



LINCOLNSHIRE – PRAIRIE VIEW SCHOOL DISTRICT 103

1370 N. Riverwoods Road • Lincolnshire, Illinois 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

COMMITTEE OF THE WHOLE AGENDA

FEBRUARY 4, 2014

The Committee of the Whole Meeting of the Board of Education of Lincolnshire-Prairie View School District 103 will be held on Tuesday, February 4, 2014 at 7:00 PM in the Learning Center of Daniel Wright Junior High School, 1370 N. Riverwoods Road, Lincolnshire, Illinois.

A. Call to Order and Roll Call

Time: Estimated time for meeting: 1 Hour 45 Minutes

B. Pledge of Allegiance

C. Community Participation

D. Consent Agenda

Time: 5 Minutes

1. Approval of Assessment and Planning Services with Wight & Company 2

E. Discussion Items

Time: 1 Hour

1. Fiscal Year 2015 Capital Projects Update 41
2. Draft School Calendar 2014-2015 42
3. Transportation Survey Results 45
4. ELM Survey Results 58
5. Student Services Survey Results 64
6. Draft Staffing Plans 71
7. School Fees 74

F. Board Comments

Time: 10 Minutes

1. Topics for future Committee of the Whole discussions

G. Community Participation

H. Executive Session

Time: 30 Minutes

I. Adjournment



Lincolnshire-Prairie View School District 103

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MEMO

To: Board of Education
From: Dan Stanley
CC: Dr. Scott Warren
Date: February 4, 2014
Re: Master Planning Agreement with Wight & Co.

Wight & Co. is the architectural firm that administration is recommending to the Board as our Architect of Record. There was an extensive RFQ process in which 15 firms submitted proposals. 5 of those 15 firms were interviewed and the list was shorted to a final 3 firms. We had difficulty choosing among the 3 firms because they are all top-notch firms that give excellence and do excellent work. In the end, we agreed that Wight & Co. would be the best fit for our school district. Each team member assigned to our district has over 20 years' experience in the industry and almost all of them have advanced degrees in architecture. One of their team members is a graduate of Lincolnshire-Prairie View School District 103! Included is a two-page introduction of their team and some of their services.

Included for your review is the final Master Planning Agreement with Wight & Co. This is the agreement that will cover the master planning we are seeking to do. The cost of services will be \$41,000 with an additional \$3,000 for reimbursable expenses. The budget provided \$50,000 for these services. **We are recommending the Board approve the Master Planning Agreement with Wight & Co.**

Also included are two general documents that will serve as the basis for our services with Wight & Co. going forward: The General Agreement and the AIA Document. These are not required to have board approval. Instead, when a specific project is performed, the Board approves each project.



Wight & Company

wightco.com

2500 North Frontage Road

Darien, IL 60561

P 630.969.7000

F 630.969.7979

January 9, 2014

Mr. Dan Stanley
Assistant Superintendent for Business
Lincolnshire-Prairie View School District 103
1370 N. Riverwoods Road
Lincolnshire, IL 60069

Re: ASSESSMENT AND PLANNING SERVICES

Dear Mr. Stanley:

Thank you for selecting Wight & Company (Wight) to assist Lincolnshire-Prairie View School District 103 (District) with future assessment and planning needs. We are excited about the opportunity to work with your team and are pleased to submit this initial outline scope of services. Our fee proposal is presented in four parts:

- **UNDERSTANDING**
- **SCOPE OF SERVICES**
- **SCHEDULE**
- **COMPENSATION**

UNDERSTANDING

Based on the information provided in the Request for Qualifications and discussions leading up to our interview presentation on September 27, 2013 we understand that the District is interested in developing a district-wide long range Master Plan. There is also interest in exploring how the assessment and planning services can be integrated, or complimentary to, a separate community engagement initiative that will focus on an update of the District's strategic vision.

SCOPE OF SERVICES

Wight will provide customized assessment and planning services as generally presented on our Master Planning Approach page from our August 23, 2013 submittal to the District. This process will leverage existing information regarding the physical condition needs of the schools and add additional assessment observations regarding educational alignment, space constraints and future enrollment adjustments. Wight will supplement the physical condition needs by providing an assessment of the civil/site conditions and constraints that were not covered in District's prior study.

The process will commence with **Phase 1 Start-Up** which will provide structure to the study, develop good project fundamentals, gather critical facility data and begin planning a Visioning/Kick-off workshop. It is understood that the District has recently completed a Physical Condition Assessment of the schools and that our assessment work should focus on the Educational Alignment side of the equation.

In addition to completing the civil/site conditions assessment the **Phase 2 Assessment** phase will approach the Educational Alignment Study starting with a Visioning/Kick-off workshop with a select group of approximately 15-25 district leaders, building administrators and key instructional staff assembled by the District. This half-day session, facilitated by Wight, will allow the team to communicate the directions, plans and goals from a curriculum and teaching/learning perspective. From this session Wight will develop a customized educational alignment process to assess the buildings in consideration of the discussions and outcomes from the Visioning/Kick-off workshop.

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wightco.com
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During the walkthrough/observations of the schools (completed in conjunction with the school principal and a few selected educators) we'll also review what Wight understands to be fundamental good practices in the design of schools to support 21st century teaching and learning. Generally, we will conduct the Educational Alignment Study to measure the effectiveness of the buildings and sites to support current educational programs, the quality of the learning environments for students, and the ability of the physical structures to support recognized best practices for 21st Century teaching and learning – all in coordination with the District's vision.

In conjunction with this study we will develop a Capacity/Utilization analysis to compare current space challenges with future enrollment/demographic trends (to be provided by the District) and possible new programs that will need to be considered. We will conclude Phase 2 Assessment with presentation of our findings to the District and/or Board of Education, weaving in the District's Physical Condition of the buildings, for review and acceptance prior to development of a district-wide long range Master Plan.

Following Board Acceptance of the Assessment Findings we will move into **Phase 3 Planning**. During this Phase, and prior to the District's implementation of a Community Engagement Process, we will generate a draft Master Plan for District consideration and preliminary budgeting. The draft Plan will provide a 'big picture' look across District-wide issues and a more focused look at campus level issues to create a Site/Facility Master Plan.

In the fall, as the District implements a Community Engagement Process, we will participate in the facility portion of the sessions. Our role would be to assist in presenting the findings of the assessments and the draft Master Plan, generate awareness of the facility conditions, and solicit input/feedback on the draft Master Plan. After those sessions we will consider the feedback in developing the final Master Plan document. The resulting final Master Plan document will summarize the needs, indicate the general scope/packaging scenarios anticipated for future work, delineate concept level improvements for each school, provide an overall timeline for sequencing of improvements, and provide an order-of-magnitude budget for future financial resources required. We understand that the Community Engagement Process may address other areas of District operations that will be necessary to update the District's strategic vision (Vision 2020).

SCHEDULE

The currently anticipated timeline contemplates the Educational Alignment Study and planning process occurring over a 26 week period from mid-January 2014 through June 2014. The initial **Phase 1 Start-Up** activities would take place in late January and February and the Visioning/Kick-Off workshop in late February. We understand that the District would like to target a Board of Education Meeting in March or April 2014 for completion of **Phase 2 Assessment** and presentation of our findings. We will plan/target a follow up to that with a draft Master Plan in approximately April or May as the Board of Education considers budget planning for the following school year. Our ability to meet these schedule targets is somewhat contingent on the findings, but we'll work with you on the timing as we get closer. The Community Engagement Process outlined above, and finalization of the Master Plan following community review and input, would likely occur in the fall of the 2014-2015 school year.

COMPENSATION

We propose to provide the professional services described above (including participation in the facility portions of the Community Engagement Process) for a fixed fee amount of \$41,000 (Forty One Thousand Dollars). Invoicing will be based on effort completed to date and will be submitted at the end of the month.

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Lincolnshire-Prairie View School District 103
Educational Facility Assessment and Planning Services

Reimbursable expenses for direct costs incurred will be in addition to our professional service costs. Any direct costs will be invoiced at 1.05 times the direct cost incurred. For the type of work being included we anticipate the likely direct costs to include transportation related expenses, outside printing services for graphics, and reproduction of final deliverables or display boards. We recommend that \$3,000 (Three Thousand Dollars) be budgeted for potential direct costs.

Thank you for the opportunity to submit this fee proposal to assist you with this exciting project. We look forward to a successful process and the opportunity to have a long-term relationship with Lincolnshire-Prairie View School District 103.

Sincerely,

WIGHT & COMPANY



Richard A. Carlson, AIA, LEED AP
President
Architecture & Engineering



Bradley A. Paulsen, AIA
Vice President
Practice Leader, PK-12 Education

Accepted on behalf of Lincolnshire-Prairie View School District 103

Signature

Title

Date

By executing this document Lincolnshire-Prairie View School District 103 acknowledges that this information is proprietary to Wight & Company and must remain confidential to the fullest extent permitted under the law.



Wight & Company
 wightco.com

 2500 North Frontage Road
 Darien, IL 60561

 P 630.969.7000
 F 630.969.7979

February 4, 2014

Mr. Dan Stanley
 Assistant Superintendent for Business
 Lincolnshire-Prairie View School District 103
 1370 N. Riverwoods Road
 Lincolnshire, IL 60069

**RE: GENERAL AGREEMENT FOR PROFESSIONAL FEES
 EXHIBIT TO THE MASTER DISTRICT ARCHITECT AGREEMENT DATED FEBRUARY 4, 2014
 BETWEEN LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 AND WIGHT & COMPANY**

Dear Mr. Stanley:

Wight & Company (Wight) is pleased to submit this fee structure outline for future projects with Lincolnshire-Prairie View School District 103 (District). This outline is presented in three parts:

- **UNDERSTANDING OF INTENT**
- **SCOPE OF SERVICES**
- **FEE STRUCTURE**

UNDERSTANDING OF INTENT

It is our understanding that the District intends to enter into future agreement(s) with Wight to provide various design and consulting services for projects that may include health/life safety work, repair work, additions, remodeling/renovation, new school construction or general consulting services performed within the District.

SCOPE OF SERVICES

Under a Master District Architect Agreement arrangement Wight proposes to perform the required professional services using the fee structure outlined within this Exhibit. Wight will provide the full scope of professional services necessary to fulfill the project requirements, either through in-house resources or through partnering with outside consultants. For each project a Project Identification Document will be developed that describes the project understanding, required scope of services, anticipated schedule and compensation.

The fee structure described below is for Basic Services as defined in the Master District Architect Agreement dated February 4, 2014 (AIA Document B101 – 2007 Standard Form of Agreement between Owner and Architect). Basic Services generally include architectural, structural, fire protection, mechanical, electrical and plumbing engineering services. Civil engineering services will also be included as part of Basic Services. Civil engineering services will include the preparation of submittals/applications for municipal and/or county permits for storm water, sewer, water main, and other similar required site infrastructure approvals. Permit submittals will be developed for the entire development as a whole, rather than in pieces or sections. Included is one permit package for each regulatory agency, and the development of revised drawings to respond to first submittal comments. Follow up clarifications and, if required, a 1st resubmittal will be included. Responding to new comments/requirements and a 2nd resubmittal shall be considered an additional service. Permit fees are the responsibility of the District and will be invoiced as a reimbursable expense.

If desired by the District for a project, registration and submittal documentation to achieve LEED Certification will also be included in these percentages. Applicable registration fees are the responsibility of the District and will be invoiced as a reimbursable expense.

Any required additional services or specialty consultants would be identified within the Project Identification Document and be outside of the fee structure percentages.

