS: _____ PASS: _____ ABSENT: _____.

Gary R. Saake, President
Board of Education
Community High School District 94
DuPage County, West Chicago, Illinois

ATTEST:

Renee Yackey, Secretary
Board of Education
Community High School District 94
DuPage County, West Chicago, Illinois

*Serving Carol Stream
Warrenville
West Chicago
Wheaton
Winfield*

Douglas P. Domeracki, Ed. D.
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157 W. Washington Street
West Chicago, IL, 60185

Phone: (630) 876-6200

Fax: (630) 876-6217

www.d94.org

June 20, 2018

E CERTIFIED – E RETURN RECEIPT

Secretary of State
State of Illinois
Index Department
111 East Monroe
Springfield, IL 62756

Dear Secretary of State White:

At its regularly scheduled Board of Education meeting held on June 19, 2018, the attached Prevailing Wage Resolution was acted upon.

Sincerely,

David Blatchley
Director of Business Services

DB/cg
Enclosure

Cc: Director, Illinois Department of Labor
Conciliation and Mediation Division
One West Old State Capitol Plaza
Room 300
Springfield, IL 62701-1217

**Prevailing Wage rates for
DuPage County effective
Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHR	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		33.38	36.18	1.5	1.5	2	12.35	19.21	1.45	0.61
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50

LATHER	ALL	ALL	46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD	47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL	33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD	44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL	31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL	36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL	46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
OPERATING ENGINEER	ALL	BLD	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	E	ALL	46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	W	ALL	45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL	44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD	37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL	46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD	47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD	42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD	49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28

ROOFER	ALL	BLD	42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD	45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD	47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL	42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL	45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD	45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD	40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD	44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD	45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY	33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD	44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Placer; Concrete Pump (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater-Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoists; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".