



LINCOLNSHIRE – PRAIRIE VIEW SCHOOL DISTRICT 103

1370 N. Riverwoods Road • Lincolnshire, Illinois 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

BOARD OF EDUCATION AGENDA

APRIL 19, 2016

The Regular Meeting of the Board of Education of Lincolnshire-Prairie View School District 103 will be held on Tuesday, April 19, 2016 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: 2 hours 20 Minutes
- B. Pledge of Allegiance
- C. Community Participation
- D. Celebrating Success
Time: 15 Minutes
 - 1. PTO/Learning Fund Foundation/Music Boosters
- E. Approval of Minutes 3
Time: 5 minutes
- F. Consent Agenda
Time: 10 minutes
 - 1. Approval of Bills 14
 - 2. Approval of School Donations 39
 - 3. Approval of Policy Updates 2nd Reading 40
 - 4. Approval of Employment 95
- G. Action Item
Time: 20 minutes
 - 1. Approval of Administrator Contracts/Salaries 96
 - 2. Approval of Classified Staff Salary Increases 176
 - 3. Approval of a resolution authorizing and directing the permanent transfer of money 177
from the Operations and Maintenance Fund to the Capital Projects Fund
 - 4. Approval of Payment to the Regional Office of Education for Depke Juvenile Center 182
 - 5. Approval of the Joint Agreement for the Provision of Educational Services at the 184
Robert W. Depke
Juvenile Justice Center
- H. Discussion Items
Time: 30 minutes

1. Preliminary Budget FY 2017	194
I. Information	
Time: 30 minutes	
1. Board Representatives Committee Update	
2. Written Department Updates	
a. Business Office	195
b. Facilities	321
c. Curriculum and Instruction, Student Services, Technology and Assessment	322
d. Enrollment	325
3. Superintendent's Informational Report	327
J. In The Press	
K. Community Participation	
L. Executive Session	
Time: 30 minutes	
M. Adjournment	



Lincolnshire-Prairie View School District 103

1370 N. Riverwoods Road • Lincolnshire, Il 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

BOARD OF EDUCATION REGULAR MEETING MINUTES

Tuesday, March 22, 2016

The Board of Education of Lincolnshire-Prairie View School District 103 held its Regular Meeting on Tuesday, March 22, 2016 in the Learning Center of Daniel Wright Junior High School located at 1370 N. Riverwoods Road, Lincolnshire, Illinois.

The following Board Members were in attendance:

Gary Gordon, President
Malathy Dwaraknath
Kate Harper
Sandy Simon
Anne van Gerven

Absent: Chris Curtis, Vice President
Sherri Thomas

Also present were:

Dr. Scott Warren, Superintendent
Dan Stanley, Assistant Superintendent for Business/CSBO
Julie Postma, Director of Student Services
Dr. Gina Finaldi, Assistant Director of Student Services
Scott Gaunky, Director of Facilities
R.J. Bialk, Director of Technology and Assessment
Dr. Christy Adler, Principal, Laura B. Sprague School
Michelle Blackley, Principal, Daniel Wright Junior High School
Melody Littlefair, Assistant Principal, Daniel Wright Junior High School
Thomas Herion, Assistant Principal, Daniel Wright Junior High School
Norma Taylor, Board Secretary

Public: 2

Press: 2

Staff: 20

Celebrating Success - Daniel Wright Junior High School

The Daniel Wright Show Choir gave a high-energy performance featuring strong vocals, layered harmony, with well-sequenced dancing. Three songs were performed: “Walking on Sunshine”, “Clear Water”, and “Chattanooga Choo Choo”. Student artists included: Christina Alexakos,

Caroline Baldan, Michelle Cabrera, Agnes Chamberlain, Sophia Chen, Chloe Chick, Natalie Dolenga, Adithi Kosgi, Aishwarya Kosgi, Claire Lefebvre, Graham Lin, Saumya Malholtra, Ashwini Narayanan, Maire O'Brien, Meghan Russo, Lauren Salliotte, Abby Tenner, Aubrey Tomochek, Kayla Watanabe.

Call to Order and Roll Call

President Gordon called the meeting to order at 7:09 p.m.

Pledge of Allegiance

Community Participation

There was no community participation at this time.

Approval of Minutes

Motion by Mrs. Harper, seconded by Mrs. van Gerven, to approve the minutes of the February 16, 2016 Regular and Executive Session, the March 1, 2016 COW and Executive Sessions, the March 3, 2016 Special Meeting and Executive Session, and the March 8, 2016 Special Meeting.

Roll Call: Ayes: Dwaraknath, Harper, Simon, van Gerven, Gordon. Nays: None. Abstain: Harper Feb. 16, 2016 and March 3, 2016. Motion carried.

Consent Agenda

Motion by Mrs. Harper, seconded by Mrs. Dwaraknath, the Board approve the following items on the Consent Agenda:

Approval of Bills

Approval of School Donations

Approval of Tenure Recommendations

Approval of Renewal of Continued Employment for Non-tenured Staff

Approval of Renewal of Continued Employment for Part-time Staff

Approval of Employment

Approval of Resignations

Approval of Resolution of Honorable Dismissal

Approval of Revised School Calendar 2016-2017

Mrs. Harper moved to amend the motion to pull the Approval of Resolution of Honorable Dismissal until after closed session, seconded by Mrs. Dwarakanth.

Roll Call: Ayes: Dwaraknath, Harper, Simon, van Gerven, Gordon. Nays: None. Abstain: None. Motion carried.

Discussion

1. Draft Board of Education Meeting Schedule 2016-2017

The Board reviewed a draft calendar of the Board of Education meeting schedule for 2016-2017.

2. Fiscal Year 2016 Amended Budget

Mr. Stanley provided a tentative amended budget for the Board's review. He noted that due to the facilities expansion project and the issuance of working cash bonds, the budget that was adopted in June 2015 must be amended. A public hearing will be held in April for the amended budget.

Action Item

1. Approval of 1:1 Teaching and Learning: Sprague School

Motion by Mrs. Harper, seconded by Mrs. van Gerven, the Board approve the 1:1 Teaching and Learning model at Sprague School.

Roll Call: Ayes: Dwaraknath, Harper, Simon, van Gerven, Gordon. Nays: None. Abstain: None. Motion carried.

2. Approval of Certified and Classified Staffing Plans

Mr. Stanley reviewed details of the 2016-2017 staffing plan updated to reflect the recent decision to delay the construction project until 2017. He also provided a history of the staffing plans from last year and an itemization of changes made during the year.

Motion by Mrs. Harper, seconded by Mr. Gordon, the Board approve the proposed staffing plan for 2016-2017.

Discussion was held on the staffing plan.

Roll Call: Ayes: Harper, Simon, Gordon. Nays: van Gerven. Abstain: Dwaraknath. Motion carried.

3. Approval of Resolution Authorizing and Directing the Abatement and Permanent Transfer of Money from the Working Cash Fund to the Operations and Maintenance Fund

Motion by Mrs. Harper, seconded by Mrs. van Gerven, the Board approve the resolution authorizing and directing the abatement and permanent transfer of money from the working cash fund to the operations and maintenance fund.

Roll Call: Ayes: Dwaraknath, Harper, Simon, van Gerven, Gordon. Nays: None. Abstain: None. Motion carried.

Discussion Items

Mr. Stanley provided information on the costs of the community peers in the Early Childhood program. Discussion was held on adjusting the tuition costs.

Superintendent's Informational Report

Dr. Warren reported both Half Day School and Daniel Wright School have once again been nominated for the National Blue Ribbon Award. The applications have been submitted.

Community Participation

A community member addressed the Board regarding iPad safety settings for students at Half Day School, and the settings the district has recommended.

Executive Session

Motion by Mrs. Harper, seconded by Mrs. van Gerven, the Board go into Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees, and student disciplinary matters.

Roll Call: Ayes: Dwaraknath, Harper, Simon, van Gerven, Gordon. Nays: None. Abstain: None. Motion carried.

The Board moved into Executive Session at 8:55 p.m.

Open Session

The Board reconvened to Open Session at 9:20 p.m.

Action Items

Motion by Mrs. Harper, seconded by Mrs. van Gerven, the Board approve the honorable dismissal of Nancy Blitz and Derek Howell at the end of the 2015-2016 school term for reasons discussed in closed session.

Roll Call: Ayes: Dwaraknath, Harper, Simon, van Gerven, Gordon. Nays: None. Abstain: None. Motion carried.

Motion by Mrs. Harper, seconded by Mrs. Simon, the Board approve the dismissal of substitute teacher Angela Weiner for reasons discussed in closed session.

Roll Call: Ayes: Dwaraknath, Harper, Simon, van Gerven, Gordon. Nays: None. Abstain: None. Motion carried.

Adjournment

Motion by Mrs. Harper, seconded by Mrs. Dwaraknath, to adjourn.

Voice Vote: All ayes. No nays. Motion carried.

The meeting adjourned at 9:35 p.m.

President Board of Education

Secretary Board of Education

Lincolnshire-Prairie View School District 103

1370 N. Riverwoods Road • Lincolnshire, Il 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

BOARD OF EDUCATION EXECUTIVE SESSION MINUTES

Tuesday, March 22, 2016

An Executive Session of the Board of Education Meeting of Lincolnshire-Prairie View School District 103 was held on Tuesday, March 22, 2016 in the Learning Center of Daniel Wright Junior High School located at 1370 N. Riverwoods Road, Lincolnshire, Illinois.

The following Board Members were in attendance:

Gary Gordon, President

Malathy Dwaraknath

Kate Harper

Sandy Simon

Anne van Gerven

Absent: Chris Curtis, Vice President

Sherri Thomas

Also present were:

Dr. Scott Warren, Superintendent

Dan Stanley, Assistant Superintendent for Business/CSBO

Norma Taylor, Board Secretary

Executive Session convened at 9:01 p.m. to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, and student disciplinary matters.

Dr. Warren reported 6th grade student Alex Viner was issued a 2-day in-school suspension.

Dr. Warren discussed the honorable dismissals of Derek Howell and Nancy Blitz.

Dr. Warren informed the Board of the dismissal of substitute teacher Angela Weiner, for irregularities in proctoring PARCC tests.

Dr. Warren, Dan Stanley and Norma Taylor left the meeting at 9:16 p.m.

The Board discussed the Superintendent's mid-year evaluation.

Dr. Warren and Norma Taylor returned to the meeting at 9:19 p.m.

Motion by Mrs. Harper, seconded by Mrs. Simon, to return to Open Session.

Voice Vote: All ayes. No nays. Motion carried.

The meeting reconvened to Open Session at 9:20 p.m.

President Board of Education

Secretary Board of Education

DRAFT



Lincolnshire-Prairie View School District 103

1370 N. Riverwoods Road • Lincolnshire, IL 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

BOARD OF EDUCATION SPECIAL MEETING MINUTES

Tuesday, April 5, 2016

The Board of Education of Lincolnshire-Prairie View School District 103 held a Special Meeting on Tuesday, April 5, 2016 in the Learning Center of Daniel Wright Junior High School located at 1370 N. Riverwoods Road, Lincolnshire, Illinois.

The following Board Members were in attendance:

Gary Gordon, President

Chris Curtis, Vice President

Malathy Dwaraknath

Kate Harper

Sandy Simon

Sherri Thomas

Anne van Gerven

Absent: None

Also present were:

Dr. Scott Warren, Superintendent

Dan Stanley, Assistant Superintendent for Business/CSBO

Katie Reynolds, Assistant Superintendent for Curriculum and Instruction

Julie Postma, Director of Student Services

Michelle Blackley, Principal, Daniel Wright Junior High School

Norma Taylor, Board Secretary

Public: 0

Press: 0

Staff: 9

Call to Order and Roll Call

President Gordon called the meeting to order at 7:04 p.m.

Pledge of Allegiance

Community Participation

There was no community participation at this time.

Public Hearing

President Gordon called the Public Hearing open at 7:05 p.m. to hear testimony/comments regarding the transfer of money from the Operations and Maintenance Fund to the Capital Projects Fund of the School District. He asked the Board for further comments. There were none. He asked the public for any written or oral comments. There were none.

Motion by Mrs. van Gerven, seconded by Mrs. Thomas, to close the hearing.

Voice Vote: All ayes. No nays. Motion carried.

The hearing closed at 7:06 p.m.

Discussion Items

1. Administrator Salaries

Dr. Warren reviewed his recommendation of salary increases for Administrators.

2. Classified Salaries

Dr. Warren reviewed his recommendation of salary increases for classified staff. He noted the recommendation includes a proposal for the classified staff to contribute to health insurance. They are currently the only employee group that does not contribute.

3. Draft Board of Education Meeting Schedule 2016-2017

Dr. Warren reviewed the schedule and discussion was held. The meeting schedule will be approved at the May COW meeting.

4. 1st Reading Press Policies

Dr. Warren reviewed the district policies presented for discussion and review. Discussion was held and proposed changes will be provided at the second reading and submitted for action at the next regular meeting.

Action Items

1. Approval of Early Childhood Fees for 2016-2017

Motion by Mrs. Harper, seconded by Mr. Curtis, the Board approve the community peer tuition fees of \$2,950.00 as presented for 2016-2017.

Roll Call: Ayes: Curtis, Dwaraknath, Harper, Simon, Thomas, van Gerven, Gordon. Nays: None. Motion carried.

2. Resolution Approving Developer Donation Funds for the Improvement of District Sites

Motion by Mrs. Harper, seconded by Mrs. van Gerven, the Board approve the resolution approving developer donation funds for the improvements of district sites.

Roll Call: Ayes: Curtis, Dwaraknath, Harper, Simon, Thomas, van Gerven, Gordon. Nays: None. Motion carried.

3. Approval to Extend the Landscaping Contract with Kelley Landscaping and Patio

Motion by Mrs. Harper, seconded by Mrs. Thomas, the Board approve to extend the landscaping contract with Kelley Landscaping and Patio for the 2016 growing season.