FEE STRUCTURE

The following fee structure will serve as the basis for negotiation of professional fees on an individual project basis. This fee structure applies to each individual school site/building when part of a larger capital improvement program with improvements at multiple locations. The Project Identification Document will provide either a fixed fee or percentage fee based on the Cost of the Work. After a five-year period these fee ranges may be revised as agreed upon by both parties.

Fee Schedule for Health/Life Safety Projects or Other Emergency Projects

<u>Cost of the Work</u>	<u>Fee Range</u>
Under \$2,000,000	8.50%
\$2,000,000 to less than \$3,000,000	8.25%
\$3,000,000 to less than \$4,000,000	8.00%
\$4,000,000 to less than \$5,000,000	7.75%
\$5,000,000 to less than \$7,000,000	7.50%
\$7,000,000 to less than \$9,000,000	7.25%
\$9,000,000 or more	negotiated fixed fee not more than 7.0%

Fee Schedule for Additions, Remodeling/Renovation Projects

<u>Cost of the Work</u>	<u>Fee Range</u>
Under \$1,000,000	8.50%
\$1,000,000 to less than \$2,000,000	8.35%
\$2,000,000 to less than \$3,000,000	8.20%
\$3,000,000 to less than \$4,000,000	8.00%
\$4,000,000 to less than \$5,000,000	7.75%
\$5,000,000 to less than \$7,000,000	7.50%
\$7,000,000 to less than \$9,000,000	7.25%
\$9,000,000 or more	negotiated fixed fee not more than 7.00%

Fee Schedule for New School Construction Projects (on a green site)

<u>Cost of the Work</u>	<u>Fee Range</u>
Under \$4,000,000	8.50%
\$4,000,000 to less than \$6,000,000	8.35%
\$6,000,000 to less than \$8,000,000	8.20%
\$8,000,000 to less than \$10,000,000	8.00%
\$10,000,000 to less than \$12,000,000	7.50%
\$12,000,000 or more	negotiated fixed fee not more than 7.25%

Percentage Conversion to Fixed Fee

If it is determined to be in the best interest of both parties for a project the percentage fee may be converted to a fixed fee at a pre-determined point in the design phase. The following options are available and the selection of which option to use can be made when appropriate.

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 wightco.com

1. Convert the percentage fee to a fixed fee dollar amount determined from the final approved Design Development phase estimate (Paragraph 3.3 of the Master District Architect Agreement).
2. Determine the final fee as a percent of the final Cost of the Work with the stipulation that the final fee will be within a range of two percent above or two percent below the fee included in the final approved Design Development phase estimate. This plus/minus range provides protections for both the District and the Wight from wide variances in the Cost of the Work that may occur for various reasons.

Both options would include stipulations for additional fee to be applied to changes in the scope of the project following program confirmation by the District.

Reimbursable Expenses

The above fees are exclusive of reimbursable expenses described in Paragraph 11.8 of the Master District Architect Agreement. These will be invoiced to the District at cost plus 5%.

Planning and Consulting Services – Where appropriate fees will be negotiated on a fixed fee arrangement based on understood goals, involvement and durations of effort. Occasionally, if subsequent projects result from these services, the fees may be wholly or partially credited towards the project.

Hourly Rate Structure – For smaller or additional service efforts in which an hourly rate structure is preferred by the District, Wight’s current year standard hourly rate schedule will be used.

Sincerely,

WIGHT & COMPANY



Bradley A. Paulsen, AIA
Vice President
Practice Leader PK-12 Education



Richard A. Carlson, AIA, LEED AP BD+C
President
Architecture & Engineering

Accepted on behalf of Lincolnshire-Prairie View School District 103

Signature

Title

Date

By executing this document Lincolnshire-Prairie View School District 103 acknowledges that this information is proprietary to Wight & Company and must remain confidential to the fullest extent permitted under the law.



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of February in the year Two thousand Fourteen

(In words, indicate day, month and year.)

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

Lincolnshire-Prairie View School District 103
1370 N. Riverwoods Road
Lincolnshire, IL 60069

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

Wight & Company
2500 N. Frontage Road
Darien, IL 60561

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

As defined in a project specific proposal letter for each project.

The Owner and Architect agree as follows.
The AIA Document B101-2007 will serve as the basis for the Master Agreement for all projects between Lincolnshire-Prairie View School District 103 and Wight & Company.

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.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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:

(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.)

Wight & Company will attach to the Master Agreement an Exhibit (proposal letter) for an individual project as designated by Lincolnshire-Prairie View School District 103. The Exhibit will include all information outlined in Article 1.

§ 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:

defined in Exhibit

.2 Substantial Completion date:

defined in Exhibit

§ 1.3 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.

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. **The Architect affirms that Architect and Architect's representatives are licensed, registered professional architects and/or engineers in the State of Illinois.**

§ 2.2 The Architect warrants that it is skilled and experienced in projects of the type herein; and has the experience with designs, details, materials, procedures and methods intended for such projects. 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 written consent of the Owner's agent or designee, 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, at its own expense, the following insurance for the duration of the Master Agreement. The insurance shall cover the Architect and its employees, and the Owner, its Board members, officers, and employees shall be named as additional insureds on a primary basis on such coverages (except for professional liability and workers' compensation). All policies of insurance will be obtained from carriers licensed to do business in the State of Illinois. All policies shall contain a provision that in the event of cancellation of coverage the Owner will be given thirty (30) days written notice. The Architect will provide Owner of copies of certificate of insurance and policy riders identifying the coverages required by this Agreement, as well as the Owner's status as an additional insured as the District's interests may appear. (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 per occurrence/\$2,000,000 general aggregate.

.2 Automobile Liability

\$1,000,000 combined single limit

.3 Workers' Compensation

Statutory limits

.4 Professional Liability

\$5,000,000 per claim

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 civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services unless otherwise defined in any project Authorization.

§ 3.1.1 The Architect shall manage the Architect's services; consult with the Owner; research applicable design criteria; attend, and when appropriate, conduct Project meetings, prepare and distribute Project meeting agendas and minutes; 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 which would be reasonably discovered in the exercise of professional skill and care. The Architect shall examine (including a

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User Notes:

non-invasive visual examination) existing site conditions to the extent necessary for preparation of complete and accurate instruments of service.

§ 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 for approval of submissions by authorities having jurisdiction over the Project. 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 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 written 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. 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 written approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's written 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 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, 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 in writing of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written 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 and approve in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the 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 in writing 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 the Owner consents in writing to the 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 as modified in the bidding documents.

§ 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 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 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. The Architect shall be required to make on-site observations to become familiar with the progress and quality of the work completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner 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 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.

§ 3.6.2.3 The Architect shall interpret and make recommendations to the Owner regarding 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 recommendations 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.

§ 3.6.2.5 The Architect shall render initial written recommendations 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.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) reviewed construction means, methods, techniques, sequences or procedures (2) 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 (3) 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.

§ 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 and shall forward copies of approved submittals to Owner, as required in an electronic format.

§ 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 provided the changes are included in the Project Record Documents. 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.

§ 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 complies with the requirements of the Contract Documents and provide electronic copies of those 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, no later than the time the Architect issues the final certificate for payment.

§ 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.)

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 Building Environmental design		
§ 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.

Additional Services will be included in the attached Exhibit detailing scope of services for basic services & additional services.

§ 4.3 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;

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- .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
- .5. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7

(Paragraphs deleted)

- 7. Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.8. Providing Services to perform forensic investigation of existing conditions or facilities, to investigate beyond the boundaries of the renovations included in the Agreement, or to make measured drawings of spaces beyond the planned renovation/remodeling scope, or creating base drawings of the existing buildings from Owner provided paper blueprints.

.9. Field verification for accuracy of drawings furnished by the District, making measured drawings of spaces beyond the planned renovation/remodeling scope, or creating electronic base drawings of the existing buildings from owner provided blueprints.

.10. The Owner shall provide necessary design criteria, functional requirements and internal standards for voice, video and data technology, and other related low voltage systems equipment that will be required in the work. These criteria will be the basis for the development of design documents.

.11 Preparation for, and attendance at, meetings with authorities having jurisdiction for zoning, stormwater or utility changes or approvals.

§ 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 in writing:

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 2 (two) visits to the site per week (on average) by the Architect over the duration of the Project during construction
- .3 2 (two) 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 1 (one) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement for any Project added hereto by Exhibit executed by both parties have not been completed within 9 (Nine) months of the date of substantial completion through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. If it is

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determined that the fault lies on the Contractor, compensation to the Architect becomes the Contractor's responsibility, and language charging the Contractor for such compensation shall be included in the Architect's Construction Documents.

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 may establish and 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 may 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.

§ 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, as necessary for the Project.

§ 5.6 If necessary 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 in writing 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 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 but the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation,

inspection or investigation. The Owner, however, shall promptly notify the Architect of any direct communications with Architect's consultants 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. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in Work during construction. The Cost of the Work does not include the compensation of the Architect or the Architect's consultants, the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

§ 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.

§ 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 written 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 and Architects consultants, 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.

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§ 6.8 If the Owner discovers errors/omissions on the part of the Architect or the Architect's consultants beyond the professional skill and care defined in Section 2.2 and if it is determined that a credit adjustment is required in the Architect's compensation, the credit will be a negotiated amount plus Fifteen Percent (15%).

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1

§ 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 reproduce, and distribute the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, repairing 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 as to any Project that has not reached substantial completion. Upon completion of projects, digital copies of documents and plans will be provided to the Owner.

§ 7.3.1

§ 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 the 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 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 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 Illinois law.

(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)

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 if not cured within ten (10) days after the Architect's

delivery of written notice to the Owner 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 ten (10) 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 on the Project 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, either party may terminate this Agreement by giving not less than ten (10) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ten (10) 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.

§ 9.7

§ 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

(Paragraph deleted)

§10.1 This Agreement shall be governed by the laws 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, 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.

§ 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.

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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 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. The Architect shall not include the likeness of any of the Owner's students in any promotional or professional materials.

§ 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.)

See attached exhibit for compensation of basic services.

§ 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.)*

See attached exhibit for compensation of additional services.

§ 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.)*

See attached exhibit for compensation of additional services.

§ 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 _____ percent (_____ %), or as otherwise stated below:

N/A

§ 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	ten	percent (10	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	thirty	percent (30	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	thirty five	percent (35	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 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.

§ 11.6.1 If the additive alternate bids are requested by the Owner and such alternatives are not accepted and not included in the Construction Cost, the Architect shall be compensated for design work completed. The calculation fee shall be the Basic Services fee percentage of the alternate bid price, less the percentage allocated to the Construction Phase.

§ 11.6.2 If the deductive alternate bids are requested by the Owner and such alternatives are not accepted and not included in the Construction Costs, the Architect shall be compensated for the design work complete. The calculation of the fee shall be the Basic Services fee percentage of the alternate bid price, less the percentage allocated to the Construction phase.

§ 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.)

See attached Exhibit for current hourly rates.

Employee or Category

Rate

§ 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:

- .1 Transportation at IRS mileage rates and authorized out-of-town travel shall be pre-approved in writing by the Owner.
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Electronic submittal service with conversion of contractor and subcontractor submittals, written warranties and related documents to electronic format if not provided in electronic format by the contractor or subcontractor.
- .9 Expenses incurred to convert contractor and subcontractor submittals written warranties and related documents to electronic format if not provided in an electronic format by the Contractor.

(Paragraph deleted)

§ 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 N/A (\$ N/A) 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)

The Owner shall pay for the Architect's services on a monthly basis in proportion to the services performed. In order for an invoice to be considered by the Owner for payment, the Architect must submit the invoice no later than the 28th

Init.

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day of the month before the Owner's next regularly scheduled Board of Education meeting in the following month. Invoices submitted after the 28th day of the month will be considered by the Owner at its regularly scheduled Board of Education meeting in the second month following submission of the invoice." Invoices and interest on unpaid sums will be paid in accordance with the Illinois Local Government Prompt Payment Act after Owner's receipt of Architect's invoice.

§ 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

The Architect hereby agrees to indemnify and hold the Owner and its Board members, officers, agents, employees and designees (collectively, the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorney's fees, that the Indemnitees may incur for any injury or damage sustained to any person or property (including, but not limited to any one or more of the Indemnitees) but only to the extent caused by the actual negligent errors, omissions or negligent acts for which the Architect is legally liable and from any liability or penalty incurred by the Owner resulting from the Architect violating and applicable federal, State or local law, statute, ordinance, code, rule or regulation. Additionally, the Owner hereby agrees to indemnify and hold the Architect and its officers, agents, employees and consultants (collectively, the "Architectural Indemnitees") harmless from all losses, claims, liabilities, damages and expenses, including attorney's fees, that the Architectural Indemnitees may incur for any injury or damage to sustained to any person or property (including, but not limited to any one or more of the Architectural Indemnitees), but only to the extent caused by the actual negligent errors, omissions or negligent acts for which the Owner is legally liable and from any liability or penalty incurred by the Architect resulting from the Owner violating an applicable federal, State or local law, statute, ordinance, code, rule or regulation.

§ 12.2 The following documents shall be executed by the Architect and shall become part of the Agreement:

1. Certificate regarding sexual harassment policy.
2. Certificate regarding drug-free workplace.
3. Certificate regarding non-discrimination in employment because of protected categories under State and federal law.

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
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)



Init.

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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 11:35:05 on 01/23/2014.

PAGE 1

AGREEMENT made as of the Fourth day of February in the year Two thousand Fourteen

...

Lincolnshire-Prairie View School District 103
1370 N. Riverwoods Road
Lincolnshire, IL 60069

...

Wight & Company
2500 N. Frontage Road
Darien, IL 60561

...

As defined in a project specific proposal letter for each project.

...

The AIA Document B101-2007 will serve as the basis for the Master Agreement for all projects between Lincolnshire-Prairie View School District 103 and Wight & Company.

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- 1:~~

...

Wight & Company will attach to the Master Agreement an Exhibit (proposal letter) for an individual project as designated by Lincolnshire-Prairie View School District 103. The Exhibit will include all information outlined in Article 1.

...

defined in Exhibit

...

defined in Exhibit

PAGE 3

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. **The Architect affirms that Architect and Architect’s representatives are licensed, registered professional architects and/or engineers in the State of Illinois.**

§ 2.2 The Architect warrants that it is skilled and experienced in projects of the type herein; and has the experience with designs, details, materials, procedures and methods intended for such projects. 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.

...

§ 2.4 Except with the Owner’s knowledge and ~~consent,~~ written consent of the Owner’s agent or designee, 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~~ maintain, at its own expense, 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 of the Master Agreement The insurance shall cover the Architect and it’s employees, and the Owner, it’s Board members, officers, and employees shall be named as additional insureds on a primary basis on such coverages (except for professional liability and workers’ compensation). All policies of insurance will be obtained from carriers licensed to do business in the State of Illinois. All policies shall contain a provision that in the event of cancellation of coverage the Owner will be given thirty (30) days written notice The Architect will provide Owner of copies of certificate of insurance and policy riders identifying the coverages required by this Agreement, as well as the Owner’s status as an additional insured as the District’s interests may appear. (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

...

\$1,000,000 per occurrence/\$2,000,000 general aggregate.

...

\$1,000,000 combined single limit

...

Statutory limits

...

\$5,000,000 per claim

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. Services unless otherwise defined in any project Authorization.

§ 3.1.1 The Architect shall manage the Architect's ~~services, consult with the Owner, research applicable design criteria, attend Project meetings, services;~~ consult with the Owner; research applicable design criteria; attend, and when appropriate, conduct Project meetings, prepare and distribute Project meeting agendas and minutes; 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.~~ information which would be reasonably discovered in the exercise of professional skill and care. The Architect shall examine (including a non-invasive visual examination) existing site conditions to the extent necessary for preparation of complete and accurate instruments of service.

PAGE 4

§ 3.2.2 The Architect shall prepare a preliminary written 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.

...

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

§ 3.2.5 Based on the Owner's written 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.

PAGE 5

§ 3.3.1 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, 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.

...

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

...

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written 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 and approve in accordance with Section 3.6.4.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner in writing 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.

PAGE 6

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

...

§ 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.~~
Construction as modified in the bidding documents.

...

§ 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. The Architect shall be required to make on-site observations to become familiar with the progress and quality of the work completed will be in accordance with the Contract Documents.~~ 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 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~~ make recommendations to the Owner regarding 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~~ recommendations 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.~~

§ 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.~~ The Architect shall render initial written recommendations on Claims between the Owner and Contractor as provided in the Contract Documents.

PAGE 7

§ 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 procedures~~ (2) 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) ~~(3)~~ ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

PAGE 8

§ 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.~~ Documents and shall forward copies of approved submittals to Owner, as required in an electronic format.

...

§ 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.~~ Time provided the changes are included in the Project Record Documents. 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.

...

§ 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 complies with the requirements of the Contract ~~Documents.~~ Documents and provide electronic copies of those documents.

...

§ 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. ~~Documents~~, no later than the time the Architect issues the final certificate for payment.

PAGE 9

§ 4.1.7 <u>design</u>	Civil engineeringBuilding Environmental		
--------------------------	---	--	--

...

Additional Services will be included in the attached Exhibit detailing scope of services for basic services & additional services.

PAGE 10

- ~~.5~~ Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- ~~.6~~ .5. 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~~ Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ Evaluation of the qualifications of bidders or persons providing proposals;
- ~~.10~~ .7. Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- ~~.11~~ Assistance to the Initial Decision Maker, if other than the Architect.
- .8. Providing Services to perform forensic investigation of existing conditions or facilities, to investigate beyond the boundaries of the renovations included in the Agreement, or to make measured drawings of spaces beyond the planned renovation/remodeling scope, or creating base drawings of the existing buildings from Owner provided paper blueprints.
- .9. Field verification for accuracy of drawings furnished by the District, making measured drawings of spaces beyond the planned renovation/remodeling scope, or creating electronic base drawings of the existing buildings from owner provided blueprints.
- .10. The Owner shall provide necessary design criteria, functional requirements and internal standards for voice, video and data technology, and other related low voltage systems equipment that will be required in the work. These criteria will be the basis for the development of design documents.
- .11 Preparation for, and attendance at, meetings with authorities having jurisdiction for zoning, stormwater or utility changes or approvals.

...

§ 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~~ Owner in writing:

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 2 (two) visits to the site per week (on average) by the Architect over the duration of the Project during construction
- .3 2 (two) 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 1 (one) 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~~ (—for any Project added hereto by Exhibit executed by both parties have not been completed within 9 (Nine) months of the date of this Agreement, substantial completion through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. If it is determined that the fault lies on the Contractor, compensation to the Architect becomes the Contractor's responsibility, and language charging the Contractor for such compensation shall be included in the Architect's Construction Documents.

§ 5.2 The Owner ~~shall establish and periodically may establish and~~ 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~~ may 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.

...

§ 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~~ recommendations, as necessary for the Project.

§ 5.6 ~~The~~ If necessary 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 in writing 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.

...

§ 5.10 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 Documents but the Owner's~~ failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation. The Owner, however, shall promptly notify the Architect of any direct communications with Architect's consultants that may affect the Architect's services.

§ 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. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in Work during construction. The Cost of the Work does not include the compensation of ~~the Architect, the Architect or the Architect's consultants,~~ 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.

...

§ 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 written 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.

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the ~~Architect, Architect and Architects consultants,~~ 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. ~~The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

§ 6.8 If the Owner discovers errors/omissions on the part of the Architect or the Architect's consultants beyond the professional skill and care defined in Section 2.2 and if it is determined that a credit adjustment is required in the Architect's compensation , the credit will be a negotiated amount plus Fifteen Percent (15%).

~~§ 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 13

~~§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use reproduce, and distribute the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, ~~altering~~ altering, repairing 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~~ terminate as to any Project that has not reached substantial completion. Upon completion of projects, digital copies of documents and plans will be provided to the Owner.~~

~~§ 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 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.~~

~~§ 7.3.1 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 the 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 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 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. Illinois law.~~

~~§ 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.~~

§ 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 if not cured within ten (10) days after the Architect's delivery of written notice to the Owner 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-ten (10) 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 on the Project 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 either party~~ may terminate this Agreement by giving not less than seven-ten (10) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven-ten (10) 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.

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§ 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.~~

...

~~§ 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.

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

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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 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. The Architect shall not include the likeness of any of the Owner's students in any promotional or professional materials.

§ 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.~~ information, or (4) as required by law.

...

See attached exhibit for compensation of basic services.

...

See attached exhibit for compensation of additional services.

...

See attached exhibit for compensation of additional services.

...

N/A

...

Schematic Design Phase	<u>ten</u>	percent (<u>10</u>	%)
Design Development Phase	<u>twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>thirty</u>	percent (<u>30</u>	%)
Bidding or Negotiation Phase	<u>five</u>	percent (<u>5</u>	%)
Construction Phase	<u>thirty five</u>	percent (<u>35</u>	%)

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§ 11.6.1 If the additive alternate bids are requested by the Owner and such alternatives are not accepted and not included in the Construction Cost, the Architect shall be compensated for design work completed. The calculation fee shall be the Basic Services fee percentage of the alternate bid price, less the percentage allocated to the Construction Phase.

§ 11.6.2 If the deductive alternate bids are requested by the Owner and such alternatives are not accepted and not included in the Construction Costs, the Architect shall be compensated for the design work complete. The calculation of the fee shall be the Basic Services fee percentage of the alternate bid price, less the percentage allocated to the Construction phase.

...

See attached Exhibit for current hourly rates.

...

~~.1 Transportation and authorized out-of-town travel and subsistence; at IRS milage rates and authorized out-of-town travel shall be pre-approved in writing by the Owner.~~

...

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

...

~~.8 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; Electronic submittal service with conversion of contractor and subcontractor submittals, written warranties and related documents to electronic format if not provided in electronic format by the contractor or subcontractor.~~

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

~~.10 Site office expenses; and Expenses incurred to convert contractor and subcontractor submittals written warranties and related documents to electronic format if not provided in an electronic format by the Contractor.~~

~~.11 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 percent (—%) of the expenses incurred.~~

...