Roll Call: Ayes: Curtis, Dwaraknath, Harper, Simon, Thomas, van Gerven, Gordon. Nays: None. Motion carried.

Community Participation

There was no community participation at this time.

Executive Session

Motion by Mrs. Harper, seconded by Mr. Curtis, the Board go into Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees, and collective negotiating matters.

Roll Call: Ayes: Curtis, Dwaraknath, Harper, Simon, Thomas, van Gerven, Gordon. Nays: None. Motion carried.

The Board moved into Executive Session at 7:48 p.m.

Open Session

The Board reconvened to Open Session 9:50 p.m.

Adjournment

Motion by Mrs. Harper, seconded by Mrs. van Gerven, to adjourn.

Voice Vote: All ayes. No nays. Motion carried.

The meeting adjourned at 9:51p.m.

President Board of Education

Secretary Board of Education

Lincolnshire-Prairie View School District 103

1370 N. Riverwoods Road • Lincolnshire, Il 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

BOARD OF EDUCATION EXECUTIVE SESSION MINUTES

Tuesday, April 5, 2016

An Executive Session of the Board of Education Meeting of Lincolnshire-Prairie View School District 103 was held on Tuesday, April 5, 2016 in the Learning Center of Daniel Wright Junior High School located at 1370 N. Riverwoods Road, Lincolnshire, Illinois.

The following Board Members were in attendance:

Gary Gordon, President

Chris Curtis, Vice President

Malathy Dwaraknath

Kate Harper

Sandy Simon

Sherri Thomas

Anne van Gerven

Absent: None

Also present were:

Dr. Scott Warren, Superintendent

Dan Stanley, Assistant Superintendent for Business/CSBO

John Herrin, Accounts Payable, CSBO Intern

Norma Taylor, Board Secretary

Executive Session convened at 7:54 p.m. to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, and collective negotiating matters.

Dr. Warren noted Mr. Herrin is present in Executive Session because he is completing an internship to receive his CSBO endorsement and attends contract negotiations.

Mr. Stanley provided financial information of the district's revenues and expenditures, salaries, insurance, stipends, substitute teachers and other financial data. Discussion was held with respect to collective negotiating matters.

Mr. Stanley and John Herrin left the meeting at 9:17 p.m.

The Board discussed the Daniel Wright Administrative Team of Michelle Blackley, Melody Littlefair and Tom Herion with respect to recent PARCC testing for the students who were in the class of the substitute teacher who was dismissed.

Dr. Warren presented each Administrator's goals. The Board chose to review the materials for discussion at the next closed meeting.

Dr. Warren and Norma Taylor left the meeting at 9:37 p.m.

The Board discussed the Superintendent's evaluation.

Dr. Warren and Norma Taylor returned to the meeting at 9:49 p.m.

Motion by Mrs. Simon, seconded by Mrs. Dwaraknath, to return to Open Session.

Voice Vote: All ayes. No nays. Motion carried.

The meeting reconvened to Open Session at 9:50 p.m.

President Board of Education

Secretary Board of Education

Bills Payable (Fund Summary)

Printed: 4/14/2016 1:46 PM
Lincolnshire-Prairie View SD #103

Fund Code	Description	Amount
10	Education Fund	128,976.28
20	Oper, Build, & Maint Fund	30,333.12
30	Debt Service Fund or Fund Group	27,943.75
40	Transportation Fund	5,232.40
60	Capital Projects Fund or Fund Group	10,811.07
Report Total		<u><u>\$203,296.62</u></u>

Bills Payable List

Printed: 4/14/2016 3:47 PM
 Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
ADLAI E STEVENSON HIGH SCHOOL					
		DW ORCHESTRA/CHORUS HOST	4	430.00	10-1190-390
				<u>\$430.00</u>	
ADLER, CHRISTINE					
		REIMB STUD AWARDS - SP	4	17.00	10-2215-410
		REIMB STAFF MTG FOOD	4	29.97	10-2410-410
				<u>\$46.97</u>	
AMALGAMATED BANK OF CHICAGO					
		2015B GO BONDS INTEREST	4	27,943.75	30-5220-620
				<u>\$27,943.75</u>	
AMAZON					
0000010343		LINCOLN DVD	4	11.22	10-2220-490
0000010344		AGATHA CHRISTIE BKS	4	53.94	10-2220-490
0000010344		AGATHA CHRISTIE BKS	4	68.55	10-2220-490
0000010347		SPED PHYS ASSISTIVE DEVICE	4	12.92	10-1200-410
0000010366		SPANISH BOOKS	4	2.99	10-1111-413
0000010366		SPANISH BOOKS	4	7.99	10-1111-413
0000010366		SPANISH BOOKS	4	15.75	10-1111-413
0000010366		SPANISH BOOKS	4	38.91	10-1111-413
0000010366		SPANISH BOOKS	4	111.61	10-1111-413
0000010376		BARCODE SCANNER & STAND	4	29.99	10-2520-410
0000010377		LITERATURE ORGANIZER	4	16.99	10-1111-410
0000010377		LITERATURE ORGANIZER	4	77.88	10-1111-410
0000010381		WALL BARRIER	4	32.99	10-1200-410
0000010383		HEADPHONES (18)	4	358.02	10-1120-413
0000010383		HEADPHONES (27)	4	537.03	10-1120-413
0000010388		CLASSROOM SUPPLIES	4	6.09	10-1111-410
0000010388		CLASSROOM SUPPLIES	4	31.95	10-1111-410
0000010388		CLASSROOM SUPPLIES	4	44.95	10-1111-410
0000010389		SPHERO SPRK EDITION	4	140.48	10-1111-410
0000010390		FACE PAINT & BRUSHES	4	5.51	10-1111-410
0000010390		FACE PAINT & BRUSHES	4	39.99	10-1111-410
0000010391		WHITE T-SHIRTS SIZE L	4	6.99	10-1111-414
0000010391		WHITE T-SHIRTS SIZE L	4	59.92	10-1111-414
0000010392		CLASSROOM BOOKS	4	13.59	10-1111-417
0000010392		CLASSROOM BOOKS	4	26.85	10-1111-417
0000010392		CLASSROOM BOOKS	4	124.20	10-1111-417
0000010393		CLASSROOM BOOKS	4	11.98	10-1111-417
0000010393		CLASSROOM BOOKS	4	25.95	10-1111-417
0000010393		CLASSROOM BOOKS	4	42.53	10-1111-417
0000010393		CLASSROOM BOOKS	4	60.16	10-1111-417
0000010394		PE CLASSROOM SUPPLIES	4	35.12	10-1150-410
0000010394		PE CLASSROOM SUPPLIES	4	38.95	10-1150-410
0000010394		PE CLASSROOM SUPPLIES	4	51.59	10-1150-410
0000010403		GAMES, CRAFT SUPPLIES	4	79.60	10-3500-410
0000010403		GAMES, CRAFT SUPPLIES	4	83.20	10-3500-410
0000010403		GAMES, CRAFT SUPPLIES	4	126.72	10-3500-410
0000010403		GAMES, CRAFT SUPPLIES	4	163.66	10-3500-410

Bills Payable List

Printed: 4/14/2016 3:47 PM
 Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
	0000010405	CLASSROOM BOOKS	4	135.03	10-1111-417
	0000010406	CLASSROOM SUPPLIES	4	9.99	10-1111-410
	0000010406	CLASSROOM SUPPLIES	4	43.36	10-1111-410
	0000010406	CLASSROOM SUPPLIES	4	48.71	10-1111-410
	0000010406	CLASSROOM SUPPLIES	4	126.21	10-1111-410
	0000010407	CLASSROOM BOOKS	4	4.93	10-1111-417
	0000010407	CLASSROOM BOOKS	4	15.99	10-1111-417
	0000010407	CLASSROOM BOOKS	4	15.99	10-1111-417
	0000010407	CLASSROOM BOOKS	4	126.92	10-1111-417
	0000010429	GR 1 SPANISH SUPPLIES	4	4.93	10-1111-413
	0000010429	GR 1 SPANISH SUPPLIES	4	14.95	10-1111-413
	0000010429	GR 1 SPANISH SUPPLIES	4	32.86	10-1111-413
	0000010429	GR 1 SPANISH SUPPLIES	4	37.50	10-1111-413
	0000010429	GR 1 SPANISH SUPPLIES	4	66.73	10-1111-413
	0000010429	GR 1 SPANISH SUPPLIES	4	86.69	10-1111-413
	0000010364	LANG LEARNING BOOKS	4	15.58	10-1111-417
	0000010364	LANG LEARNING BOOKS	4	16.42	10-1111-417
	0000010364	LANG LEARNING BOOKS	4	31.50	10-1111-417
				\$3,431.05	
ANHALT, SUSAN					
		REIMB RETIREE INSURANCE	4	1,758.50	10-1111-225
				\$1,758.50	
AV2 BOOKS					
	0000010367	SPANISH BOOKS (14)	4	398.79	10-1111-413
				\$398.79	
BEACON PLACE COMMUNITY CENT					
		WORLD READ ALOUD DONATN	4	257.05	10-2220-410
				\$257.05	
BENO, STEVEN					
		REIMB SCI LAB SUPPLIES	4	104.18	10-1120-415
				\$104.18	
BERCOS EDUCATIONAL CONSULTII					
		SPED CONSULTING	4	529.64	10-2140-314
				\$529.64	
BROOKFIELD ZOO					
		BUS PARKING	4	60.00	10-1111-390
				\$60.00	
BUCKARDT, NAN					
		REIMB SCI OLY SUPPLIES	4	77.53	10-1550-410
		REIMB SCI OLY TRAVEL	4	1,046.87	10-1550-332
				\$1,124.40	
BUCKLEY, MARY ELLEN					
		REIMB SCI OLY SUPPLIES	4	78.89	10-1550-410
		REIMB SCI OLY TRAVEL	4	731.38	10-1550-332
		REIMB SCI OLY TRAVEL	4	1,374.96	10-1550-332
				\$2,185.23	

Bills Payable List

Printed: 4/14/2016 3:47 PM
Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
CAO, HONGGANG					
		REIMB SCI OLY SUPPLIES	4	86.31	10-1550-410
				<u>\$86.31</u>	
CAPELLI, SOPHIE					
		REIMB SCI BOWL SUPPL - LFF	4	99.82	10-2215-410
				<u>\$99.82</u>	
CAPITOL GRAPHICS & PROMOTION					
0000010296		CUSTOM ENVELOPES	4	182.55	10-2520-360
				<u>\$182.55</u>	
CARGILL					
		DISTRICT ICE SALT	4	1,772.78	20-2540-410
				<u>\$1,772.78</u>	
CAROLINA BIOLOGICAL SUPPLY CO					
0000010385		SCIENCE SUPPLIES	4	292.57	10-1111-415
				<u>\$292.57</u>	
CHEMERS, DENA					
		REIMB WORLD FAIR SUPPLIES	4	37.99	10-1112-416
				<u>\$37.99</u>	
CHICAGO KILN SERVICE					
		KILN REPAIR	4	260.00	10-2540-319
				<u>\$260.00</u>	
CINTAS					
		CUSTODIAL SUPPLIES	4	107.99	20-2540-410
		RETURNED MERCHANDISE	4	(30.95)	20-2540-410
				<u>\$77.04</u>	
CLASSROOM CONNECTION					
		PRIVATE SCHOOL TUITION	4	6,801.24	10-1912-670
				<u>\$6,801.24</u>	
CLAY, REBECCA					
		REIMB SOC STUD SUPPLIES	4	75.58	10-1111-416
				<u>\$75.58</u>	
COIRIER, LAURA					
		REIMB SCI OLY SUPPLIES	4	10.83	10-1550-410
		REIMB SCI OLY TRAVEL	4	16.63	10-1550-332
				<u>\$27.46</u>	
CONSTELLATION ENERGY SERVICE					
		ELECTRICITY - SP	4	2,522.15	10-2540-466
		ELECTRICITY - HD	4	2,205.39	10-2540-466
		ELECTRICITY - DW	4	9,510.28	10-2540-466
				<u>\$14,237.82</u>	
CONSTELLATION ENERGY SERVICE					
		NATURAL GAS - DW	4	3,742.52	10-2540-465
		NATURAL GAS - HD	4	2,494.88	10-2540-465
		NATURAL GAS - SP	4	2,354.34	10-2540-465
				<u>\$8,591.74</u>	
CRITICAL THINKING CO., THE					

Bills Payable List

Printed: 4/14/2016 3:47 PM
Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
	0000010396	MATH TEACHING AIDS	4	71.45	10-1111-417
				<u>\$71.45</u>	
CUSTOM SOLUTIONS					
		SPED ASSISTIVE DEV CONSULT	4	2,940.82	10-1200-314
		SPED ASSISTIVE DEV CONSULT	4	3,172.51	10-1200-314
				<u>\$6,113.33</u>	
DEMCO					
	0000010345	LIBRARY SUPPLIES	4	66.01	10-2220-410
				<u>\$66.01</u>	
ENABLING DEVICES					
	0000010435	SPED TEACHING AIDS	4	321.90	10-1200-410
				<u>\$321.90</u>	
ERICKSON, CHRIS					
		REIMB BKKEEPR CONF TRVL	4	47.59	10-2520-312
		REIMB 1099 DLVRY TRAVEL	4	3.24	10-2520-312
				<u>\$50.83</u>	
FACE TO FACE PRODUCTIONS					
		HONEST ABE PRESENTATION	4	445.00	10-1112-314
				<u>\$445.00</u>	
Feld, Monica					
		REIMB READ ALOUD ART SUPPL	4	9.40	10-1111-419
		REIMB ART EDU CONF REG	4	188.00	10-2211-390
				<u>\$197.40</u>	
Ferron, Diane					
		REIMB CLASSROOM SUPPLIES	4	250.00	10-1111-410
				<u>\$250.00</u>	
FIRST STUDENT INC					
		NORTHWESTERN U BUS - DW	4	404.00	40-2550-339
				<u>\$404.00</u>	
FLEET US					
		ATHLETIC FIELD PAINT	4	102.00	20-2540-410
				<u>\$102.00</u>	
FLINN SCIENTIFIC INC.					
	0000010319	SCIENCE SUPPLIES	4	484.02	10-1120-415
				<u>\$484.02</u>	
FOLLETT SCHOOL SOLUTIONS					
	0000010323	LIBRARY BOOKS - SP	4	175.18	10-2220-430
	0000010323	LIBRARY BOOKS - SP	4	1,384.34	10-2220-430
	0000010328	LIBRARY BOOKS - SP	4	608.93	10-2220-430
	0000010328	LIBRARY BOOKS - SP	4	107.34	10-2220-430
	0000010332	LIBRARY BOOKS	4	21.98	10-2220-430
	0000010332	LIBRARY BOOKS	4	1,135.37	10-2220-430
	0000010333	LIBRARY BOOKS	4	613.45	10-2220-430
	0000010346	PROF LIBRARY BKS (9)	4	153.36	10-2220-490
	0000010279	SCIENCE CURRICULUM BKS	4	997.27	10-1100-420
				<u>\$5,197.22</u>	