§ 11.10.1 An initial payment of N/A (\$ N/A) 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.)~~

~~—%—The Owner shall pay for the Architect's services on a monthly basis in proportion to the services performed. In order for an invoice to be considered by the Owner for payment, the Architect must submit the invoice no later than the 28th day of the month before the Owner's next regularly scheduled Board of Education meeting in the following month. Invoices submitted after the 28th day of the month will be considered by the Owner at its regularly scheduled Board of Education meeting in the second month following submission of the invoice." Invoices and interest on unpaid sums will be paid in accordance with the Illinois Local Government Prompt Payment Act after Owner's receipt of Architect's invoice.~~

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§ 12.1

The Architect hereby agrees to indemnify and hold the Owner and its Board members, officers, agents, employees and designees (collectively, the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorney's fees, that the Indemnitees may incur for any injury or damage sustained to any person or property (including, but not limited to any one or more of the Indemnitees) but only to the extent caused by the

actual negligent errors, omissions or negligent acts for which the Architect is legally liable and from any liability or penalty incurred by the Owner resulting from the Architect violating and applicable federal, State or local law, statute, ordinance, code, rule or regulation. Additionally, the Owner hereby agrees to indemnify and hold the Architect and its officers, agents, employees and consultants (collectively, the "Architectural Indemnitees") harmless from all losses, claims, liabilities, damages and expenses, including attorney's fees, that the Architectural Indemnitees may incur for any injury or damage to sustained to any person or property (including, but not limited to any one or more of the Architectural Indemnitees), but only to the extent caused by the actual negligent errors, omissions or negligent acts for which the Owner is legally liable and from any liability or penalty incurred by the Architect resulting from the Owner violating an applicable federal, State or local law, statute, ordinance, code, rule or regulation.

§ 12.2 The following documents shall be executed by the Architect and shall become part of the Agreement:

1. Certificate regarding sexual harassment policy.
2. Certificate regarding drug-free workplace.
3. Certificate regarding non-discrimination in employment because of protected categories under State and federal law.

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 11:35:05 on 01/23/2014 under Order No. 8894873659_1 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)



Lincolnshire-Prairie View School District 103

1370 N. Riverwoods Road • Lincolnshire, IL 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

MEMO

To: Board of Education
From: Dan Stanley, Scott Gaunky
CC: Dr. Scott Warren
Date: February 2, 2014
Re: Summer 2014 Capital Projects (FY15 Budget)

Due the Master Planning to be done in 2014, there is no major capital project on the scale of the Sprague Improvement Project anticipated. However, there are a few capital projects to be done from the Facilities Assessment, Security Assessment and current/immediate needs. At this point, there are not cost estimates. We hope to have those at the February regular board meeting.

- Replace Roof at Half Day School
- Install Lighting at West Parking Lot of Half Day School
- Replace Intercom System at Daniel Wright (part of security project)
 - We were recently award the \$50,000 Maintenance Grant from the State to offset the cost.
- Security Project aimed at Emergency Communications. Details to follow.
- Rivershire Maintenance (costs shared with Village)
 - Replace classroom flooring, casework, lighting and ceiling.
 - Replace the outside deck area.
 - Correct bathroom deficiencies.
- Reconfigure admin area to accommodate additional staff.



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: January 31, 2014
Re: Draft 2014-2015 Calendar Review

A copy of the draft 2014-2015 School Calendar that was created by the Calendar Committee is included for your review. The draft calendar was sent to the staff for input. A few points to review on the calendar include:

1. The first two days of school will be Teacher Institute Days, important time for staff to meet to begin a smooth transition to the beginning of the year.
2. The first day of student attendance will be a half-day for students and a half-day of teacher in-service. The state law allows for this scenario and the Calendar Committee felt this option would be best for student transition into school and staff training and planning for the year.
3. There will be three half-day school improvement days that will be utilized for Parent-Teacher conferences and work on district initiatives.
4. There will be four full-day Teacher Institute Days, which is the same as in 2013-2014. October 10 is the same day our consortium districts are utilizing a Teacher Institute day. Although we do not have a consortium-wide event planned at the moment, the flexibility is there in the event inter-district events are needed.
5. The total days of attendance for students is 179, including the five emergency days (which would be eliminated if not used.) The total number of days students would be in school (minus the emergency days) will be 174. Total calendar days for the year will be 185, including the five emergency days. Once the five emergency days are either utilized or eliminated if they are not used, the total calendar days for the year will be 180.

The 2014-2015 School Calendar will be presented to the Board at the February 2014 Regular Board meeting for approval.

2014-2015 Proposed Public School Calendar for Lincolnshire-Prairieview SD 103, Draft, as of 1/28/2014

Codes: X = attendance day; XHI, XHPT, XID, XDS, XHS, XHSW, XHIH, XHPH, XHSH = half attendance day; XH = holiday attendance waiver; FPT, FPTH, WFPT = full day parent teacher conference; FI, WFI, FIH = teacher inservice; PI, TI, TIH = parent/teacher institute; ED = emergency day; XED = proposed emergency day; HOL = holiday; NIA = not in attendance

Total Days of Attendance: 179 **Regular Day:** 7:50AM - 2:35PM **Instruct. Day Lgth:**

5 Hrs. 32 Mins.

July 2014							August 2014							September 2014						
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
30	1	2	3	4 HOL	5	6	28	29	30	31	1	2	3	25	26	27	28	29	30	31
7	8	9	10	11	12	13	4	5	6	7	8	9	10	1 HOL	2 X	3 X	4 X	5 X	6	7
14	15	16	17	18	19	20	11	12	13	14	15	16	17	8 X	9 X	10 X	11 X	12 X	13	14
21	22	23	24	25	26	27	18	19 TI	20 TI	21 XHI	22 X	23	24	15 X	16 X	17 X	18 X	19 X	20	21
28	29	30	31	1	2	3	25 X	26 X	27 X	28 X	29 X	30	31	22 X	23 X	24 X	25 NIA	26 X	27	28
4	5	6	7	8	9	10	1	2	3	4	5	6	7	29 X	30 X	1	2	3	4	5

July Atnd: 0 Accum: 0

Aug Atnd: 7 Accum: 7

Sept Atnd: 20 Accum: 27

October 2014							November 2014							December 2014						
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
29	30	1 X	2 X	3 X	4	5	27	28	29	30	31	1	2	24	25	26	27	28	29	30
6 X	7 X	8 X	9 X	10 TI	11	12	3 X	4 X	5 X	6 X	7 X	8	9	1 X	2 X	3 X	4 X	5 X	6	7
13 HOL	14 X	15 X	16 X	17 X	18	19	10 NIA	11 HOL	12 X	13 X	14 X	15	16	8 X	9 X	10 X	11 X	12 X	13	14
20 X	21 X	22 X	23 X	24 X	25	26	17 X	18 X	19 X	20 X	21 X	22	23	15 X	16 X	17 X	18 X	19 X	20	21
27 X	28 X	29 X	30 X	31 X	1	2	24 XHS	25 FPT	26 NIA	27 HOL	28 NIA	29	30	22 NIA	23 NIA	24 NIA	25 HOL	26 NIA	27	28
3	4	5	6	7	8	9	1	2	3	4	5	6	7	29 NIA	30 NIA	31 NIA	1	2	3	4

Oct Atnd: 21 Accum: 48

Nov Atnd: 14 Accum: 62

Dec Atnd: 15 Accum: 77

January 2015							February 2015							March 2015						
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
29	30	31	1 HOL	2 NIA	3	4	26	27	28	29	30	31	1	23	24	25	26	27	28	1
5 X	6 X	7 X	8 X	9 X	10	11	2 X	3 X	4 X	5 X	6 X	7	8	2 HOL	3 X	4 X	5 X	6 X	7	8
12 X	13 X	14 X	15 X	16 X	17	18	9 X	10 X	11 X	12 X	13 X	14	15	9 X	10 X	11 X	12 XHS	13 FPT	14	15
19 HOL	20 X	21 X	22 X	23 X	24	25	16 NIA	17 TI	18 X	19 X	20 X	21	22	16 X	17 X	18 X	19 X	20 X	21	22
26 X	27 X	28 X	29 X	30 X	31	1	23 X	24 X	25 X	26 X	27 X	28	1	23 X	24 X	25 X	26 X	27 X	28	29
2	3	4	5	6	7	8	2	3	4	5	6	7	8	30 NIA	31 NIA	1	2	3	4	5

Jan Atnd: 19 Accum: 96

Feb Atnd: 18 Accum: 114

Mar Atnd: 18 Accum: 132

April 2015							May 2015							June 2015						
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
30	31	1 NIA	2 NIA	3 NIA	4	5	27	28	29	30	1 X	2	3	25	26	27	28	29	30	31
6 X	7 X	8 X	9 X	10 X	11	12	4 X	5 X	6 X	7 X	8 X	9	10	1 X	2 X	3 X	4 XED	5 XED	6	7
13 X	14 X	15 X	16 X	17 X	18	19	11 X	12 X	13 X	14 X	15 X	16	17	8 XED	9 XED	10 XED	11	12	13	14
20 X	21 X	22 X	23 X	24 X	25	26	18 X	19 X	20 X	21 X	22 X	23	24	15	16	17	18	19	20	21
27 X	28 X	29 X	30 X	1	2	3	25 HOL	26 X	27 X	28 X	29 XHS	30	31	22	23	24	25	26	27	28
4	5	6	7	8	9	10	1	2	3	4	5	6	7	29	30	1	2	3	4	5

Apr Atnd: 19 Accum: 151

May Atnd: 20 Accum: 171

June Atnd: 8 Accum: 179

2014-2015 Lincolnshire-Prairieview SD 103 as of 1/28/2014

Calendar Legend - Totals for the Year

Calendar Code	Code Description	No. of Days	Totals
X	Pupil Attendance Day	170	
XHI	Half-Day In-service	1	
XHS	Half-Day School Improvement Program	3	
XED	Emergency Day-Proposed	5	
			Total Attendance Days: 179
FPT	Full-Day Parent/Teacher Conference	2	
TI	Teacher Institute/Workshop	4	
			Total Calendar Days: 185
HOL	Holiday	10	
NIA	Not in Attendance	18	

PT /In-Service/School Improv./Act of God/Interrupted Days/Delayed Start-Explanations

School Begin Date: School End Date:
 Regular Day: Instruct. Day Lgth:

Cal. Date	Cal. Code	Code Descr.	Student Attend.	Activity Time	Brief Explanation for Activity or School Closing
08/21/2014	XHI	Half-Day In-service	7:50AM 10:50AM	11:30AM 2:35AM	Training regarding new curriculum will be provided for staff.
11/24/2014	XHS	Half-Day School Improvement Program	7:50AM 10:50AM	2:00PM 8:00PM	Parent/Teacher conferences will occur from 2:00 - 8:00 pm for Daniel Wright Junior High and from 3:00-9:00 pm for Sprague and Half Day Elementary Schools.
11/25/2014	FPT	Full-Day Parent/Teacher Conference		7:50AM 2:35PM	Parent/Teacher conferences will occur from 2:00 - 8:00 pm for Daniel Wright Junior High and from 2:00-9:00 pm for Sprague and Half Day Elementary Schools on November 24 and from 9:00 am - 12:00 pm for all schools on November 25.
03/12/2015	XHS	Half-Day School Improvement Program	7:50AM 10:50AM	2:00PM 8:00PM	Parent/Teacher conferences will occur from 2:00 - 8:00 pm for Daniel Wright Junior High and from 2:00-9:00 pm for Sprague and Half Day Elementary Schools.
03/13/2015	FPT	Full-Day Parent/Teacher Conference		7:50AM 2:35PM	Parent/Teacher conferences will occur from 2:00 - 8:00 pm for Daniel Wright Junior High and from 2:00-9:00 pm for Sprague and Half Day Elementary Schools on March 12 and from 9:00 am - 12:00 pm for all schools on March 13.
05/29/2015	XHS	Half-Day School Improvement Program	7:50AM 10:50AM	11:30AM 2:35PM	The professional development committee has planned events for the implementation of current initiatives.