Bills Payable List

Printed: 4/14/2016 3:47 PM
Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
FORECAST5 ANALYTICS INC					
		5CAST SUBSCRIPTION	4	9,000.00	10-2520-392
				<u>\$9,000.00</u>	
FOX RIVER FOODS INC.					
		103 CLUB FOOD	4	976.61	10-3500-410
		103 CLUB FOOD	4	1,500.16	10-3500-410
		103 CLUB FOOD	4	836.63	10-3500-410
				<u>\$3,313.40</u>	
FRIEDLI, HELEN					
		REIMB CLASSROOM BOOKS	4	175.00	10-1111-417
				<u>\$175.00</u>	
GALE/CENGAGE LEARNING					
		LIBRARY BOOKS	4	469.05	10-2220-430
		LIBRARY BOOKS	4	398.34	10-2220-430
				<u>\$867.39</u>	
Gartside, Geraldine					
		REIMB ERINS LAW WKSHP TRVL	4	39.96	10-2211-312
		REIMB ERINS LAW SEM REG	4	50.00	10-2211-312
				<u>\$89.96</u>	
GARVEYS OFFICE PRODUCTS					
0000010404		OFFICE SUPPLIES	4	382.33	10-2310-410
				<u>\$382.33</u>	
GENESIS TECHNOLOGIES					
		COPIER MAINT AGREEMENT	4	1,770.55	10-2410-325
				<u>\$1,770.55</u>	
GENESIS TECHNOLOGIES					
		COPIER LEASE	4	3,614.43	10-2410-325
				<u>\$3,614.43</u>	
GEWALT HAMILTON ASSOC INC					
		SURVEYING	4	1,130.00	20-2540-500
				<u>\$1,130.00</u>	
GRAPHIC 14 INCORPORATED					
0000010378		COPY PAPER	4	127.72	10-2520-412
				<u>\$127.72</u>	
GREAT LAKES COCA COLA DISTRIE					
		SODA/WATER - SP	4	268.32	10-2310-410
		SODA/WATER - DW	4	398.40	10-2310-410
		SODA/WATER - SP	4	298.00	10-2310-410
				<u>\$964.72</u>	
HAFNER, TONY					
		REIMB SCI LAB SUPPLIES	4	66.78	10-1120-415
				<u>\$66.78</u>	
HARDING MECHANICAL					
		HVAC REPAIR - DW	4	1,659.32	20-2540-329
		HVAC REPAIR - DW	4	944.80	20-2540-329
		HVAC REPAIR - SP	4	557.08	20-2540-329

Bills Payable List

Printed: 4/14/2016 3:47 PM
 Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
		HVAC REPAIR - DW	4	2,367.52	20-2540-329
				<u>\$5,528.72</u>	
HEARTLAND HEALTH OUTREACH C					
		TRANSLATION SERVICES	4	22.75	10-1200-314
		TRANSLATION SERVICES	4	668.52	10-1200-314
				<u>\$691.27</u>	
HOLZMAN, RANDY					
		REIMB ERINS LAW WKSHP TRVL	4	40.72	10-2211-312
		REIMB ERINS LAW SEM REG	4	50.00	10-2211-312
				<u>\$90.72</u>	
HOME DEPOT CREDIT SERVICES					
		SHOP SUPPLIES	4	33.91	20-2540-410
		SHOP SUPPLIES	4	33.97	20-2540-410
		SHOP SUPPLIES	4	29.97	20-2540-410
		SHOP SUPPLIES	4	4.47	20-2540-410
				<u>\$102.32</u>	
HOOVER, CHRISTINE					
		REIMB IL DAYS SUPPLIES	4	74.81	10-1112-416
				<u>\$74.81</u>	
HORWITZ, STACEY					
		REFUND FOUND LIB BK	4	15.00	10-1790
				<u>\$15.00</u>	
HOUGHTON MIFFLIN HARCOURT					
		COGAT TESTING SUPPLIES	4	787.50	10-2230-410
				<u>\$787.50</u>	
HURST, HILLARY					
		REIMB SPANISH PROJ SUPPL	4	49.80	10-1120-413
				<u>\$49.80</u>	
ICE SNOW REMOVAL & LANDSCAPI					
		DISTRICT SNOW REMOVAL	4	2,408.00	20-2540-322
				<u>\$2,408.00</u>	
ILLINOIS OFFICE OF THE STATE FIR					
		AIR TANK PRESSURE TEST	4	70.00	20-2540-329
				<u>\$70.00</u>	
INTEGRATED SYSTEMS CORP					
		SKYWARD HOSTING	4	400.00	10-2660-392
				<u>\$400.00</u>	
JESSE WHITE TUMBLING TEAM					
		ASSEMBLY PERFORMANCE	4	850.00	10-2211-314
				<u>\$850.00</u>	
KAHN, ELEANOR					
		REIMB ICE CONF TRAVEL	4	42.34	10-2211-390
		REIMB CLASSROOM SUPPLIES	4	124.10	10-1111-410
		REIMB CLASSROOM BOOKS	4	23.94	10-1111-417
		REIMB CLASSRM PROJ SUPPL	4	158.20	10-1111-414

Bills Payable List

Printed: 4/14/2016 3:47 PM
 Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
				<u>\$348.58</u>	
KIM, SUEANNE		REIMB SCI OLY SUPPLIES	4	88.25	10-1550-410
				<u>\$88.25</u>	
KORAH, HEATHER		REIMB CLASSROOM SUPPLIES	4	60.95	10-1111-410
				<u>\$60.95</u>	
LAKE COOK DISTRIBUTORS	0000010371	HD LIBRARY BOOKS - PTO	4	352.66	10-2215-410
				<u>\$352.66</u>	
LAKE COUNTY EDUCATIONAL SERI		COACH WKSHP REG - SVASEY	4	100.00	10-2211-390
				<u>\$100.00</u>	
LAKE COUNTY SUPERINTENDENTS		FALL LEADERSHIP CONF REG	4	400.00	10-2320-312
				<u>\$400.00</u>	
LAKESHORE LEARNING MATERIAL:	0000010294	MATH TEACHING AIDS	4	65.53	10-1111-410
	0000010410	MATH TEACHING AIDS	4	103.47	10-1111-410
				<u>\$169.00</u>	
LAPIN, HEATHER		REIMB CLASSROOM SUPPLIES	4	112.67	10-1111-410
		REIMB CLASSRM PROJ SUPPL	4	85.78	10-1111-414
		REIMB CLASSROOM BOOKS	4	53.42	10-1111-417
		REIMB CLASSROOM SUPPLIES	4	52.39	10-1111-410
		REIMB CLASSRM PROJ SUPPL	4	141.61	10-1111-414
		REIMB CLASSROOM SUPPLIES	4	25.64	10-1111-410
		REIMB CLASSROOM BOOKS	4	121.81	10-1111-417
				<u>\$593.32</u>	
LECHNER & SONS		TOWEL SERVICE	4	120.00	10-1500-392
		TOWEL SERVICE	4	120.00	10-1500-392
		TOWEL SERVICE	4	120.00	10-1500-392
		TOWEL SERVICE	4	120.00	10-1500-392
		TOWEL SERVICE	4	120.00	10-1500-392
		TOWEL SERVICE	4	120.00	10-1500-392
				<u>\$720.00</u>	
LEONARD, EMILY		DANCE PROGRAMMING	4	1,544.55	10-2210-314
				<u>\$1,544.55</u>	
Lighthall, Mary		REIMB RETIREE INSURANCE	4	4,222.16	10-1190-225
				<u>\$4,222.16</u>	
LINCOLNSHIRE, VILLAGE OF		WATER/SEWER - SP	4	646.61	10-2540-370
		WATER/SEWER - TRANS	4	76.30	10-2540-370

Bills Payable List

Printed: 4/14/2016 3:47 PM
Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
		WATER/SEWER - DW	4	804.67	10-2540-370
		WATER/SEWER - HD	4	680.48	10-2540-370
				<u>\$2,208.06</u>	
Lindell, Lisa		REIMB CLASSROOM SUPPLIES	4	102.57	10-1111-410
		REIMB CLASSROOM SUPPLIES	4	99.78	10-1111-410
				<u>\$202.35</u>	
LITTLEFAIR, MELODY		REIMB OUTDOOR ED TRAVEL	4	104.78	10-1120-332
				<u>\$104.78</u>	
Lunardi, Laura		REIMB CLASSROOM BOOKS	4	108.76	10-1111-417
		REIMB CLASSRM PROJ SUPPL	4	131.29	10-1111-414
				<u>\$240.05</u>	
LYMAN, JANET		REIMB SCI OLY SUPPLIES	4	51.53	10-1550-410
		REIMB SCI OLY TRAVEL	4	16.63	10-1550-332
				<u>\$68.16</u>	
MARKOS, CHARLES		LAUNCH GLIDER KIT - SO	4	25.00	10-1550-410
				<u>\$25.00</u>	
Mau, Jill		REIMB STAFF MTG FOOD	4	35.28	10-2410-410
				<u>\$35.28</u>	
MERCHEN, MEGAN		REIMB CLASSROOM SUPPLIES	4	95.39	10-1111-410
		REIMB CLASSROOM BOOKS	4	166.34	10-1111-417
				<u>\$261.73</u>	
MIDWEST ENVIRONMENTAL CONSU		INDOOR AIR QUALITY TEST	4	5,500.00	20-2540-500
				<u>\$5,500.00</u>	
Miller, Lauren		REIMB CLASSROOM SUPPLIES	4	7.08	10-1111-410
				<u>\$7.08</u>	
Muller, Christina		REIMB CLASSRM PROJ SUPPL	4	119.42	10-1111-414
				<u>\$119.42</u>	
MUSIC & ARTS CENTER					
	0000010321	INSTRUMENTS, PARTS	4	347.00	10-1190-410
				<u>\$347.00</u>	
MUSIC IN MOTION					
	0000010340	RETURNED MERCHANDISE	4	(69.90)	10-1190-410
	0000010340	MUSIC SUPPLIES	4	308.83	10-1190-410
	0000010360	MUSIC	4	51.85	10-1111-417
				<u>\$290.78</u>	
NERDS INC					

Bills Payable List

Printed: 4/14/2016 3:47 PM
Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
	0000010277	ROCKET LAUNCHER - SO - DW	4	374.00	10-2215-410
				<u>\$374.00</u>	
NETWORK SERVICES COMPANY					
		CUSTODIAL SUPPLIES	4	870.32	20-2540-410
		CUSTODIAL SUPPLIES	4	8.29	20-2540-410
		CUSTODIAL SUPPLIES	4	67.84	20-2540-410
		CUSTODIAL SUPPLIES	4	56.02	20-2540-410
		CUSTODIAL SUPPLIES	4	2,971.54	20-2540-410
				<u>\$3,974.01</u>	
NORDHAUS, PAUL					
		REIMB NSTA CONF REG	4	383.00	10-2211-390
		REIMB CLASSROOM SUPPLIES	4	66.80	10-1120-415
				<u>\$449.80</u>	
NYKIEL, CINDY					
		REIMB STUD AWARDS - SP	4	16.99	10-2215-410
				<u>\$16.99</u>	
OHARA, LORI					
		REIMB STUD ABSNT SEM TRVL	4	15.98	10-2211-312
				<u>\$15.98</u>	
ORLOFF, JULIE					
		REIMB CLASSRM PROJ SUPPL	4	53.51	10-1111-414
				<u>\$53.51</u>	
PACKOVSKIS, SLAVA & JULIA					
		REFUND FDK DEPOSIT	4	500.00	10-1311
				<u>\$500.00</u>	
PADDOCK PUBLICATIONS					
		FUND TRANSFER AD	4	52.90	10-2520-360
				<u>\$52.90</u>	
PATTEN INDUSTRIES					
		SNOW PLOW LEASE	4	3,950.00	20-2540-325
				<u>\$3,950.00</u>	
PEAK PLUMBING & MECHANICAL					
		RPZ INSPECTION, REPAIR	4	2,286.83	20-2540-329
				<u>\$2,286.83</u>	
PEARSON EDUCATION					
	000009864	COMM COR WRKBKS (180)	4	2,016.52	10-1112-418
	000009864	RETURNED MERCHANDISE	4	(198.93)	10-1112-418
	000009864	RETURNED MERCHANDISE	4	(366.45)	10-1112-418
	000009865	COMM COR WRKBKS (150)	4	1,680.44	10-1112-418
	000009864	RETURNED MERCHANDISE	4	(952.77)	10-1112-418
	000009864	RETURNED MERCHANDISE	4	(335.04)	10-1112-418
				<u>\$1,843.77</u>	
PIECES OF LEARNING					
	0000010386	TEACHING AIDS	4	160.00	10-1111-410
				<u>\$160.00</u>	
PRO-ED					