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Vicki Mattson & Scott Warren
Date: January 31, 2014
Re: Transportation Survey Results

The transportation survey conducted earlier this winter is provided for your review. Two hundred eighteen people responded to the survey, representing approximately 21% of our families. Of those respondents, approximately 93% ride the bus and most ride the bus four to five days per week. A review of the data shows the following:

1. When people contact the transportation office, almost all respondents agree or strongly agree that they are treated courteously, receive accurate information, and receive information in a reasonable amount of time.
2. Almost all respondents strongly agree or agree that their bus drivers are safe and courteous.
3. Between 86-94% of respondents strongly agree or agree that the bus stop location is reasonable and appropriate for their age children.
4. Between 83-90% of respondents strongly agree or agree that they are satisfied with their children's school bus transportation to and from school.
5. A majority, 56.1% of respondents preferred a shorter walk to the bus stop compared to 43.9% preferring a shorter ride.
6. Respondents were split evenly regarding a preference to moving stops to corner stops instead of house stops. This appeared to depend on the age of the student. The older the student, the more in favor the respondent was to move the stop to a corner.
7. The respondents were not in favor of adding routes if it cost the district more money or if a fee was imposed.
8. Respondents reported that 20-30 minutes is a reasonable maximum length of time students should ride the bus one way.
9. Most respondents at Sprague and Half Day indicated that .10 miles was a reasonable distance to walk to a bus stop and a smaller majority of respondents at Daniel Wright indicated .20 miles was reasonable.

In summary, the responses show that our current level of service is meeting the needs of our families with a responsive department, courteous and safe staff, most of our stops are house stops and not corner stops, we are not charging families for service, and most people are satisfied with the current level of service. The length of time students are on the bus is a concern that has been raised to the transportation office. A summary of the number of students who travel on buses for 20, 30 and over 40 minutes is included. Compared to the number of students who ride the buses daily, few students at Sprague ride the bus more than 40 minutes. This is due to the larger number of stops made because of the age of the students. Without adding additional routes or changing stops from house stops to corner stops, reducing the length of time students are on the bus is limited. The transportation department continually reviews routes to see how to reduce the length of time students ride the buses and will use this data to see if bus route times can be improved.

Transportation Survey



1. How are your child(ren) transported to school? (Check all that apply.)

	Driven in a car	School Bus	Walk/Bike	Rating Count
Sprague	21.0% (21)	93.0% (93)	4.0% (4)	100
Half Day	20.5% (16)	93.6% (73)	0.0% (0)	78
Daniel Wright	36.7% (47)	93.8% (120)	18.0% (23)	128
			answered question	216
			skipped question	2

46

2. If your child(ren) ride the school bus, why do you make that choice? (Check all that apply.)

	Convenience	Safety	Timeliness	Eco-friendly	Socialization	Rating Count
Sprague	92.7% (89)	46.9% (45)	54.2% (52)	24.0% (23)	42.7% (41)	96
Half Day	97.3% (72)	45.9% (34)	47.3% (35)	23.0% (17)	41.9% (31)	74
Daniel Wright	93.4% (114)	41.8% (51)	47.5% (58)	30.3% (37)	35.2% (43)	122
					Other (please specify)	9
					answered question	207
					skipped question	11

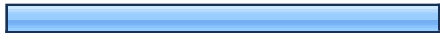




3. How frequently does your child ride the bus? (Check all that apply.)

	4-5 days per week	1-3 days per week	1-2 times per month	Only in the fall	Only in the winter	Only in the spring	Never	Rating Count
Sprague	89.9% (89)	3.0% (3)	1.0% (1)	0.0% (0)	0.0% (0)	0.0% (0)	6.1% (6)	99
Half Day	86.5% (64)	12.2% (9)	1.4% (1)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	74
Daniel Wright	71.7% (91)	20.5% (26)	2.4% (3)	0.0% (0)	4.7% (6)	0.8% (1)	3.1% (4)	127
							Other (please specify)	10
							answered question	213
							skipped question	5

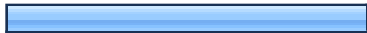



4. If your child(ren) are driven to school, why do you make that choice? (Check all that apply.)

	Afterschool activities	Bad weather	Backpack too heavy	Bus ride is too early or late	Convenience	Drop-off on way to work	No sidewalk	Too far to walk	Rating Count
Sprague	45.9% (17)	13.5% (5)	2.7% (1)	48.6% (18)	29.7% (11)	13.5% (5)	5.4% (2)	8.1% (3)	37
Half Day	51.5% (17)	12.1% (4)	9.1% (3)	42.4% (14)	18.2% (6)	12.1% (4)	3.0% (1)	6.1% (2)	33
Daniel Wright	54.5% (42)	13.0% (10)	19.5% (15)	45.5% (35)	15.6% (12)	15.6% (12)	3.9% (3)	13.0% (10)	77
							Other (please specify)		41
							answered question		113
							skipped question		105

5. When I contact the transportation office, I am treated courteously.

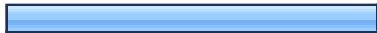



		Response Percent	Response Count
Strongly Agree		37.5%	81
Agree		35.2%	76
Disagree		2.3%	5
Strongly Disagree		0.5%	1
N/A		24.5%	53
		answered question	216
		skipped question	2

6. When I contact the transportation office, I receive accurate information.

		Response Percent	Response Count
Strongly agree		31.3%	68
Agree		39.6%	86
Disagree		4.1%	9
Strongly Disagree		0.0%	0
N/A		24.9%	54
answered question			217
skipped question			1

50

7. When I contact the transportation office, I receive information in a reasonable amount of time.

		Response Percent	Response Count
Strongly agree		32.3%	70
Agree		38.2%	83
Disagree		2.8%	6
Strongly Disagree		0.0%	0
N/A		26.7%	58
answered question			217
skipped question			1

8. My child(ren)'s bus driver(s) are safe drivers.

	Strongly agree	Agree	Disagree	Strongly Disagree	N/A	Rating Count
Sprague	74.0% (74)	21.0% (21)	1.0% (1)	0.0% (0)	4.0% (4)	100
Half Day	57.7% (45)	38.5% (30)	2.6% (2)	0.0% (0)	1.3% (1)	78
Daniel Wright	46.1% (59)	46.1% (59)	0.8% (1)	1.6% (2)	5.5% (7)	128
answered question						212
skipped question						6

51

9. My child(ren)'s bus driver(s) are courteous.

	Strongly agree	Agree	Disagree	Strongly Disagree	N/A	Rating Count
Sprague	73.3% (74)	20.8% (21)	2.0% (2)	0.0% (0)	4.0% (4)	101
Half Day	58.8% (47)	32.5% (26)	5.0% (4)	1.3% (1)	2.5% (2)	80
Daniel Wright	44.0% (55)	43.2% (54)	3.2% (4)	2.4% (3)	7.2% (9)	125
answered question						210
skipped question						8

10. The school bus stop location is reasonable and appropriate for my age child(ren).

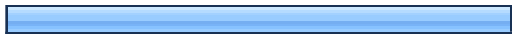

	Strongly agree	Agree	Disagree	Strongly Disagree	N/A	Rating Count
Sprague	65.7% (65)	20.2% (20)	7.1% (7)	6.1% (6)	1.0% (1)	99
Half Day	64.6% (51)	26.6% (21)	7.6% (6)	1.3% (1)	0.0% (0)	79
Daniel Wright	58.4% (73)	35.2% (44)	3.2% (4)	3.2% (4)	0.0% (0)	125
answered question						212
skipped question						6

52

11. Overall, I am satisfied with my child(ren)'s school bus transportation to and from school.

	Strongly agree	Agree	Disagree	Strongly Disagree	N/A	Rating Count
Sprague	57.6% (57)	25.3% (25)	9.1% (9)	4.0% (4)	4.0% (4)	99
Half Day	53.8% (42)	35.9% (28)	3.8% (3)	3.8% (3)	2.6% (2)	78
Daniel Wright	48.0% (59)	41.5% (51)	6.5% (8)	2.4% (3)	1.6% (2)	123
answered question						210
skipped question						8

12. Which is more important to you, a shorter bus ride for students, or a shorter walk to the bus stop? (Choose one.)

		Response Percent	Response Count
Shorter ride		43.9%	94
Shorter walk		56.1%	120
Comment			27
answered question			214
skipped question			4

53

13. Moving house stops to corner bus stops would decrease the number of stops and reduce the length of the bus route. Is this something that you would support?

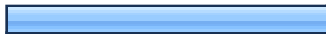

		Response Percent	Response Count
Yes		48.3%	101
No		51.7%	108
	Comment		53
answered question			209
skipped question			9

14. Adding bus routes would reduce the amount of stops and shorten the length of the routes. This would increase transportation costs for the district. Is this something you would support?

		Response Percent	Response Count
Yes		34.8%	73
No		65.2%	137
	Comment		31
answered question			210
skipped question			8

54

15. Would you support a bus fee to offset these additional costs?

		Response Percent	Response Count
Yes		27.9%	58
No		72.1%	150
	Comment		30
answered question			208
skipped question			10

16. What is the maximum reasonable length of time students should ride the bus one way?(Check all that apply.)

	20 mins	30 mins	40 mins	50 mins	Rating Count
Sprague	47.7% (53)	45.0% (50)	9.0% (10)	1.8% (2)	111
Half Day	52.6% (50)	43.2% (41)	7.4% (7)	2.1% (2)	95
Daniel Wright	44.1% (60)	48.5% (66)	7.4% (10)	2.9% (4)	136
				Other (please specify)	9
answered question					211
skipped question					7

55

17. What is a reasonable distance for a student to walk from their property line to the bus stop? (Check all that apply.)

	.10 mile (528 feet)	.20 mile (1056 feet)	Rating Count
Sprague	92.2% (94)	8.8% (9)	102
Half Day	80.9% (76)	21.3% (20)	94
Daniel Wright	43.9% (58)	59.8% (79)	132
		Other (please specify)	30
		answered question	194
		skipped question	24

18. Please add any additional comments.

	Response Count
	49
answered question	49
skipped question	169

56

Route Report

Sprague	AM			PM			Total Time is:
	Total Minutes	Students riding Over 20 minutes	Students riding Over 30 minutes	Total Minutes	Students riding Over 20 minutes	Students riding Over 30 minutes	
1	38	28	11	37	24	10	AM - 1st stop to drop at school PM - Depart school to last stop
2	32	16	2	39	6	0	
3	34	27	7	36	25	7	
4	32	14	4	28	12	0	
5	36	22	12	37	16	8	
6	42	25	10	39	21	16	
7	33	25	5	27	12	0	
8	50	24	9	41	18	7	
9	40	15	6	31	7	1	
10	31	30	1	43	34	8	
13/28	18	0	0	11	0	0	* Sprague students over 40 minutes 13 AM /5 PM
Total		226	67		175	57	

Half Day	AM			PM		
	Total Minutes	Students riding Over 20 minutes	Students riding Over 30 minutes	Total Minutes	Students riding Over 20 minutes	Students riding Over 30 minutes
11	34	20	6	45	22	11
12	38	21	4	35	27	7
14	43	17	2	59	10	0
15	33	21	6	34	21	9
16	38	28	13	35	24	10
17	38	13	11	38	18	4
18	41	27	13	43	35	20
19	28	14	0	25	6	0
Total		161	55		163	61

DANIEL WRIGHT	AM			PM		
	Total Minutes	Students riding Over 20 minutes	Students riding Over 30 minutes	Total Minutes	Students riding Over 20 minutes	Students riding Over 30 minutes
1	18	0	0	13	0	0
2	27	18	0	25	1	0
3	21	0	0	16	0	0
4	25	10	0	19	0	0
5	24	16	0	21	3	0
6	20	0	0	18	0	0
7	29	11	0	20	0	0
8	43	5	5	43	9	8
9	24	13	0	20	0	0
10	30	7	0	17	0	0
11	25	12	0	19	0	0
12	29	10	0	26	22	0
14	26	16	0	24	2	0
15	24	10	0	18	0	0
16	21	1	0	28	6	0
17	22	11	0	18	0	0
18	24	10	0	23	15	0
19	23	13	0	25	11	0
24	8	0	0	8	0	0
25	9	0	0			
27	18	0	0			
Total		163	5		69	8



Lincolnshire – Prairie View School District 103
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Memo

To: Board of Education
From: Katie Reynolds, Assistant Superintendent of Curriculum and Instruction
CC: Dr. Scott Warren
Date: January 31, 2014
Re: ELM Parent Survey Results

In December, a survey was administered to parents soliciting their feedback on the Enrichment Learning Model (ELM) Program. The ELM committee will use the survey results, in addition to other data, to assess the implementation of our current program and to inform programming decisions moving forward.