Bills Payable List

Printed: 4/14/2016 3:47 PM
Lincolnshire-Prairie View SD #103

Vendor Name				
P.O. Number	Description	Batch #	Amount	State Account Number
0000010314	LANGUAGE TEACHING AIDS	4	50.55	10-1111-410
0000010363	TESTING SUPPLIES	4	743.49	10-2150-410
			<u>794.04</u>	
QUEST FOOD MANAGEMENT SERVI				
	CPR CLASS FOOD	4	79.50	10-2130-390
	ETA DAY VOLUNTEER LUNCH	4	467.50	10-2211-314
			<u>547.00</u>	
QUILL CORPORATION				
	TONER CARTRIDGES (5)	4	874.75	10-2660-414
0000010348	MASKING TAPE, SCISSORS	4	179.80	10-3500-410
0000010349	OFFICE SUPPLIES	4	148.04	10-2410-410
0000010359	OFFICE SUPPLIES	4	271.51	10-2410-410
0000010401	CLASSROOM SUPPLIES	4	5.39	10-1111-410
0000010401	CLASSROOM SUPPLIES	4	90.49	10-1111-410
0000010401	CLASSROOM SUPPLIES	4	106.88	10-1111-410
0000010401	CLASSROOM SUPPLIES	4	24.27	10-1111-410
			<u>1,701.13</u>	
QUINLAN & FABISH MUSIC				
	EUPHONIUM REPAIR	4	107.00	10-1190-319
	SAX REPAIR	4	112.94	10-1190-319
0000010334	DRUM SET	4	533.00	10-1190-700
0000010351	MUSIC BOOK	4	8.95	10-1190-410
0000010419	TROMBONE MOUTHPIECE	4	27.96	10-1190-410
			<u>789.85</u>	
RAINBOW BOOK COMPANY				
0000010243	LIBRARY BOOKS	4	1,203.63	10-2220-430
			<u>1,203.63</u>	
REALLY GOOD STUFF				
0000010341	CLASSRM MAIL CENTER	4	170.99	10-1111-410
0000010412	TEACHING AIDS	4	53.93	10-1111-410
			<u>224.92</u>	
RICKERT, KRISTINE				
	REIMB ATHLETIC SUPPLIES	4	42.73	10-1500-410
			<u>42.73</u>	
RICOH AMERICAS CORP				
	COPIER LEASE - ADMIN	4	191.74	10-2520-325
	COPIER LEASE - ADMIN	4	191.74	10-2520-325
	COPIER LEASE - DW	4	119.13	10-2410-325
	COPIER LEASE - DW	4	119.13	10-2410-325
	COPIER LEASE - HD	4	119.13	10-2410-325
	COPIER LEASE - HD	4	119.13	10-2410-325
			<u>860.00</u>	
RICOH USA INC.				
	COLOR COPIES - DW	4	59.32	10-2410-325
	COLOR COPIES - HD	4	24.38	10-2410-325
	COLOR COPIES - ADMIN	4	213.67	10-2410-325

Bills Payable List

Printed: 4/14/2016 3:47 PM
Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
				<u>\$297.37</u>	
Ristow, Rebekka		REIMB CLASSROOM SUPPLIES	4	67.87	10-1112-410
				<u>\$67.87</u>	
ROLER, JO ANNE		REIMB RETIREE INSURANCE	4	1,583.31	10-1120-225
				<u>\$1,583.31</u>	
Salzman, Audrey		REIMB READ ALOUD ART SUPPL	4	20.40	10-1111-419
				<u>\$20.40</u>	
SAMS CLUB		PROJECT SUPPLIES	4	37.36	10-3500-410
				<u>\$37.36</u>	
SCARIANO HIMES & PETRARCA		LEGAL SERVICES	4	7,434.00	10-2310-318
				<u>\$7,434.00</u>	
SCHOLASTIC BOOK CLUBS					
0000010428		LIBRARY BOOKS	4	12.00	10-2220-430
0000010428		LIBRARY BOOKS	4	27.00	10-2220-430
0000010428		LIBRARY BOOKS	4	15.00	10-2220-430
				<u>\$54.00</u>	
SCHOLASTIC					
0000010402		SCHOLASTIC NEWS SUBSCR	4	125.24	10-1111-416
				<u>\$125.24</u>	
SCHOOL SPECIALTY					
0000010293		CLASSROOM SUPPLIES	4	104.98	10-1111-410
0000010315		ART SUPPLIES	4	231.48	10-1111-411
0000010322		CLASSROOM SUPPLIES	4	249.90	10-1120-410
0000010324		PENCIL SHARPENERS	4	80.38	10-1120-410
0000010325		CLASSROOM SUPPLIES	4	67.65	10-1120-410
0000010327		CLASSROOM SUPPLIES	4	66.45	10-1120-410
0000010342		CLASSROOM SUPPLIES	4	94.40	10-1111-410
0000010352		CLASSROOM SUPPLIES	4	249.49	10-1120-410
0000010353		CLASSROOM SUPPLIES	4	58.60	10-1120-410
0000010413		CLASSROOM SUPPLIES	4	69.97	10-1111-410
				<u>\$1,273.30</u>	
SCHREURS, PETER					
		REIMB CLASSROOM SUPPLIES	4	250.00	10-1111-410
		REIMB CLASSRM PROJ SUPPL	4	383.36	10-1111-414
		REIMB CLASSROOM BOOKS	4	174.00	10-1111-417
				<u>\$807.36</u>	
Shanley, Kara					
		REIMB ERINS LAW SEM REG	4	50.00	10-2211-312
		REIMB ERINS LAW WKSHP TRVL	4	39.10	10-2211-312
				<u>\$89.10</u>	
SHELL					

Bills Payable List

Printed: 4/14/2016 3:47 PM
Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
		FUEL - O&M	4	231.29	20-2540-464
		FUEL - TRANS	4	4,798.60	40-2550-464
				<u>\$5,029.89</u>	
SHERIDAN AUTO PARTS					
		LIGHT BULBS	4	29.80	40-2550-490
				<u>\$29.80</u>	
Smith, Carol					
		REIMB LITERACY CONF TRVL	4	27.00	10-2211-390
				<u>\$27.00</u>	
SMITH, SUSAN					
		REIMB STEM SUPPLIES	4	52.44	10-1120-415
				<u>\$52.44</u>	
SPECIALIZED DATA SYSTEMS					
		SDS PO FORMAT CHANGE	4	75.00	10-2520-392
				<u>\$75.00</u>	
SPEECH PATH SPECIALISTS					
		SPEECH/LANG SERVICES	4	9,000.00	10-2150-314
				<u>\$9,000.00</u>	
Spurrier, Jessica					
		REIMB CLASSROOM SUPPLIES	4	141.91	10-1111-410
				<u>\$141.91</u>	
STANDARD & POORS					
		DEBT CERT RATING	4	10,125.00	60-2530-500
				<u>\$10,125.00</u>	
STATE INDUSTRIAL PRODUCTS					
		DRAIN MAINT SUPPLIES	4	150.00	20-2540-410
				<u>\$150.00</u>	
Steinhaus, Kari					
		REIMB BKKEEPR CONF TRVL	4	47.59	10-2520-312
				<u>\$47.59</u>	
SUDDATH RELOCATION SYSTEMS					
		STORAGE UNIT RENTAL	4	300.00	20-2540-325
				<u>\$300.00</u>	
SUNDANCE NEWBRIDGE PUBLISHII					
	0000010415	CLASSROOM BOOKS	4	90.86	10-1111-417
				<u>\$90.86</u>	
SUNSET FOODS					
		FACS CLASS FOOD	4	160.11	10-1120-411
		FACS CLASS FOOD	4	194.88	10-1120-411
				<u>\$354.99</u>	
TACTICAL SECURITY					
		VOTING SECURITY	4	924.00	20-2540-329
				<u>\$924.00</u>	
TANABE-PIAZZA, NATSUKI					
		BI-LINGUAL PSYCH CONSULT	4	1,180.00	10-2140-314

Bills Payable List

Printed: 4/14/2016 3:47 PM
Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
				<u>\$1,180.00</u>	
TRAXLER, SUE		REIMB RETIREE INSURANCE	4	791.70	10-1120-225
				<u>\$791.70</u>	
TREMCO		ROOF REPAIR - DW	4	626.13	20-2540-329
				<u>\$626.13</u>	
UNITED ART & EDUCATION					
000010417		PE SUPPLIES - SP	4	338.88	10-1150-410
				<u>\$338.88</u>	
UPS		POSTAGE	4	3.55	10-2520-342
		POSTAGE	4	15.33	10-2520-342
				<u>\$18.88</u>	
URBAN GATEWAYS		SLAM POETRY PRESENT	4	500.00	10-2211-314
				<u>\$500.00</u>	
VANI, SUE		REIMB CLASSROOM SUPPLIES	4	250.00	10-1111-410
		REIMB CLASSRM PROJ SUPPL	4	336.00	10-1111-414
		REIMB CLASSROOM BOOKS	4	93.30	10-1111-417
		REIMB SOC STUD PROJ SUPL	4	47.19	10-1111-416
		REIMB MATH PROJ SUPPL	4	111.40	10-1111-418
		REIMB CLASS STORAGE BINS	4	72.00	10-1111-419
		REIMB SCIENCE PROJ SUPPL	4	26.50	10-1111-415
				<u>\$936.39</u>	
VAZQUEZ, JENNIFER		REIMB TUITION	4	704.00	10-1112-230
				<u>\$704.00</u>	
VENKATREDDY, MURAHARI		REFUND FDK DEPOSIT	4	500.00	10-1311
				<u>\$500.00</u>	
Verschoor, Kathy		REIMB OFFICE SUPL, COFFEE	4	49.51	10-2410-410
				<u>\$49.51</u>	
VIRCO		STUDENT CHAIRS	4	258.05	10-1120-419
				<u>\$258.05</u>	
WARD, ALLYSON		REIMB CLASSROOM SUPPLIES	4	169.26	10-1111-410
		REIMB CLASSRM PROJ SUPPL	4	278.14	10-1111-414
		REIMB CLASSROOM BOOKS	4	22.20	10-1111-417
				<u>\$469.60</u>	
WAREHOUSE DIRECT					
000010354		CLASSROOM SUPPLIES	4	11.05	10-1120-410
000010354		CLASSROOM SUPPLIES	4	144.86	10-1120-410

Bills Payable List

Printed: 4/14/2016 3:47 PM
 Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
				<u>\$155.91</u>	
WIGHT		ARCHITECT REIMBURSEABLES	4	686.07	60-2530-500
				<u>\$686.07</u>	
WILCOX, RUTH		REIMB SCIENCE PROJ SUPPL	4	135.49	10-1112-415
				<u>\$135.49</u>	
WILLIAMS, PENELOPE		REIMB NURSE SUPPLIES	4	35.85	10-2130-410
				<u>\$35.85</u>	
WILSNACK, MIRIAM		REIMB RETIREE INSURANCE	4	1,583.31	10-1120-225
				<u>\$1,583.31</u>	
WOODYS TREE SERVICE INC		REMOVE STORM DMG TREES	4	1,200.00	20-2540-329
				<u>\$1,200.00</u>	
YANG, LIJUN		REFUND OVERPAID FEES	4	52.77	10-403
				<u>\$52.77</u>	
			Report Total	<u><u>\$203,296.62</u></u>	

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:51 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
MASTERCARD CORPORATE CLIE								
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - A PARTS								
4760	40-2550-490	SPED BUS SEAT	3161		03/31/2016	100557	142.00	40-2550-490
							\$142.00	A PARTS
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - AGA SERVICE COMI								
4690	10-2320-312	SCI BOWL TRAVEL - AHAFNER	3161		03/31/2016	100557	19.25	10-2320-312
							\$19.25	AGA SERVICE COMPANY
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - AMAZON MKTPLAC								
9290	10-1120-419	CLASSROOM BOOKS/DVDS	3161		03/31/2016	100557	95.88	10-1120-419
9290	10-1120-419	ELA BOOK	3161		03/31/2016	100557	9.73	10-1120-419
9290	10-2410-410-3	OFFICE SUPPLIES	3161		03/31/2016	100557	36.88	10-2410-410
							\$142.49	AMAZON MKTPLACE PMTS
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - Amazon.com								
4740	10-1112-410	CLASSROOM BOOKS	3161		03/31/2016	100557	42.00	10-1112-410
4740	10-1112-415	SCIENCE SUPPLIES	3161		03/31/2016	100557	71.94	10-1112-415
							\$113.94	Amazon.com
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - AMERICAN AIRLINE								
4710	10-2330-312	LRP CONF TRAVEL	3161		03/31/2016	100557	463.20	10-2330-312
							\$463.20	AMERICAN AIRLINES INC
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - AMERICAN AIRLINE								
4710	10-2330-312	LRP CONF TRAVEL	3161		03/31/2016	100557	8.99	10-2330-312
							\$8.99	AMERICAN AIRLINES, INC
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - AMERICAN LIBRAR'								
4560	10-2220-410-3	LIBRARY SUPPLIES	3161		03/31/2016	100557	43.33	10-2220-410
4560	10-2220-410-3	LIBRARY SUPPLIES	3161		03/31/2016	100557	21.67	10-2220-410
							\$65.00	AMERICAN LIBRARY ASSOCIATION
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - ANDERSON PEST S								
6620	20-2540-329	DISTRICT IPM	3161		03/31/2016	100557	148.37	20-2540-329
							\$148.37	ANDERSON PEST SOLUTION
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - APPLE COMPUTER								
1410	10-2660-410	IPAD APPS	3161		03/31/2016	100557	9.80	10-2660-410
1410	10-2660-410	IPAD APPS	3161		03/31/2016	100557	99.80	10-2660-410
1410	10-2660-410	IPAD APPS	3161		03/31/2016	100557	59.80	10-2660-410
1410	10-2660-410	IPAD APPS	3161		03/31/2016	100557	124.50	10-2660-410
1410	10-2660-410	IPAD APPS	3161		03/31/2016	100557	249.00	10-2660-410
1410	10-2660-410	IPAD APPS	3161		03/31/2016	100557	19.99	10-2660-410
1410	10-2660-410	IPAD APPS	3161		03/31/2016	100557	199.60	10-2660-410

Specialized Data Systems, Inc.