One hundred and eighty parents responded to the ten-question survey, with a fairly even representation across the grade levels. 59% of parents responded that their child(ren) benefited from the current ELM program in some way, but many of the comments expressed concerns about the lack of communication about the program. Parents stated they were unclear about the program philosophy and felt unable to accurately answer the question. When asked if parents felt their children were challenged in core academic areas the, “always” category (a rating of 9 or 10) ranged from 30%-45%. When including ratings of a 6 or higher the percentage of satisfied parents increases to 74%-85%. Parents at Sprague expressed that their children were the most challenged in reading, while Half Day and Daniel Wright parents rated math the most challenging. Across the district the subjects parents felt students were the least challenged in were science and social studies. Although 70% of the parents believe that the core curriculum meets their individual child’s needs, the comments again reflected a need for more communication to understand what the curriculum learning targets are and how differentiation happens in the classroom. In addition, there were comments expressing a concern about consistency of curriculum and ELM implementation from classroom teacher to classroom teacher. Question 5 asked parents to rate the emphasis placed on development their child(ren)’s individual talents. Again, parent responses showed communication was a concern, with only 12-24% of the parents responding that they always felt informed about the educational enrichment opportunities.

46% of responses indicated that children participated in enrichment experiences outside of the school day, with most of the comments stating that their child was being tutored in math either at home or at a tutoring center.

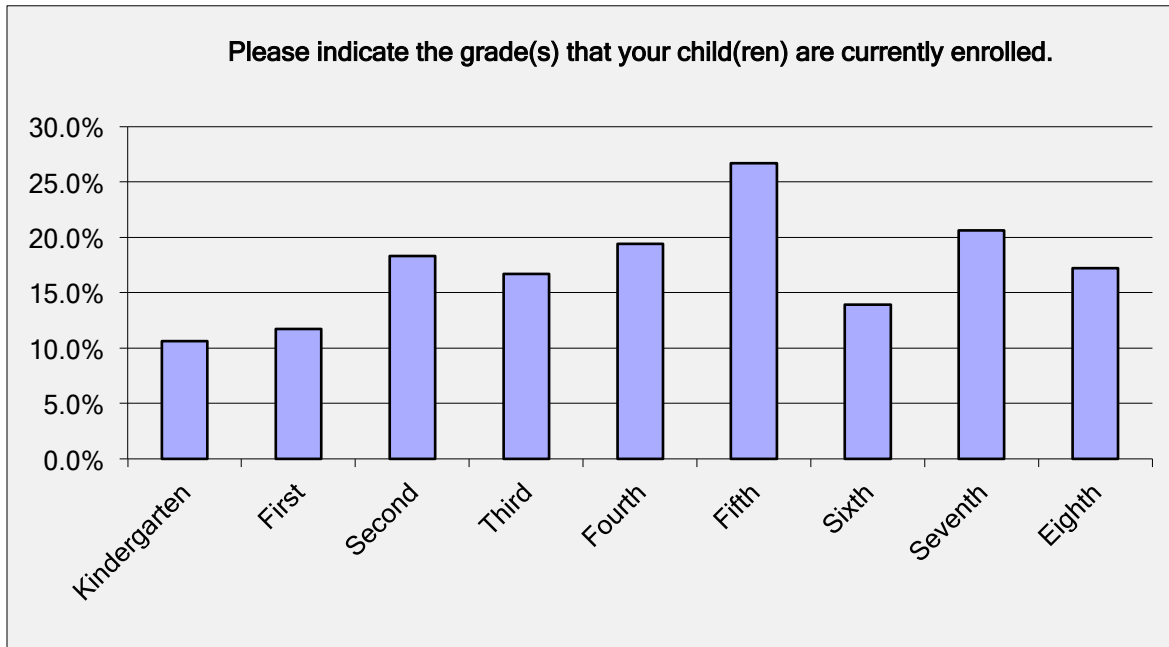
The final four questions on the survey were open response questions:

1. What do you think the goals of an enrichment program should be?
2. What aspects of ELM parents were pleased with?
3. What questions or concerns do parents have with the ELM implementation?
4. What general comments parents wished to share?

Overall the comments were aligned with comments described in the first five questions. Parents expressed that they didn't understand the philosophy or direction of the program and that there was a lack of communication about when their students were engaged in ELM activities.

Survey graphs are included for your review. You will notice that on question 3 not all percentages add up to 100% on the charts. This is because three responses indicated no opinion.

Question #1



Question #2

Do you feel our current ELM program benefits your child(ren)?		
Answer Options	Response Percent	Response Count
Yes	58.5%	96
No	41.5%	68
Why or why not?		106
<i>answered question</i>		164
<i>skipped question</i>		16

Question # 3

Do you feel your child(ren) is/are appropriately challenged in the core subject areas? On a scale of 1-10, 10= Always, 1= Never

	Always			Never
	(10-9)	(8-6)	(5-3)	(2-1)
Sprague				
Math	41%	37%	12%	11%
English Language Arts/Reading	45%	40%	8%	7%
Science	32%	42%	19%	7%
Social Studies	36%	46%	13%	6%

Half Day				
Math	37%	37%	20%	6%
English Language Arts/Reading	41%	43%	14%	1%
Science	38%	38%	18%	3%
Social Studies	34%	42%	16%	4%

Daniel Wright				
Math	40%	34%	13%	13%
English Language Arts/Reading	38%	45%	13%	4%
Science	30%	50%	17%	3%
Social Studies	32%	50%	12%	6%

Question # 4

Do you believe the curriculum in District 103 meets the individual needs of your child(ren)?		
Answer Options	Response Percent	Response Count
Yes	69.7%	122
No	30.3%	53
Additional Comments:		66
<i>answered question</i>		175
<i>skipped question</i>		5

Question 5

**Please rate the following. Only provide a response for schools where your child(ren) currently attend.
On a scale of 1-10, 10= Always, 1= Never**

	Always (10-9)	(8-6)	(5-3)	Never (2-1)
Sprague				
My child(ren) has opportunities for enrichment experiences in school.	39%	38%	17%	6%
During the day, my child(ren) is/are encouraged to develop his/her talents.	43%	36%	17%	3%
My child(ren) develop(s) projects in the classroom that reflect his/her interests.	29%	49%	19%	3%
I am informed about the educational enrichment activities for my child(ren) at school.	23%	38%	26%	13%
Half Day				
My child(ren) has opportunities for enrichment experiences in school.	37%	37%	22%	5%
During the day, my child(ren) is/are encouraged to develop his/her talents.	34%	42%	23%	0%
My child(ren) develop(s) projects in the classroom that reflect his/her interests.	28%	45%	27%	0%
I am informed about the educational enrichment activities for my child(ren) at school.	24%	27%	24%	25%
Daniel Wright				
My child(ren) has opportunities for enrichment experiences in school.	23%	30%	37%	10%
During the day, my child(ren) is/are encouraged to develop his/her talents.	21%	37%	35%	8%
My child(ren) develop(s) projects in the classroom that reflect his/her interests.	14%	46%	28%	12%
I am informed about the educational enrichment activities for my child(ren) at school.	12%	28%	34%	27%

Question #6


Does your child participate in academic enrichment experiences outside of District 103 offerings? (Check all that apply)		
Answer Options	Response Percent	Response Count
No, my child does not participate in additional academic experiences outside of District 103 offerings	53.7%	94
After school academic programs	12.0%	21
Tutoring for enrichment purposes	9.1%	16
Tutoring for academic help	11.4%	20
Saturday school academic programs	10.9%	19
Summer academic programs	21.7%	38
Other (Please indicate below)	8.6%	15
Additional Comments:		37
<i>answered question</i>		175
<i>skipped question</i>		5



LINCOLNSHIRE – PRAIRIE VIEW SCHOOL DISTRICT 103
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MEMO

To: Board of Education

FROM: Julie Postma, Director of Student Services 

CC: Dr. Scott Warren, Superintendent

DATE: February 4, 2014

RE: Student Services Survey

In December the Student Services Department asked our community to complete a short, seven-question survey regarding satisfaction with special education services. One hundred and fifty-four individuals completed the survey, representing approximately 9% of our families. Approximately 40% (61 respondents) indicated they have or have had a child who received services through an IEP (Individual Education Plan.)

1. Results of the survey indicate that just over half of the respondents indicated their satisfaction with special education services with a rating of 9 or 10 and nearly 80% indicated their satisfaction with a rating of 7 or higher. The average satisfaction rating of special education services was 7.91.
2. The survey indicated that of the 61 respondents 18 (approximately 30%) have received services through SEDOL (Special Education District of Lake County.) Results showed that just over a third of the respondents indicated a satisfaction of services provided by SEDOL with a rating of 9 or 10 and just over half of the respondents indicated their satisfaction with a rating of 7 or higher. The average satisfaction rating of services provided by SEDOL was 6.5.
3. Sixteen individuals, representing approximately 10%, responded to a question that compared SEDOL services and District services. Half of the respondents indicated that they were more satisfied with District 103 services. Half of the respondents indicated they were equally satisfied with SEDOL and District 103 services. No respondents indicated that they were less satisfied with District 103 services.

A review of the open-ended responses indicated that further explanation within some questions would have been helpful for some respondents. In addition, there were a number of comments praising the early childhood program and the teams involved. Some comments focused on specific experiences with specific service providers or programs. A number of these were positive in nature, with some comments offering suggestions for improvement.




It would appear that the survey confirms that our community continues to be pleased with the special education services that are being provided by District 103. Greater satisfaction was shared regarding the district programming than was shared regarding the SEDOL programming. The survey would also appear to indicate that individuals who have had experience with SEDOL are at least as satisfied, if not more satisfied, with District 103 services. This community satisfaction information is especially affirming given the transition that has occurred over the past several years to build the capacity to educate our students with special education needs within the district. It appears to indicate that our community is satisfied with the current district-run programming. This information aligns with previous satisfaction data gathered in district-wide community satisfaction surveys that included questions about special education.

Moving forward several possibilities should be considered. After District 103 withdraws from SEDOL, and the new cooperative is established, a satisfaction survey should be considered. This might be in conjunction with a larger more comprehensive satisfaction survey by the District or be independent and only address special education. Another consideration may be to survey groups within the community to gather information on specific program satisfaction. It is important to continue to address individual concerns from parents as they arise and to continue to ensure there is an expectation that parents should share when they are dissatisfied. It is also important to continue to address continuity of services as service-providers change and programs change from building to building. One aspect of this is ensuring that parents understand the changes, and the second is ensuring that the avenues of communication remain open.



1. Does your child have or has your child received IEP services in District 103? (if no, skip to question 5)

		Response Percent	Response Count
Yes		39.6%	61
No		60.4%	93
		answered question	154
		skipped question	0

2. If your child receives/received services through an IEP of any type in District 103, please indicate an approximate number of minutes of service each week

		Response Percent	Response Count
30-50 minutes per week		61.0%	36
180-450 minutes per week (one or more classes are taught by a special education teacher)		30.5%	18
450+ minutes per week (the majority of my child's day includes special education services)		8.5%	5
		answered question	59
		skipped question	95



3. My child participates/participated in the early childhood program and has/had received IEP services.

		Response Percent	Response Count
Yes		43.9%	29
No		56.1%	37
		answered question	66
		skipped question	88

4. How satisfied are you with the IEP services currently being provided in District 103?

	1 = Very dissatisfied	2	3	4	5	6	7	8	9	10 - Very satisfied	Rating Average	Rating Count
	0.0% (0)	1.7% (1)	5.2% (3)	3.4% (2)	3.4% (2)	6.9% (4)	13.8% (8)	15.5% (9)	20.7% (12)	29.3% (17)	7.91	58
	answered question											58
	skipped question											96

5. Has your child accessed IEP services through SEDOL at any time in their school career? (if no, skip to question 8)

		Response Percent	Response Count
Yes		11.0%	17
No		89.0%	137
	answered question		154
	skipped question		0

6. How satisfied are/were you with the services you receive/received from SEDOL?

	1 = Very dissatisfied	2	3	4	5	6	7	8	9	10 - Very satisfied	Rating Average	Rating Count
	5.6% (1)	11.1% (2)	5.6% (1)	5.6% (1)	0.0% (0)	16.7% (3)	5.6% (1)	16.7% (3)	22.2% (4)	11.1% (2)	6.50	18
	answered question											18
	skipped question											136

7. If your child receives/received IEP services from SEDOL and now receives services from District 103, rate your level of satisfaction.

	More satisfied with District 103	Equally satisfied with both District 103 and SEDOL	Less satisfied with District 103	Rating Average	Rating Count
	50.0% (8)	50.0% (8)	0.0% (0)	1.50	16
	answered question				16
	skipped question				138

8. Please add any additional comments:

	Response Count
	38
answered question	38
skipped question	116



Lincolnshire-Prairie View School District 103

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<http://www.d103.org>

MEMO

To: Board of Education
From: Dan Stanley
CC: Dr. Scott Warren
Date: February 4, 2014
Re: Draft Proposed 2014-15 Staffing Plans

Included are two proposed staffing plans for the 2014-15 school year. The first is an updated certified staffing plan. The second is a first-look at the classified staffing plan.

The certified staffing plan includes the 3.0 FTE additional Spanish teachers previously seen. Added is an additional 1.0 FTE Kindergarten position to expand the Full Day Kindergarten (FDK) program to six sections from the current five sections. Originally, it was anticipated that going from five to six sections of FDK would allow for a reduction of one of the two Half Day Kindergarten programs, however at this point enough students have enrolled to prohibit that reduction. There will be adequate revenue from FDK to cover this cost.

The classified staffing plan includes an increase in three areas. The first is increasing a Sprague Secretary from 0.92 FTE to 1.0 FTE (from 11 months to 12 months) due to July demands. The second increase is for the Payroll Bookkeeper to increase from 0.85 FTE (Friday afternoons off) to 1.0 FTE. The position was always intended to be full-time; however there was a personal request and agreement to be 0.85 FTE up until the 2014-15 year. The third increase is for a Kindergarten Associate to assist the additional section of FDK.

These staffing plans are being reviewed and will be updated for the February regular board meeting if needed. Action will be requested at the March regular board meeting to approve the staffing plans.

Updated Proposed 2014-15 Certified Staffing Plan

Position	Actual 2013-14		Change to 2014-15		Draft Proposed 2014-15	
	# of Positions	FTE	# of Positions	FTE	# of Positions	FTE
Adaptive Physical Education	1	1.00			1	1.00
Art Teacher	3	3.00			3	3.00
Band Teacher	2	1.75			2	1.75
Early Childhood Teacher	2	1.50			2	1.50
ELM Coordinator	4	4.00			4	4.00
English Language Learners Teacher	3	2.80			3	2.80
Family & Consumer Science Teacher	1	1.00			1	1.00
General Music & Chorus Teacher	1	1.00			1	1.00
General Music Teacher	2	2.00			2	2.00
Guided Classroom Teacher	1	1.00			1	1.00
Health Teacher	2	1.30			2	1.30
Kindergarten Intevention Specialist	1	1.00			1	1.00
Language Arts /Reading Teacher	8	8.00			8	8.00
Learning Behavior Specialist Teacher	15	14.50			15	14.50
Librarian	3	3.00			3	3.00
Literacy Specialist	5	4.50			5	4.50
Math Specialist	3	2.50			3	2.50
Math Teacher	5	5.00			5	5.00
Nurse	1	1.00			1	1.00
Orchestra Teacher	2	2.00			2	2.00
Performing Arts Teacher	1	1.00			1	1.00
Physical Education Teacher	6	6.00			6	6.00
Psychologist	2	2.00			2	2.00
Science Teacher	5	5.00			5	5.00
Self Contained Teacher	47	46.00	1	1.00	48	47.00
Social Studies Teacher	5	5.00			5	5.00
Social Worker	5	5.00			5	5.00
Spanish Teacher	6	6.00	3	3.00	9	9.00
Speech Language Pathologist	4	3.90			4	3.90
Technology Integration Specialist	5	5.00			5	5.00
Total	151	146.75	4	4.00	155	150.75

Draft Proposed 2014-15 Classified Staffing Plan

Position	Actual 2013-14		Change to 2014-15		Draft Proposed 2014-15	
	# of Positions	FTE	# of Positions	FTE	# of Positions	FTE
103 Club Associate	14	3.81			14	3.81
103 Club Asst. Director	1	1.00			1	1.00
103 Club Director	1	1.00			1	1.00
103 Club Supervisor	3	3.00			3	3.00
Admin Assistant	3	3.00			3	3.00
Secretary	6	5.84	0	0.08	6	5.92
Clerical Aide	4	2.00			4	2.00
Receptionist	1	0.50			1	0.50
Bookkeeper	3	2.35	0	0.15	3	2.50
Human Resources	1	1.00			1	1.00
Bus Aide	1	0.50			1	0.50
Bus Driver	27	27.00			27	27.00
Lead Bus Driver	2	2.00			2	2.00
Classroom Associate	18	14.83	1	1.00	19	15.83
Classroom Assoc. EC	2	2.00			2	2.00
Classroom Assoc. Special Ed	15	14.50			15	14.50
Classroom Associate Guided	9	9.00			9	9.00
Communicaitons Coordinator	1	0.80			1	0.80
Crossing Guard	2	0.58			2	0.58
Custodian	11	10.50			11	10.50
Maintenance	1	1.00			1	1.00
Head Custodian	3	3.00			3	3.00
Lunchroom Assoc.	3	1.50			3	1.50
Nurse	2	2.00			2	2.00
Occupation Therapist	1	0.80			1	0.80
Occupational Therapist Assistant	1	1.00			1	1.00
Physical Therapist	1	0.18			1	0.18
Rivershire Coordinator	1	1.00			1	1.00
Technology Associate	4	4.00			4	4.00
Total	142.00	119.69	1.00	1.23	143.00	120.92



Lincolnshire-Prairie View School District 103

1370 N. Riverwoods Road • Lincolnshire, IL 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

MEMO

To: Board of Education
From: Dan Stanley
CC: Dr. Scott Warren
Date: February 4, 2014
Re: Student Fees for 2014-15 through 2016-17

Included are proposed school fee schedules for the 2014-15, 2015-16, and 2016-17 school years. Each of the four scenarios begins with a chart of the student fees with historical fees and proposed fees. The bottom section of calculates the estimated fees based on the estimated enrollment projections. The projections used were a mix between the Kasarda “B” and “C” Scenarios, the historical enrollment projection performance of the district. The first scenario will be explained in detail with the remaining three scenarios will be explained in brief; only detailing the changes from the first scenario. Below is a summary of each proposal.

Scenarios	FY 15 Fees	% Chg	FY 16 Fees	% Chg	FY 17 Fees	% Chg
CPI (2.4%) Inc.	631,404.00	12.3%	646,605.00	2.4%	661,663.00	2.3%
Flat 1st Yr	627,294.00	11.6%	642,944.00	2.5%	657,977.00	2.3%
CPI & 100 FDK	565,468.00	0.6%	579,088.00	2.4%	592,565.00	2.3%
Flat 1st Yr & 100 FDK	561,339.00	-0.1%	575,408.00	2.5%	588,860.00	2.3%

The first scenario can be considered the “Base Model” for this proposal. The fees for each year are roughly increased by the 10-year CPI average of 2.4% with the exception would be for Full Day Kindergarten (FDK) and Community Peer for 2014-15 remaining flat from 2013-14. Each fee is projected below showing a subtotal and then is prorated at 95% to account for Free Lunch students and some loss in collections. Added in are the FDK and Community Peer fees for a total of estimated fees. An apparent large 12.3% jump in fees occurs the first year and 2.4% and 2.3% thereafter respectively. The first year jump is completely due to FDK going to 120 students compared to the current 100 students.

The second scenario is the same as the Base Model except that fees for the 2014-15 year are held flat. In the subtotal area, it should be noted that this would result in a decrease of 0.8% in fees due to enrollments. The third and fourth scenarios are the Base Model and the second scenario except that FDK remains at 100 students. This is show the true impact of the CPI increase: a small increase in 2014-15 and then 2.4% and 2.3% beyond.

In the 2010-11 year, a three-year student fee schedule was approved and has served as the basis for student fees for the last three years. This multi-year schedule has worked well and would be recommended to continue.

A survey was conducted of school district in Lake County for the 2013-14 year. District 103, when compared to peers, is in the mid-range of student fees (District 103 is even mid-range for all of Lake County). General Registration Fees ranged from \$43 up to \$230 depending on grade level. The CPI model will allow for an appropriate increase in fees while keep the district in the mid-range.

The Board is recommended to consider the CPI-based scenario or the first year flat scenario. Of course, other scenarios could be proposed and would be considered and calculated. I would appreciate feedback at the COW meeting of the direction the board would like to go and prepare a schedule for approval at the February regular board meeting.