D:\TS\Lake103\SDSv8\Finance\Swf_AP07.RPT

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:51 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
1410	10-2660-410	IPAD APPS	3161		03/31/2016	100557	1,103.30	10-2660-410
1410	10-2660-410	IPAD APPS	3161		03/31/2016	100557	46.19	10-2660-410
							\$1,911.98	APPLE COMPUTER
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - AT&T								
6620	10-2540-341	TELEPHONE	3161		03/31/2016	100557	7,951.22	10-2540-341
							\$7,951.22	AT&T
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - AT&T MOBILITY II LI								
6620	10-2540-341	IPAD DATA	3161		03/31/2016	100557	286.71	10-2540-341
							\$286.71	AT&T MOBILITY II LLC
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - AT&T onenet								
6620	10-2540-341	TELEPHONE	3161		03/31/2016	100557	36.21	10-2540-341
							\$36.21	AT&T onenet
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - BLACK TIE LIMOUSI								
4720	20-2540-312	TURFBUILDERS CONF TRAVEL	3161		03/31/2016	100557	72.00	20-2540-312
							\$72.00	BLACK TIE LIMOUSINE
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - BLAIR CANDY COMI								
4750	10-2215-410	READING TREATS - SP/PTO	3161		03/31/2016	100557	20.66	10-2215-410
4750	10-2215-410	READING TREATS - SP/PTO	3161		03/31/2016	100557	90.00	10-2215-410
							\$110.66	BLAIR CANDY COMPANY IN
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - BLICK ART MATERI.								
4740	10-1112-410	CLASS SUPPLIES	3161		03/31/2016	100557	161.38	10-1112-410
							\$161.38	BLICK ART MATERIAL
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - BONTA ITALIAN MA								
4750	10-2410-410-1	STAFF DEV FOOD	3161		03/31/2016	100557	156.00	10-2410-410
							\$156.00	BONTA ITALIAN MARKET
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - BUSTERS BEACH H								
4720	20-2540-312	TURFBUILDERS CONF TRAVEL	3161		03/31/2016	100557	26.60	20-2540-312
							\$26.60	BUSTERS BEACH HOUSE
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - CDW GOVERNMENT								
1410	10-2660-410	LAPTOP POWER ADAPTOR	3161		03/31/2016	100557	57.90	10-2660-410
							\$57.90	CDW GOVERNMENT
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - CHICAGO TRIB SUB								
6620	10-2220-440	NEWSPAPER SUBSCR	3161		03/31/2016	100557	63.96	10-2220-440
							\$63.96	CHICAGO TRIB SUBSCRIPT
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - CLEAR SOLUTIONS								
4560	10-2220-410-1	SHELVING	3161		03/31/2016	100557	152.95	10-2220-410
							\$152.95	CLEAR SOLUTIONS

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:51 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - COMCAST								
6620	10-2540-341	DISTRICT INTERNET	3161		03/31/2016	100557	4,550.00	10-2540-341
6620	10-2540-341	DISTRICT INTERNET	3161		03/31/2016	100557	4,550.00	10-2540-341
							\$9,100.00	COMCAST
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - COMCAST CORPOR								
6620	10-2540-341	INTERNET - RS	3161		03/31/2016	100557	84.90	10-2540-341
							\$84.90	COMCAST CORPORATION
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - DAILYHERALD/TWN								
6620	10-2220-440	NEWSPAPER SUBSCR	3161		03/31/2016	100557	25.00	10-2220-440
							\$25.00	DAILYHERALD/TWNSQR/REF
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - DARICE								
9290	10-1120-411	ART SUPPLIES	3161		03/31/2016	100557	114.68	10-1120-411
							\$114.68	DARICE
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - DISCOUNT DICTION								
4560	10-2230-410	BILINGUAL DICTIONARIES	3161		03/31/2016	100557	88.39	10-2230-410
							\$88.39	DISCOUNT DICTIONARIES
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - DUNKIN #350791								
4690	10-2320-410	PERA COMM MTG COFFEE	3161		03/31/2016	100557	17.99	10-2320-410
							\$17.99	DUNKIN #350791 Q35
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - DUNKIN #352990								
4690	10-2320-410	SECRETARY MTG FOOD	3161		03/31/2016	100557	4.99	10-2320-410
							\$4.99	DUNKIN #352990 Q
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - EDGEWATER GRILL								
4720	20-2540-312	TURFBUILDERS CONF TRAVEL	3161		03/31/2016	100557	31.00	20-2540-312
							\$31.00	EDGEWATER GRILL
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - EDS AFFORDABLE								
9290	10-2192-410	OUTDOOR ED TRUCK RENTAL	3161		03/31/2016	100557	26.46	10-2192-410
9290	10-2192-410	OUTDOOR ED TRUCK RENTAL	3161		03/31/2016	100557	245.93	10-2192-410
9290	10-2192-410	OUTDOOR ED TRUCK RENTAL	3161		03/31/2016	100557	32.31	10-2192-410
9290	10-2192-410	OUTDOOR ED TRUCK RENTAL	3161		03/31/2016	100557	291.35	10-2192-410
							\$596.05	EDS AFFORDABLE
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - EVOLLVE, INC.								
4740	10-2215-410	OZOBOTS (18) - HD/PTO	3161		03/31/2016	100557	1,000.00	10-2215-410
							\$1,000.00	EVOLLVE, INC.
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - EZFUND COM								
4740	10-403	ST COUNCIL FUNDRAISER SUPPL	3161		03/31/2016	100557	275.00	10-403
							\$275.00	EZFUND COM

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:51 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - FLOOR CARE COMF								
4240	20-2540-410-2	VACUUM PARTS	3161		03/31/2016	100557	40.28	20-2540-410
							\$40.28	FLOOR CARE COMPANY
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - GRAND HYATT SAN								
4720	20-2540-312	TURFBUILDERS CONF TRAVEL	3161		03/31/2016	100557	1,161.51	20-2540-312
							\$1,161.51	GRAND HYATT SAN DIEGO
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - HEINENS								
4800	10-1120-411	FACS CLASS FOOD	3161		03/31/2016	100557	200.51	10-1120-411
							\$200.51	HEINENS
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - HOME DEPOT								
4770	20-2540-410-2	SHOP SUPPLIES	3161		03/31/2016	100557	152.39	20-2540-410
4240	20-2540-410-2	SHOP SUPPLIES	3161		03/31/2016	100557	53.38	20-2540-410
4740	10-1112-411	ART SUPPLIES	3161		03/31/2016	100557	7.25	10-1112-411
							\$213.02	HOME DEPOT
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - ILLINOIS ASSOCIAT								
4670	10-2510-312	RISK MGMT SEMINAR REG	3161	0	03/31/2016	100557	205.00	10-2510-312
1640	10-2660-312	ISTE CONF TRAVEL	3161		03/31/2016	100557	810.00	10-2660-312
4720	20-2540-640	MEMB DUES	3161		03/31/2016	100557	1,135.00	20-2540-640
							\$2,150.00	ILLINOIS ASSOCIATION OF SCHOOL BUS
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - ILLINOIS STATE UNI								
4710	10-2211-312	EC CONF REG	3161		03/31/2016	100557	498.00	10-2211-312
							\$498.00	ILLINOIS STATE UNIVERSITY
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - ILLINOIS TOLLWAY								
4760	40-2550-390	IPASS AUTOREPLENISH	3161		03/31/2016	100557	100.00	40-2550-390
4760	40-2550-390	IPASS AUTOREPLENISH	3161		03/31/2016	100557	100.00	40-2550-390
							\$200.00	ILLINOIS TOLLWAY
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - KANSAS CITY BARE								
4720	20-2540-312	TURFBUILDERS CONF TRAVEL	3161		03/31/2016	100557	27.68	20-2540-312
							\$27.68	KANSAS CITY BARBEQUE
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - MARRIOTT CHICAG								
4680	10-2211-390-1	LITERACY CONF HOTEL	3161		03/31/2016	100557	195.55	10-2211-390
							\$195.55	MARRIOTT CHICAGO M MIL
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - NATIONAL LOUIS UI								
4560	10-2211-390-1	LITERACY CONF REG - CSMITH	3161		03/31/2016	100557	545.00	10-2211-390
							\$545.00	NATIONAL LOUIS UNIVERSTY
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - OVERSTOCK								
9290	10-2215-410	BALL CHAIRS - DW/BEARS	3161		03/31/2016	100557	517.86	10-2215-410

Specialized Data Systems, Inc.

D:\TS\Lake103\SDSv8\Finance\Swf_AP07.RPT

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:51 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
							\$517.86	OVERSTOCK
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - PALOS SPORTS								
4770	10-1500-700	VOLLEYBALL NET PARTS	3161		03/31/2016	100557	1,450.00	10-1500-700
4740	10-1150-410	GYM CLASSROOM SUPPLIES	3161		03/31/2016	100557	90.58	10-1150-410
							\$1,540.58	PALOS SPORTS
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - PITNEY BOWES								
6620	10-2520-342	POSTAGE MACHINE LEASE - DW	3161		03/31/2016	100557	240.00	10-2520-342
6620	10-2520-342	POSTAGE MACHINE LEASE - HD	3161		03/31/2016	100557	100.00	10-2520-342
6620	10-2520-342	POSTAGE MACHINE LEASE - SP	3161		03/31/2016	100557	118.00	10-2520-342
							\$458.00	PITNEY BOWES
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - PORTILLOS HOT DC								
4740	10-2410-410-2	STAFF MTG FOOD	3161		03/31/2016	100557	359.56	10-2410-410
							\$359.56	PORTILLOS HOT DOGS #18
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - POWERSCHOOL								
9290	10-2410-312	TRAINING MODULES	3161		03/31/2016	100557	2,500.00	10-2410-312
							\$2,500.00	POWERSCHOOL
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - QUILL CORPORATIC								
9290	10-2192-410	LANYARDS	3161		03/31/2016	100557	268.00	10-2192-410
9290	10-2192-410	BADGE HOLDERS	3161		03/31/2016	100557	75.20	10-2192-410
4740	10-2410-410-2	OFFICE SUPPLIES	3161		03/31/2016	100557	138.58	10-2410-410
4740	10-2410-410-2	LEGAL PAD	3161		03/31/2016	100557	2.99	10-2410-410
4740	10-1112-410	CLASSROOM SUPPLIES	3161		03/31/2016	100557	25.90	10-1112-410
							\$510.67	QUILL CORPORATION
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - RENAISSANCE SCH								
4670	10-2510-312	IASBO CONF HOTEL	3161		03/31/2016	100557	238.26	10-2510-312
							\$238.26	RENAISSANCE SCHAUMBURG
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - RICHARD WALKERS								
4720	20-2540-312	TURFBUILDERS CONF TRAVEL	3161		03/31/2016	100557	68.97	20-2540-312
							\$68.97	RICHARD WALKERS INN
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - ROYALFIREWORKS								
4680	10-1100-420	TEACHER MANUALS	3161		03/31/2016	100557	121.00	10-1100-420
							\$121.00	ROYALFIREWORKS PUB
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - SAMS CLUB #6228								
4740	10-2410-410-2	CAFE SUPPLIES	3161		03/31/2016	100557	44.37	10-2410-410
							\$44.37	SAMS CLUB #6228
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - SAMSCLUB #6228								
4240	10-2410-410-1	OFFICE COFFEE	3161		03/31/2016	100557	29.20	10-2410-410

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:51 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
							\$29.20	SAMSCLUB #6228
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - SCHOOL SPECIALT								
4680	10-2220-410-3	MAGNET MEN BK	3161		03/31/2016	100557	11.16	10-2220-410
4740	10-1112-410	CLASS SUPPLIES	3161		03/31/2016	100557	20.36	10-1112-410
							\$31.52	SCHOOL SPECIALTY
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - SCIRA								
4680	10-2210-312	SCIRA CONF REG	3161		03/31/2016	100557	50.00	10-2210-312
							\$50.00	SCIRA
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - SCRIPPS SPELLING								
9290	10-1550-640	SPELLING BEE REG	3161		03/31/2016	100557	211.00	10-1550-640
							\$211.00	SCRIPPS SPELLING BEE
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - SPIRIT AIRLINES								
4720	20-2540-312	TURFBUILDERS CONF TRAVEL	3161		03/31/2016	100557	50.00	20-2540-312
							\$50.00	SPIRIT AIRLINES
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - TARGET 000083								
4740	10-1112-411	BATTERIES	3161		03/31/2016	100557	47.96	10-1112-411
4740	10-1112-411	ART SUPPLIES	3161		03/31/2016	100557	29.95	10-1112-411
							\$77.91	TARGET 00008334
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - TDS METROCOM								
6620	10-2540-341	LONG DISTANCE	3161		03/31/2016	100557	1,902.24	10-2540-341
							\$1,902.24	TDS METROCOM
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - THINK SOCIAL PUB								
4710	10-2211-312	SLP CONF REG	3161		03/31/2016	100557	1,189.60	10-2211-312
							\$1,189.60	THINK SOCIAL PUBLISHIN
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - TRAVELOCITY.COM								
1640	10-2660-312	ISTE CONF TRAVEL	3161		03/31/2016	100557	4,263.30	10-2660-312
1640	10-2660-312	ISTE CONF TRAVEL	3161		03/31/2016	100557	1,440.90	10-2660-312
							\$5,704.20	TRAVELOCITY.COM
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - UNITED								
1640	10-2660-312	ISTE CONF TRAVEL	3161		03/31/2016	100557	394.20	10-2660-312
1640	10-2660-312	ISTE CONF TRAVEL	3161		03/31/2016	100557	394.20	10-2660-312
1640	10-2660-312	ISTE CONF TRAVEL	3161		03/31/2016	100557	394.20	10-2660-312
1640	10-2660-312	ISTE CONF TRAVEL	3161		03/31/2016	100557	394.20	10-2660-312
							\$1,576.80	UNITED
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - UNITED AIRLINES, I								
4690	10-2320-312	SCI BOWL TRAVEL - AHAFNER	3161		03/31/2016	100557	200.20	10-2320-312
							\$200.20	UNITED AIRLINES, INC.

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:51 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - UPSTART/EDUPRES								
4560	10-2220-410-1	BOOKMARKS	3161		03/31/2016	100557	317.80	10-2220-410
							\$317.80	UPSTART/EDUPRESS
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - VELAZQUEZ PRESS								
4560	10-1100-420	MULTILINGUAL GLOSSARY SETS	3161		03/31/2016	100557	449.20	10-1100-420
							\$449.20	VELAZQUEZ PRESS
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - VERIZON WRLS M0203-01								
4780	20-2540-410-2	CELL PHONE CASE	3161		03/31/2016	100557	21.44	20-2540-410
							\$21.44	VERIZON WRLS M0203-01
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - VZWRLSS*APOCC VISB								
6620	40-2550-341	CELL PHONE - TRANS	3161		03/31/2016	100557	40.46	40-2550-341
6620	20-2540-341	CELL PHONE - O&M	3161		03/31/2016	100557	222.54	20-2540-341
							\$263.00	VZWRLSS*APOCC VISB
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - WALGREENS #5256								
4740	10-2410-410-2	STAFF MTG FOOD	3161		03/31/2016	100557	8.00	10-2410-410
							\$8.00	WALGREENS #5256
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - WASTE MANAGEME								
6620	10-2540-321	SANITATION SERVICES - SP	3161		03/31/2016	100557	360.49	10-2540-321
6620	10-2540-321	SANITATION SERVICES - HD	3161		03/31/2016	100557	375.49	10-2540-321
6620	10-2540-321	SANITATION SERVICES - DW	3161		03/31/2016	100557	540.35	10-2540-321
							\$1,276.33	WASTE MANAGEMENT
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - WEST MUSIC CATAL								
4740	10-1190-410-2	MUSIC CLASSRM SUPPLIES	3161		03/31/2016	100557	121.95	10-1190-410
							\$121.95	WEST MUSIC CATALOG
MASTERCARD CORPORATE CLIENT PAYMENT CENTER - WORLDSTRIDES								
8110	10-403	SPRINGFIELD SCHOLARSHIPS (2)	3161		03/31/2016	100557	498.00	10-403
							\$498.00	WORLDSTRIDES
							\$48,998.02	Payee Vendor Total
MASTERCARD CORPORATE CLIENT PAYMENT CENTER								
NIHIP								
0316NIHIP	10-2690-221	LIFE/LTD INSURANCE - ED	1603	0	03/11/2016	22481	3,181.11	10-2690-221
0316NIHIP	10-2690-221	VOLUNTARY LIFE - ED	1603	0	03/11/2016	22481	534.00	10-2690-221
0316NIHIP	20-2540-220	MEDICAL INSURANCE - O&M	1603	0	03/11/2016	22481	14,125.90	20-2540-220
0316NIHIP	20-2540-221	LIFE/LTD INSURANCE - O&M	1603	0	03/11/2016	22481	76.95	20-2540-221
0316NIHIP	40-2550-220	MEDICAL INSURANCE - TRANS	1603	0	03/11/2016	22481	26,612.82	40-2550-220
0316NIHIP	40-2550-221	LIFE/LTD INSURANCE - TRANS	1603	0	03/11/2016	22481	132.44	40-2550-221
0316NIHIP	40-2550-221	VOLUNTARY LIFE - TRANS	1603	0	03/11/2016	22481	292.30	40-2550-221
0316NIHIP	10-2330-225	MEDICAL INSURANCE - RETIREE	1603	0	03/11/2016	22481	1,881.84	10-2330-225

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:51 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
0316NIHIP	10-2330-225	LIFE/LTD INSURANCE - RETIREE	1603	0	03/11/2016	22481	12.60	10-2330-225
0316NIHIP	10-2320-225	MEDICAL INSURANCE - RETIREE	1603	0	03/11/2016	22481	1,881.84	10-2320-225
0316NIHIP	10-2210-225	MEDICAL INSURANCE - RETIREE	1603	0	03/11/2016	22481	852.12	10-2210-225
0316NIHIP	20-2540-225	MEDICAL INSURANCE - RETIREE	1603	0	03/11/2016	22481	1,704.24	20-2540-225
0316NIHIP	40-2550-225	MEDICAL INSURANCE - RETIREE	1603	0	03/11/2016	22481	852.12	40-2550-225
0316NIHIP	10-2690-220	MEDICAL INSURANCE - ED	1603	0	03/11/2016	22481	231,060.27	10-2690-220
0316NIHIP	10-2520-225	MEDICAL INSURANCE - RETIREE	1603	0	03/11/2016	22481	852.12	10-2520-225
							<u>\$284,052.67</u>	Payee Vendor Total
Report Total							<u><u>\$333,050.69</u></u>	

36

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:54 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
BARRINGTON MIDDLE SCHOOL								
N/A	10-1550-640	SCHOLASTIC BOWL REG	160309	0	03/09/2016	9601	245.00	10-1550-640
							<u>\$245.00</u>	Payee Vendor Total
CHRISTINE ERICKSON PETTY								
	10-1200-410	REIMB GUIDED PETTY CASH	160316	0	03/16/2016	9608	294.40	10-1200-410
							<u>\$294.40</u>	Payee Vendor Total
ILLINOIS ENVIRONMENTAL PR								
N/A	20-2540-500	Void STORMWATER PERMIT	160316	0	03/16/2016	9609	250.00	20-2540-500
							<u>\$250.00</u>	Payee Vendor Total
KOHRING, ETHAN								
031116	10-1190-390	CHOIR PIANO ACCOMPANIST	160311	0	03/11/2016	9605	150.00	10-1190-390
							<u>\$150.00</u>	Payee Vendor Total
LAKE COUNTY STORMWATER MA								
N/A	20-2540-500	CONSTRUCTION DOC REVIEW	160316	0	03/16/2016	9610	3,120.00	20-2540-500
N/A	20-2540-500	INSPECTION DEPOSIT	160316	0	03/16/2016	9610	960.00	20-2540-500
							<u>\$4,080.00</u>	Payee Vendor Total
LAROSA PIZZERIA								
N/A	10-1550-410	BATTLE OF THE BOOKS PIZZA	160323	0	03/23/2016	9619	63.00	10-1550-410
							<u>\$63.00</u>	Payee Vendor Total
LIFELINE THEATRE								
N/A	10-3500-390	3/30 FIELD TRIP	160316	0	03/16/2016	9611	250.00	10-3500-390
							<u>\$250.00</u>	Payee Vendor Total
LUTHERAN CHURCH OF THE HO								
031116	10-1190-414	CAST PARTY HOSTING	160311	0	03/11/2016	9606	50.00	10-1190-414
							<u>\$50.00</u>	Payee Vendor Total
NEAL MIDDLE SCHOOL BAND								
N/A	10-1190-640	LITTLE PEOPLES BAND FEST REG	160309	0	03/09/2016	9602	50.00	10-1190-640
							<u>\$50.00</u>	Payee Vendor Total
NORTHERN SUBURBAN SCHOOL								
N/A	10-2510-640	Void MEMBERSHIP DUES	160322	0	03/22/2016	9612	25.00	10-2510-640
							<u>\$25.00</u>	Payee Vendor Total
ORBIT SKATE CENTER								
N/A	10-1120-390	GR 5 FIELD TRIP DEPOSIT	160391	0	03/09/2016	9603	25.00	10-1120-390
							<u>\$25.00</u>	Payee Vendor Total
PAGE, GREG								

Paid Accounts Payable by Vendor

Printed: 4/14/2016 1:54 PM
 Lincolnshire-Prairie View SD #103
 Expense on Date: 3/1/2016 to 3/31/2016

Invoice #	A.S.N.	Description	Batch #	P.O. #	Check Date	Check #	Amount	State Account Number
01/14/16	10-1500-319	WRESTLING REF 1/14	160391	0	03/09/2016	9604	65.00	10-1500-319
							<u>\$65.00</u>	Payee Vendor Total
RC MILLER EVENTS & ENTERT								
N/A	10-3500-390	Void NON-SCHOOL DAY ACTIVITY	160322	0	03/22/2016	9613	550.00	10-3500-390
							<u>\$550.00</u>	Payee Vendor Total
TIMBER RIDGE LODGE & WATE								
031116	10-3500-390	FIELD TRIP	160311	0	03/11/2016	9607	2,761.58	10-3500-390
							<u>\$2,761.58</u>	Payee Vendor Total
ULTIMATE GYMNASTICS								
N/A	10-3500-390	Void 103 CLUB FIELD TRIP	160322	0	03/22/2016	9614	385.00	10-3500-390
							<u>\$385.00</u>	Payee Vendor Total
WILDLIFE DISCOVERY CENTER								
03/29/2016	10-3500-390	103 CLUB FIELD TRIP	160328	0	03/28/2016	9620	487.50	10-3500-390
							<u>\$487.50</u>	Payee Vendor Total
Report Total							<u><u>\$9,731.48</u></u>	



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: April 19, 2016
Re: March 2016 Donations

During March 2016, the District received the following donations:

<u>Donors</u>	<u>Amount</u>	<u>Purpose of Donation</u>
Shuping Guo & Yonglin Ren	\$200.00	Science Olympiad Supplies
PTO	\$1,000.00	STEM After School Activity
Target	\$1,026.26	HD Take Charge of Education Donation

Recommendation:

We recommend approval by the Board of Education to accept the donations as presented with gratitude for the donor's' generosity.



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: April 14, 2016
Re: Press Policy 2nd Reading

The following policies have been updated and presented for Board approval.

2:150 –The section “Standing Board Committees” has been changed to “Committee of the Whole”. Because the Board operates under the Committee of the Whole structure, it delegates committee work to administrative committees. All the recommendations from the administrative committees come back to the Committee of the Whole for review and final action by the Board.

7:305 - Student Athlete Concussions and Head Injuries

Question - "Do all students need to sign a concussion information receipt for each school year?"

Answer - No, only students participating in an interscholastic athletic activity need to sign the form.

7:340 - Student Records

Question - "Can the district send student records to another district without the parental consent?"

Answer - Yes. The school district is required to send the information to the other district under state statute.

2:150	Committees
2:200	Types of Board of Education Minutes
2:220-E2	Exhibit - Motion to Adjourn to Closed Session
4:170	Operational Services - Safety
5:90	Abused and Neglected Child Reporting
5:100	Staff Development Program
6:15	School Accountability
6:160	English Language Learners
6:315	High School Credit for Students in Grade 7 or 8
7:50	School Admissions and Student Transfers To and From Non-District Schools
7:100	Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students
7:130	Student Rights and Responsibilities
7:140	Search and Seizure
7:290	Suicide and Depression Awareness and Prevention
7:300	Co-Curricular Athletics

7:340	Student Records
8:30	Visitors to and Conduct on School Property
7:150	Agency and Police Interviews
7:190	Student Behavior
7:200	Suspension Procedures
7:210	Expulsion Procedures
7:220	Bus Conduct
7:240	Conduct Code for Participants in Co-Curricular Activities
7:305	Student Athlete Concussions and Head Injuries

DRAFT UPDATE

Board of Education

Committees

The Board of Education may establish committees to assist with the Board's governance function and, in some situations, to comply with State law requirements. These committees are known as Board committees and report directly to the Board. Committee members may include both Board members and non-Board members depending on the committee's purpose.

The Board President makes all Board committee appointments unless specifically stated otherwise. Board committee meetings shall comply with the Open Meetings Act. A Board committee may not take final action on behalf of the Board – it may only make recommendations to the Board.

Committees shall operate under the following guidelines:

1. The Board President shall appoint no more than 2 Board members to serve on a committee. The President shall be a non-voting ex-officio member.
2. The President and the committee members shall establish the committee's meeting dates, time, and place.
3. The Superintendent may attend all committee meetings.

Special Board Committees

Special committees may be created for specific purposes or to investigate special issues. A special committee shall be automatically dissolved after presenting its final report to the Board or at the Board's discretion. Citizen advisory committees may be used to interpret school needs to the community and to gather information from the community.

Standing Board Committees

Standing committees are created for indefinite terms to fulfill continuing District needs for investigation and monitoring of specific issues. Standing committees are:

1. Board Policy Review Committee. This committee researches policy issues, and provides information and recommendations to the Board.
2. Parent-Teacher Advisory Committee. This committee assists in the development of student discipline policy and procedure, and provides information and recommendations to the Board. Its members are parents/guardians and teachers, and may include persons whose expertise or experience is needed. The committee reviews such issues as administering medication in the schools, reciprocal reporting between the School District and local law enforcement agencies regarding criminal offenses committed by students, student discipline, disruptive classroom behavior, school bus safety procedures, and the dissemination of student conduct information.
3. Behavioral Interventions Committee. This committee develops, implements, and monitors procedures for using behavioral interventions in accordance with Board policy 7:230, *Misconduct by Students with Disabilities*. The committee reports and makes recommendations to the Board of Education.
4. Building and Site/Transportation/Safety Committee.
5. Communications/Legislation Committee.
6. Curriculum Committee.
7. Finance Committee.
8. Planning Committee.
9. Personnel/Human Resources Committee.