School Fees

10-Year CPI Average Increase (2.4%)

	Actual 2011-12	Actual 2012-13	Actual 2013-14	Proposed 2014-15	Proposed 2015-16	Proposed 2016-17
General Registration Fee*						
Early Childhood	52.00	53.00	55.00	56.00	57.00	58.00
Half Day Kindergarten	52.00	53.00	55.00	56.00	57.00	58.00
Grade 1	84.00	86.00	88.00	90.00	92.00	94.00
Grade 2	84.00	86.00	88.00	90.00	92.00	94.00
Grade 3	100.00	103.00	105.00	107.00	109.00	111.00
Grade 4	100.00	103.00	105.00	107.00	109.00	111.00
Grade 5	118.00	121.00	124.00	126.00	129.00	132.00
Grade 6	118.00	121.00	124.00	126.00	129.00	132.00
Grade 7	129.00	132.00	135.00	138.00	141.00	144.00
Grade 8	129.00	132.00	135.00	138.00	141.00	144.00
Tech Fee (EC-8)	16.00	16.00	17.00	17.00	18.00	18.00
Classroom Projects Fee (EC-4)	15.00	15.00	15.00	16.00	16.00	16.00
Fine Arts Fee (5-8)	11.00	11.00	12.00	12.00	13.00	13.00
Full Day Kindergarten**	3,200.00	3,275.00	3,350.00	3,350.00	3,430.00	3,510.00
Community Peer***	2,040.00	2,080.00	2,110.00	2,110.00	2,160.00	2,210.00

* General registration fee includes textbook rental and materials fee

** FDK frozen for 2014-15 year

*** Historically 63% of FDK

Estimated Fees

General Registration Fee*						
Early Childhood			1,045.00	840.00	912.00	986.00
Half Day Kindergarten			2,090.00	1,288.00	1,140.00	1,160.00
Grade 1			14,784.00	14,130.00	14,996.00	15,040.00
Grade 2			14,960.00	16,020.00	15,272.00	16,262.00
Grade 3			17,640.00	19,260.00	20,492.00	19,536.00
Grade 4			20,055.00	18,725.00	20,383.00	21,756.00
Grade 5			23,808.00	25,326.00	23,736.00	26,004.00
Grade 6			24,428.00	25,200.00	26,961.00	25,212.00
Grade 7			28,620.00	27,738.00	28,764.00	30,816.00
Grade 8			29,295.00	29,946.00	29,046.00	30,096.00
Tech Fee (EC-8)			28,509.00	28,424.00	30,024.00	30,204.00
Classroom Projects Fee (EC-4)			12,885.00	13,648.00	13,840.00	13,872.00
Fine Arts Fee (5-8)			9,816.00	9,828.00	10,439.00	10,543.00
Subtotal			227,935.00	230,373.00	236,005.00	241,487.00
% Change Over Prior				1.1%	2.4%	2.3%
Prorate Collection Rate 95%			216,538.00	218,854.00	224,205.00	229,413.00
Full Day Kindergarten**			335,000.00	402,000.00	411,600.00	421,200.00
Community Peer***			10,550.00	10,550.00	10,800.00	11,050.00
Total Estimated Fees			562,088.00	631,404.00	646,605.00	661,663.00
& Change Over Prior				12.3%	2.4%	2.3%

School Fees

1st Year Flat, then CPI

	Actual 2011-12	Actual 2012-13	Actual 2013-14	Proposed 2014-15	Proposed 2015-16	Proposed 2016-17
General Registration Fee*						
Early Childhood	52.00	53.00	55.00	55.00	56.00	57.00
Half Day Kindergarten	52.00	53.00	55.00	55.00	56.00	57.00
Grade 1	84.00	86.00	88.00	88.00	90.00	92.00
Grade 2	84.00	86.00	88.00	88.00	90.00	92.00
Grade 3	100.00	103.00	105.00	105.00	107.00	109.00
Grade 4	100.00	103.00	105.00	105.00	107.00	109.00
Grade 5	118.00	121.00	124.00	124.00	126.00	129.00
Grade 6	118.00	121.00	124.00	124.00	126.00	129.00
Grade 7	129.00	132.00	135.00	135.00	138.00	141.00
Grade 8	129.00	132.00	135.00	135.00	138.00	141.00
Tech Fee (EC-8)	16.00	16.00	17.00	17.00	18.00	18.00
Classroom Projects Fee (EC-4)	15.00	15.00	15.00	15.00	16.00	16.00
Fine Arts Fee (5-8)	11.00	11.00	12.00	12.00	13.00	13.00
Full Day Kindergarten**	3,200.00	3,275.00	3,350.00	3,350.00	3,430.00	3,510.00
Community Peer***	2,040.00	2,080.00	2,110.00	2,110.00	2,160.00	2,210.00

* General registration fee includes textbook rental and materials fee

** FDK frozen for 2014-15 year

** Historically 63% of FDK

Estimated Fees

General Registration Fee*						
Early Childhood			1,045.00	825.00	896.00	969.00
Half Day Kindergarten			2,090.00	1,265.00	1,120.00	1,140.00
Grade 1			14,784.00	13,816.00	14,670.00	14,720.00
Grade 2			14,960.00	15,664.00	14,940.00	15,916.00
Grade 3			17,640.00	18,900.00	20,116.00	19,184.00
Grade 4			20,055.00	18,375.00	20,009.00	21,364.00
Grade 5			23,808.00	24,924.00	23,184.00	25,413.00
Grade 6			24,428.00	24,800.00	26,334.00	24,639.00
Grade 7			28,620.00	27,135.00	28,152.00	30,174.00
Grade 8			29,295.00	29,295.00	28,428.00	29,469.00
Tech Fee (EC-8)			28,509.00	28,424.00	30,024.00	30,204.00
Classroom Projects Fee (EC-4)			12,885.00	12,795.00	13,840.00	13,872.00
Fine Arts Fee (5-8)			9,816.00	9,828.00	10,439.00	10,543.00
Subtotal			227,935.00	226,046.00	232,152.00	237,607.00
% Change Over Prior				-0.8%	2.7%	2.3%
Prorate Collection Rate 95%			216,538.00	214,744.00	220,544.00	225,727.00
Full Day Kindergarten**			335,000.00	402,000.00	411,600.00	421,200.00
Community Peer***			10,550.00	10,550.00	10,800.00	11,050.00
Total Estimated Fees			562,088.00	627,294.00	642,944.00	657,977.00
& Change Over Prior				11.6%	2.5%	2.3%

School Fees

10-Year CPI Average Increase (2.4%) & 100 Full Day Kindergarten

	Actual 2011-12	Actual 2012-13	Actual 2013-14	Proposed 2014-15	Proposed 2015-16	Proposed 2016-17
General Registration Fee*						
Early Childhood	52.00	53.00	55.00	56.00	57.00	58.00
Half Day Kindergarten	52.00	53.00	55.00	56.00	57.00	58.00
Grade 1	84.00	86.00	88.00	90.00	92.00	94.00
Grade 2	84.00	86.00	88.00	90.00	92.00	94.00
Grade 3	100.00	103.00	105.00	107.00	109.00	111.00
Grade 4	100.00	103.00	105.00	107.00	109.00	111.00
Grade 5	118.00	121.00	124.00	126.00	129.00	132.00
Grade 6	118.00	121.00	124.00	126.00	129.00	132.00
Grade 7	129.00	132.00	135.00	138.00	141.00	144.00
Grade 8	129.00	132.00	135.00	138.00	141.00	144.00
Tech Fee (EC-8)	16.00	16.00	17.00	17.00	18.00	18.00
Classroom Projects Fee (EC-4)	15.00	15.00	15.00	16.00	16.00	16.00
Fine Arts Fee (5-8)	11.00	11.00	12.00	12.00	13.00	13.00
Full Day Kindergarten**	3,200.00	3,275.00	3,350.00	3,350.00	3,430.00	3,510.00
Community Peer***	2,040.00	2,080.00	2,110.00	2,110.00	2,160.00	2,210.00

* General registration fee includes textbook rental and materials fee

** FDK frozen for 2014-15 year

*** Historically 63% of FDK

Estimated Fees

General Registration Fee*						
Early Childhood			1,045.00	840.00	912.00	986.00
Half Day Kindergarten			2,090.00	2,408.00	2,280.00	2,320.00
Grade 1			14,784.00	14,130.00	14,996.00	15,040.00
Grade 2			14,960.00	16,020.00	15,272.00	16,262.00
Grade 3			17,640.00	19,260.00	20,492.00	19,536.00
Grade 4			20,055.00	18,725.00	20,383.00	21,756.00
Grade 5			23,808.00	25,326.00	23,736.00	26,004.00
Grade 6			24,428.00	25,200.00	26,961.00	25,212.00
Grade 7			28,620.00	27,738.00	28,764.00	30,816.00
Grade 8			29,295.00	29,946.00	29,046.00	30,096.00
Tech Fee (EC-8)			28,509.00	28,424.00	30,024.00	30,204.00
Classroom Projects Fee (EC-4)			12,885.00	13,648.00	13,840.00	13,872.00
Fine Arts Fee (5-8)			9,816.00	9,828.00	10,439.00	10,543.00
Subtotal			227,935.00	231,493.00	237,145.00	242,647.00
% Change Over Prior				1.6%	2.4%	2.3%
Prorate Collection Rate 95%			216,538.00	219,918.00	225,288.00	230,515.00
Full Day Kindergarten**			335,000.00	335,000.00	343,000.00	351,000.00
Community Peer***			10,550.00	10,550.00	10,800.00	11,050.00
Total Estimated Fees			562,088.00	565,468.00	579,088.00	592,565.00
& Change Over Prior				0.6%	2.4%	2.3%

School Fees

1st Year Flat, then CPI & 100 FDK

	Actual 2011-12	Actual 2012-13	Actual 2013-14	Proposed 2014-15	Proposed 2015-16	Proposed 2016-17
General Registration Fee*						
Early Childhood	52.00	53.00	55.00	55.00	56.00	57.00
Half Day Kindergarten	52.00	53.00	55.00	55.00	56.00	57.00
Grade 1	84.00	86.00	88.00	88.00	90.00	92.00
Grade 2	84.00	86.00	88.00	88.00	90.00	92.00
Grade 3	100.00	103.00	105.00	105.00	107.00	109.00
Grade 4	100.00	103.00	105.00	105.00	107.00	109.00
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Grade 8	129.00	132.00	135.00	135.00	138.00	141.00
Tech Fee (EC-8)	16.00	16.00	17.00	17.00	18.00	18.00
Classroom Projects Fee (EC-4)	15.00	15.00	15.00	15.00	16.00	16.00
Fine Arts Fee (5-8)	11.00	11.00	12.00	12.00	13.00	13.00
Full Day Kindergarten**	3,200.00	3,275.00	3,350.00	3,350.00	3,430.00	3,510.00
Community Peer***	2,040.00	2,080.00	2,110.00	2,110.00	2,160.00	2,210.00

* General registration fee includes textbook rental and materials fee

** FDK frozen for 2014-15 year

** Historically 63% of FDK

Estimated Fees

General Registration Fee*						
Early Childhood			1,045.00	825.00	896.00	969.00
Half Day Kindergarten			2,090.00	2,365.00	2,240.00	2,280.00
Grade 1			14,784.00	13,816.00	14,670.00	14,720.00
Grade 2			14,960.00	15,664.00	14,940.00	15,916.00
Grade 3			17,640.00	18,900.00	20,116.00	19,184.00
Grade 4			20,055.00	18,375.00	20,009.00	21,364.00
Grade 5			23,808.00	24,924.00	23,184.00	25,413.00
Grade 6			24,428.00	24,800.00	26,334.00	24,639.00
Grade 7			28,620.00	27,135.00	28,152.00	30,174.00
Grade 8			29,295.00	29,295.00	28,428.00	29,469.00
Tech Fee (EC-8)			28,509.00	28,424.00	30,024.00	30,204.00
Classroom Projects Fee (EC-4)			12,885.00	12,795.00	13,840.00	13,872.00
Fine Arts Fee (5-8)			9,816.00	9,828.00	10,439.00	10,543.00
Subtotal			227,935.00	227,146.00	233,272.00	238,747.00
% Change Over Prior				-0.3%	2.7%	2.3%
Prorate Collection Rate 95%			216,538.00	215,789.00	221,608.00	226,810.00
Full Day Kindergarten**			335,000.00	335,000.00	343,000.00	351,000.00
Community Peer***			10,550.00	10,550.00	10,800.00	11,050.00
Total Estimated Fees			562,088.00	561,339.00	575,408.00	588,860.00
& Change Over Prior				-0.1%	2.5%	2.3%