Comment [AKL1]: Consult the board attorney concerning the status of two mandatory committees – the PERA (Performance Educational Reform Act) joint committee and the RIF (reduction in force) joint committee (105 ILCS 5/24A-4(b) and 5/24-12(c), respectively). These committees perform administrative/staff work and do not need to report directly to the board. Thus, most attorneys think they can be *superintendent* committees that do not trigger OMA (see *fn 10*). OMA compliance will be needed for any joint committee: (1) that is treated as a *board* committee, (2) when three or more board members are present, or (3) when the board attorney advises that OMA applies, e.g., interprets either joint committee to be a distinct public body created by the legislature.

A board must appoint or approve a Concussion Oversight Team and charge it with establishing protocols for return-to-play and return-to-learn for students who have suffered a concussion or head injury (Youth Sports Concussion Safety Act, 105 ILCS 5/22-80(d), added by P.A. 99-245; if approved by the House and signed by the Governor, SB219 will extend the effective date to the 2016-2017 school year). As this is administrative/staff work rather than governance work, the best practice is to have the Concussion Oversight Team be an *administrative* committee, but consult the board attorney for guidance.

Issue 90, October 2015

Comment [AKL2]: Language is added to emphasize that the Parent-Teacher Advisory Committee and the Behavioral Interventions Committee report to the board.

Issue 90, October 2015

yes with edits

DW

Keep

Committee of the Whole.

The Board functions under the Committee of the Whole process to fulfill the continuing district needs for investigating and monitoring of specific issues. The Board delegates to administrative committees Page 1 of 2 the authority to study policy issues, including state mandated topics & issues, and to make recommendations to the Board.

DRAFT UPDATE

~~10. T.A.B. (Teacher/Administrative Board Committee).~~

Nothing in this policy limits the authority of the Superintendent or designee to create and use committees that report to him or her or to other staff members.

LEGAL REF.: Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.
Elementary and Secondary Education Act of 1965, 20 U.S.C. §6301 et seq.
Rules and Regulations for the Control of Communicable Diseases, issued by the
Illinois Department of Public Health.
5 ILCS 120/
105 ILCS 5/10-20.14 and 5/14-8.05.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers), 2:200 (Types of
Board of Education Meetings), 2:240 (Board Policy Development), 7:190
(Student Discipline), 7:230 (Misconduct by Students with Disabilities)

ADOPTED: ~~December 10, 2007~~

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

2:200

Board of Education

Types of Board of Education Meetings

General

For all meetings of the Board of Education and its committees, the Superintendent or designee shall satisfy all notice and posting requirements contained herein, as well as in the Open Meetings Act. This shall include mailing meeting notifications to news media that have officially requested them, and to others as approved by the Board of Education. Unless otherwise specified, all meetings are held at Daniel Wright Junior High School. Board policy 2:220, *Board of Education Meeting Procedure*, governs meeting quorum requirements.

The Superintendent is designated on behalf of the Board and each Board committee to receive the training on compliance with the Open Meetings Act that is required by Section 1.05(a) of that Act. In addition, each Board member must complete a course of training on the Open Meetings Act as required by Section 1.05(b) or (c) of that Act.

Comment [AKL1]: Added for clarity
Issue 90, October 2015

Regular Meetings

The Board of Education announces the time and place for its regular meetings at the beginning of each fiscal year. The Superintendent shall prepare and make available the calendar of regular Board of Education meetings. The regular meeting calendar may be changed with 10 days' notice in accordance with State law.

A meeting agenda shall be posted at the District's main office and the Board's meeting room, or other location where the meeting is to be held, at least 48 hours before the meeting.

The Board of Education and Board of Education committees may meet in a closed meeting to consider the following subjects:

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2(c)(1).
2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
3. The selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in this Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4).
5. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
6. The setting of a price for sale or lease of property owned by the public body. 5 ILCS 120/2(c)(6).
7. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).

2:200

Page 1 of 3

DRAFT UPDATE

8. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8), amended by P.A. 99-235, eff. 1-1-16.
9. Student disciplinary cases. 5 ILCS 120/2(c)(9).
10. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
11. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11).
12. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. 5 ILCS 120/2(c)(12).
13. Self-evaluation, practices and procedures, or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. 5 ILCS 120/2(c)(16).
14. Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
15. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

The Board may hold a closed meeting, or close a portion of a meeting, by a majority vote of a quorum, taken at an open meeting. The vote of each Board of Education member present, and the reason for the closed meeting, will be publicly disclosed at the time of the meeting and clearly stated in the motion and the meeting minutes.

A single motion calling for a series of closed meetings may be adopted when such meetings will involve the same particular matters and are scheduled to be held within 3 months of the vote.

No final Board of Education action will be taken at a closed meeting.

Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is required when the original meeting is open to the public and: (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda.

Special Meetings

Special meetings may be called by the President or by any 3 members of the Board of Education by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting.

Comment [AKL2]: The policy is updated in response to 5 ILCS 120/2(c)(8), amended by P.A. 99-235, eff. 1-1-2016

Issue 90, October 2015

DRAFT UPDATE

Public notice of a special meeting is given by posting a notice at the District's administration office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice.

All matters discussed by the Board at any special meeting must be related to a subject on the meeting agenda.

Emergency Meetings

Public notice of emergency meetings shall be given as soon as practical, but in any event, before the meeting to news media that have filed a written request for notice.

Posting on the District's Website

In addition to the other notices specified in this policy, the Superintendent or designee shall post the following on the District website: (1) the annual schedule of regular meetings, which shall remain posted until the Board approves a new schedule of regular meetings; (2) a public notice of all Board meetings; and (3) the agenda for each meeting which shall remain posted until the meeting is concluded.

LEGAL REF.: 5 ILCS 120/, Open Meeting Act.
5 ILCS 140/, Freedom of Information Act.
105 ILCS 5/10-6 and 5/10-16.

CROSS REF.: 2:110 (Qualifications Term, and Duties of Board Officers), 2:120 (Board Member Development), 2:210 (Organizational Board of Education Meetings), 2:220 (Board of Education Meeting Procedure), 2:230 (Public Participation at Board of Education Meetings and Petitions to the Board), 6:235 (Access to Electronic Networks)

ADOPTED: ~~March 19, 2013~~

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

2:220-E2

Board of Education

Exhibit - Motion to Adjourn to Closed Meeting

Motion to Adjourn to Closed Meeting

Date: _____ Time: _____

Location: _____

A motion was made by _____, and seconded by _____, to adjourn to closed meeting to discuss:

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1).
- Collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
- The selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the District is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
- Evidence or testimony presented in open hearing, or in closed hearing where authorized by law, to a quasi-judicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision with its determinative reasoning. 5 ILCS 120/2(c)(4).
- The purchase or lease of real property for the use of the District, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
- The setting of a price for sale or lease of property owned by the District. 5 ILCS 120/2(c)(6).
- The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
- Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8), amended by P.A. 99-235.
- Student disciplinary cases. 5 ILCS 120/2(c)(9).
- The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
- Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11).
- The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self insurance pool of which the District is a member. 5 ILCS 120/2(c)(12).
- Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the District is a member. 5 ILCS 120/2(c)(16).
- Discussion of minutes of meetings lawfully closed, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
- Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29), ~~amended by P.A. 97-318~~.

Comment [AKL1]: The exhibit is updated in response to 5 ILCS 120/2(c)(8), amended by P.A. 99-235, eff. 1-1-2016
Issue 90, October 2015

DRAFT UPDATE

Closed Meeting Roll Call:

"Yeas"	"Nays"
--------	--------

Motion: Carried Failed

DATED: May 14, 2012

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

4:170

Operational Services

Safety

Safety and Security

All District operations, including the education program, shall be conducted in a manner that will promote the safety and security of everyone on District property or at a District event. The Superintendent or designee shall develop, implement, and maintain a comprehensive safety and security plan that includes, without limitation:

1. An emergency operations plan(s) addressing prevention, preparation, response, and recovery for each school;
2. Provisions for a coordinated effort with local law enforcement and fire officials, emergency medical services personnel, and the Board Attorney;
3. A school safety drill plan;
4. Instruction in safe bus riding practices; and
5. A clear, rapid, factual, and coordinated system of internal and external communication.

In the event of an emergency that threatens the safety of any person or property, students and staff are encouraged to follow the best practices discussed for their building regarding the use of any available cellular telephones.

School Safety Drill Plan

During every academic year, each school building that houses school children shall conduct, at a minimum, each of the following in accordance with the School Safety Drill Act, 105 ILCS 128/:

1. Three school evacuation drills
2. One bus evacuation drill
3. One severe weather and shelter-in-place drill
4. One law enforcement drill

Automated External Defibrillator (AED)

The Superintendent or designee shall implement a written plan for responding to medical emergencies at the District's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Act. The plan shall provide for an automated external defibrillator (AED) to be available according to State law requirements. This policy does not create an obligation to use an AED nor is it intended to create any expectation that an AED will be present or a trained person will be present and/or able to use an AED.

Carbon Monoxide Alarms

The Superintendent or designee shall implement a plan with the District's local fire officials to:

1. Determine which school buildings to equip with approved carbon monoxide alarms or carbon monoxide detectors.
2. Locate the required carbon monoxide alarms or carbon monoxide detectors within 20 feet of a carbon monoxide emitting device, and
3. Incorporate carbon monoxide alarm or detector activation procedures into each school building that requires a carbon monoxide alarm or detector. The Superintendent or designee shall ensure each school building annually reviews these procedures.

Comment [AKL1]: 105 ILCS 5/10-20 56, added by P.A. 99-470, eff. 1-1-16. *Carbon monoxide detector* and *detector* mean a device having a sensor that responds to carbon monoxide gas and that is connected to an alarm control unit and approved in accordance with rules adopted by the Ill. State Fire Marshal. *Approved carbon monoxide alarm or alarm* means a carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Ill. State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association (430 ILCS 135/5). **Consult both the board attorney and the local fire officials about whether a school building is exempt from this law. Remove this subhead if the board attorney determines that every building across the entire school district is exempt. The law applies to school buildings that have or are close to any sources of carbon monoxide, however, it does not specifically define what that means. 430 ILCS 135/20 defines exemptions for residential units and may provide guidance on the exemption for schools. The law also fails to define carbon monoxide emitting device, which triggers the placement point in a school building for a carbon monoxide alarm or carbon monoxide detector.**

Issue 90, October 2015

4:170

Page 1 of 2

DRAFT UPDATE

Soccer Goal Safety

The Superintendent or designee shall implement the Movable Soccer Goal Safety Act in accordance with the guidance published by the Illinois Department of Public Health. Implementation of the Act shall be directed toward improving the safety of movable soccer goals by requiring that they be properly anchored.

Unsafe School Choice Option

The unsafe school choice option provided in State law permits students to transfer to another school within the District in certain situations. This transfer option is unavailable in this District because each grade is in only one attendance center. A student, who would otherwise have qualified for the choice option, or such a student's parent/guardian, may request special accommodations from the Superintendent or designee.

Emergency Closing

The Superintendent is authorized to close school(s) in the event of hazardous weather or other emergency that threatens the safety of students, staff members, or school property.

Annual Review

The Board or its designee will annually review each school building's safety and security plans, protocols, and procedures, as well as each building's compliance with the school safety drill plan.

LEGAL REF.: 105 ILCS 5/10-20.2, ~~5/10-20.56~~, 5/18-12, 5/18-12.5, and 128/
210 ILCS 74/, Physical Fitness Facility Medical Emergency Preparedness Act.

CROSS REF.: 4:110 (Transportation), 4:175 (Convicted Child Sex Offender; Criminal Background Check and/or Screen; Notifications), 4:180 (Pandemic Preparedness), 5:30 (Hiring Process and Criteria), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED: ~~October 21, 2014~~

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

5:90

General Personnel

Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child shall: (1) immediately report or cause a report to be made to the Illinois Department of Children and Family Services (DCFS) on its Child Abuse Hotline 800/25-ABUSE or 217/524-2606, and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. ~~The employee shall also promptly notify the Superintendent or Building Principal that a report has been made.~~

The report shall include, if known:

1. The name and address of the child, parent/guardian names, or other persons having custody;
2. The child's age;
3. The child's condition, including any evidence of previous injuries or disabilities; and
4. Any other information that the reporter believes may be helpful to DCFS for its investigation.

The employee shall also promptly notify the Superintendent or Building Principal that a report has been made. ~~The Superintendent or Building Principal shall immediately coordinate any necessary notifications to the student's parent(s)/guardian(s) with DCFS, the applicable school resource officer (SRO), and/or local law enforcement.~~

Any District employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 800/843-5678, or online at www.cybertipline.com. The Superintendent or Building Principal shall also be promptly notified of the discovery and that a report has been made.

Any District employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal, Superintendent, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Superintendent or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

Abused and Neglected Child Reporting Act (ANCRA), School Code, and Erin's Law Training

The Superintendent or designee shall provide staff development opportunities for District employees in the detection, reporting, and prevention of child abuse and neglect.

All District employees shall:

1. Before beginning employment, sign the *Acknowledgement of Mandated Reporter Status* form provided by DCFS. The Superintendent or designee shall ensure that the signed forms are retained.
2. Complete mandated reporter training as required by law within one year of initial employment and at least every 5 years after that date.

The Superintendent will encourage all District educators to complete continuing professional development that addresses the traits and identifiers that may be evident in students who are victims of child sexual abuse, including recognizing and reporting child abuse and providing appropriate follow-up and care for abused students as they return to the classroom setting.

yes
w/
edits

~~NO~~

AW

Keep

NO

Comment [AKL1]: This sentence is optional. The sample policy makes coordination with DCFS, the SRO, and local law enforcement a step in the process of reporting, so the local agencies and school district are better able to prevent and manage the risks school officials and parents/guardians face when a DCFS report has been made, e.g., situations where parents/guardians, upon learning a DCFS report has been made involving their child(ren), commit an act of self-harm in response to the information.

Issue 90, October 2015

5:90

Page 1 of 2

DRAFT UPDATE

Special Superintendent Responsibilities

The Superintendent shall execute the requirements in Board policy 5:150, *Personnel Records*, whenever another school district requests a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to DCFS.

The Superintendent shall notify the State Superintendent and the Regional Superintendent in writing when he or she has reasonable cause to believe that a ~~certificate-license~~ holder was dismissed or resigned from the District as a result of an act that made a child an abused or neglected child. The Superintendent must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the ~~certificate-license~~ holder.

OK
Comment [AKL2]: "Certificate" is changed to "license" throughout.
Issue 90, October 2015

Special School Board Member Responsibilities

Each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in the Act, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with the Act's requirements concerning the reporting of child abuse.

LEGAL REF.: 105 ILCS 5/10-21.9.
20 ILCS 1305/1-1 et seq.
20 ILCS 2435/.
325 ILCS 5/.
720 ILCS 5/12C-50.1.

CROSS REF.: 2:20 (Powers and Duties of the Board of Education; Indemnification), 5:20 (Workplace Harassment Prohibited), 5:100 (Staff Development Program), 5:120 (Ethics and Conduct), 5:150 (Personnel Records), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Police Interviews)

ADOPTED: ~~December 17, 2013~~

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

5:100

General Personnel

Staff Development Program

The Superintendent or designee shall implement a staff development program. The goal of such program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction. Additionally, the development program for ~~certificated-licensed~~ staff members shall be designed to effectuate the District and School Improvement Plans so that student learning objectives meet or exceed goals established by the District and State.

The staff development program shall provide, at a minimum, at least once every 2 years, the in-service training of ~~certificated-licensed~~ school personnel and administrators on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children.

The staff development program shall provide, at a minimum, once every 2 years, the in-service training of all District staff on educator ethics, teacher-student conduct, and school employee-student conduct.

In addition, the staff development program shall include each of the following:

1. At least, once every 2 years, training of all District staff by a person with expertise on anaphylactic reactions and management.
2. At least every 2 years, an in-service to train school personnel, at a minimum, to understand, provide information and referrals, and address issues pertaining to youth who are parents, expectant parents, or victims of domestic or sexual violence.
3. Training that, at a minimum, provides District staff with a basic knowledge of matters relating to acquired immunodeficiency syndrome (AIDS) and the availability of appropriate sources of counseling and referral.
4. Training for school personnel who work with students in grades 7 through 8 to identify the warning signs of mental illness and suicidal behavior in adolescents and teens along with appropriate intervention and referral techniques.
5. Abused and Neglected Child Reporting Act (ANCRA), School Code, and *Erin's Law* Training as follows:
 - a. Staff development for local school site personnel who work with students in grades kindergarten through 8, in the detection, reporting and prevention of child abuse and neglect (see policy 5:90, *Abused and Neglected Child Reporting*).
 - b. Within one year of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every 5 years (see policy 5:90, *Abused and Neglected Child Reporting*).
 - c. Informing educators about the recommendation in the *Erin's Law* Taskforce Report requesting them to attend continuing professional development programs that address the prevention and identification of child sexual abuse (see policy 5:90, *Abused and Neglected Child Reporting*).
6. Education for staff instructing students in grades 7 through 8, concerning teen dating violence as recommended by the District's Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, or Complaint Manager.

Comment [AKL1]: "Certificated" is changed to "licensed" throughout.

Issue 90, October 2015

5:100

Page 1 of 2

DRAFT UPDATE

7. ~~Ongoing professional development for teachers, administrators, school resource officers, and staff regarding the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, and developmentally appropriate disciplinary methods that promote positive and healthy school climates.~~
8. ~~Annual continuing education and/or training opportunities (*professional standards*) for school nutrition program directors, managers, and staff. Each school food authority's director shall document compliance with this requirement by the end of each school year and maintain documentation for a three year period.~~
9. ~~The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: coaches and assistant coaches (whether volunteer or employee) of an interscholastic athletic activity; nurses serving on the Concussion Oversight Team; athletic trainers; game officials of an interscholastic athletic activity; and physicians serving on the Concussion Oversight Team. Individuals covered by this training mandate must initially complete the training by 9-1-2016.~~

~~The Superintendent shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with Board policy 7:290, *Suicide and Depression Awareness and Prevention*.~~

An opportunity shall be provided for all staff members to acquire, develop, and maintain the knowledge and skills necessary to properly administer life-saving techniques and first aid, including the Heimlich maneuver, cardiopulmonary resuscitation, and the use of an automated external defibrillator, in accordance with a nationally recognized certifying organization. Physical fitness facilities' staff must be trained in cardiopulmonary resuscitation and use of an automated external defibrillator.

LEGAL REF.: 105 ILCS 5/2-3.602, 5/10-22.6(c-5), ~~5/10-22.39~~, ~~5/22-80(h)~~, 5/10-23.12, 5/24-5, ~~and 25/1.15~~ and 110/3.
325 ILCS 5/4, Abused and Neglected Child Reporting Act.
745 ILCS 49/, Good Samaritan Act.
7 C.F.R. Part 210
23 Ill. Admin. Code Part 525

CROSS REF.: 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 4:160 (Environmental Quality of Buildings and Grounds), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Ethics and Conduct), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 6:160 (English Language-Learners), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:285 (Food Allergy Management Program), 7:290 (Suicide ~~and Depression~~ Awareness and Prevention-Program), 7:305 (Student Athlete Concussions and Head Injuries)

ADOPTED: ~~December 17, 2013~~

Comment [AKL2]: Required by 105 ILCS 5/10-22.6(c-5), amended by P.A. 99-456, eff. 9-15-2016. School board members are also included.
Issue 90, October 2015

Comment [AKL3]: 7 C.F.R. Part 210. Section 210.2 defines school nutrition program directors, managers, and staff. 7 C.F.R. §§210.15(b)(8) (recordkeeping requirements) and 210.30(a), (c), (d), and (e) (professional standards requirements), and 210.30(g)(requiring school food authority directors to keep records). Food service funds may be used for reasonable, allocable, and necessary training costs (7 C.F.R. §210.30(g)).
Issue 90, October 2015

Comment [AKL4]: 1.105 ILCS 5/22-80(h), added by P.A. 99-245, and possibly amended by SB219 (if approved by the House and signed by the Governor, SB219 will extend the effective date to the 2016-2017 school year).
Issue 90, October 2015

Comment [AKL5]: Added in response to 105 ILCS 5/2-3.163, amended by P.A. 99-443.
Issue 90, October 2015

DRAFT UPDATE

Instruction

School Accountability

According to the Illinois General Assembly, the primary purpose of schooling is the transmission of knowledge and culture through which students learn in areas necessary to their continuing development and entry into the world of work. To fulfill that purpose, the Illinois State Board of Education prepared State Goals for Learning with accompanying Illinois Learning Standards.

The Board of Education gives priority in the allocation of resources, including funds, time, personnel, and facilities, to fulfilling this purpose.

Quality Assurance

The Board continuously monitors student achievement and the quality of the District's work. The Superintendent shall supervise the following quality assurance components, in accordance with State statute law and Illinois State Board of Education (ISBE) rules, and continuously keep the Board informed:

1. Preparing each school's annual recognition application and quality assurance appraisal, whether internal or external, to monitor each school's process for continuous school improvement.
2. If needed, submit School Improvement Plans for Board approval that comply with State law and contain:
 - District student learning objectives;
 - Assessment systems for measuring students' progress in the fundamental learning areas; and
 - Reporting systems for informing the community and the State of assessment results.
3. Continuously assess the District's and each school's overall performance in terms of both academic success and equity. This includes, without limitation, a thorough analysis of ISBE's balanced accountability measure and each school's Multiple Measure Index and corresponding Annual Measurable Objective provided by ISBE.
~~Continuously monitoring whether the District and its schools are making adequate yearly progress as defined by State law. If the District and/or any of its schools fail to make adequate yearly progress, the Superintendent shall take the actions provided in State law as well as other responses designed to increase the likelihood that the District and/or schools will make adequate yearly progress the following year. The Superintendent shall seek the Board of Education's approval where necessary or advisable.~~
4. If applicable, develop District and School Improvement Plans, present them for Board approval, and supervise their implementation.
- 3-5. Publishing a school report card in accordance with State law.
6. In accordance with Sec. 2-3.153 of the School Code, administer at least biennially a survey of learning conditions on the instructional environment within the school to, at minimum, students in grades 6 through 12 and teachers.

The Superintendent or designee shall make regular assessment reports to the Board, including projections whether the District and each school is or will be making adequate yearly progress as defined in State law. The Superintendent shall seek Board approval for each District and/or school improvement plan and otherwise when necessary or advisable.

Comment [AKL1]: Policy is updated in response to P.A. 99-193 that significantly revised the system of standards for school districts and schools. ISBE must establish recognition standards for student performance and school improvement for all districts and their individual schools. See the Issue 90 Update Memo for more information. Issue 90, October 2015

Yes
SW

Comment [AP2]: A new directive to the superintendent is required by 105 ILCS 5/2-3.153. The State Superintendent must publicly report on selected indicators of learning conditions resulting from the administration of the instrument at the individual school, district, and State levels.

Issue 88, May 2015

DRAFT UPDATE

School Choice and Supplemental Education Services

This section of the policy is effective only if the choice and/or supplemental educational services requirements in federal law are applicable to Illinois. When effective, school choice and supplemental education services will be offered to students as provided in Title I of the Elementary and Secondary Education Act.

LEGAL REF.: No Child Left Behind Act, §1116, 20 U.S.C. §6316.
34 C.F.R. §§200.32, 200.33, 200.42, and 200.43.
105 ILCS 5/2-3.25d, 5/2-3.25a, 5/2-3.25b, 5/2-3.25c, 5/2-3.25d, 5/2-3.25d-5, 5/2-3.25e-5, 5/2-3.25f, 5/2-3.25f-5, 5/2-3.63, 5/2-3.64a-5, 5/10-21.3a, and 5/27-1.
23 Ill.Admin.Code Part 1, Subpart A: Recognition Requirements.

CROSS REF.: 6:10 (Educational Philosophy and Objectives), 6:170 (Title I Programs), 6:340 (Student Testing and Assessment Program), 7:10 (Equal Educational Opportunities)

ADOPTED: July 10, 2006

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

6:160

Instruction

English Language Learners

Yes
AW

The District offers opportunities for resident English Language Learners to develop high levels of academic attainment in English and to meet the same academic content and student academic achievement standards that all children are expected to attain. The Superintendent or designee shall develop and maintain a program for English Language Learners that will:

1. Assist all English Language Learners to achieve English proficiency, facilitate effective communication in English, and encourage their full participation in school activities and programs as well as promote participation by the parents/guardians of English Language Learners.
2. Appropriately identify students with limited English proficiency.
3. Comply with State law regarding the Transitional Bilingual Educational Program (TBE) or Transitional Program of Instruction (TPI), whichever is applicable.
4. Comply with any applicable State and federal requirements for the receipt of grant money for English Language Learners and programs to serve them.
5. Determine the appropriate instructional program and environment for English Language Learners.
6. Annually assess the English proficiency of English Language Learners and monitor their progress in order to determine their readiness for a mainstream classroom environment.
7. Include English Language Learners, to the extent required by State and federal law, in the District's student assessment program to measure their achievement in reading/language arts and mathematics.
8. Provide information to the parents/guardians of English Language Learners about: (1) the reasons for their child's identification, (2) their child's level of English proficiency, (3) the method of instruction to be used, (4) how the program will meet their child's needs, (5) specific exit requirements of the program, (6) how the program will meet their child's individualized education program, if applicable, and (7) information on parent/guardian rights. Parents/guardians will be regularly apprised of their child's progress and involvement will be encouraged.

Parent Involvement

Parents/guardians of English Language Learners will be: (1) given an opportunity to provide input to the program, and (2) provided notification regarding their child's placement in, and information about, the District's English Language Learners programs.

LEGAL REF.: 20 U.S.C. §§6312-6319 and 6801.
34 C.F.R. Part 200.
105 ILCS 5/14C-1 et seq.
23 Ill.Admin. Code Part 228.

CROSS REF.: 6:15 (School Accountability), 6:170 (Title I Programs), 6:340 (Student Testing and Assessment Program)

ADOPTED: June 13, 2014

Comment [AKL1]: The policy is renamed and the policy text is updated to refer to *English Learner* throughout in response to P.A. 99-30 (ISBE clean-up bill) and recent updates to 23 Ill. Admin. Code §228.15

Issue 90, October 2015

NOTE:
The Office for Civil Rights (OCR) at the U.S. Dept. of Education (ED) and the Civil Rights Division at the U.S. Department of Justice (DOJ) have issued joint guidance to assist school districts and all public schools in meeting their legal obligations to ensure that English learners can participate meaningfully and equally in educational programs and services. The guidance is available at:
www2.ed.gov/about/offices/list/ocr/letters/colleague-01-201501.pdf. In support of this guidance, the Office of English Language Acquisition released an *English Learner (EL) Tool Kit* to assist school districts in providing EL students with the support necessary to achieve their full academic potential. The *Tool Kit* is available at:
www2.ed.gov/about/offices/list/oela/english-learner-toolkit/index.html

NEW TO DISTRICT -- OPTIONAL

6:315

Instruction

High School Credit for Students in Grade 7 or 8

The Superintendent or designee may investigate, coordinate, and implement a program for students in grades 7 and 8 to enroll in a course required for a high school diploma.

If a program is available, students in grades 7 and 8 may enroll in a course required for a high school diploma. Students in grades 7 and 8 who successfully complete a course required for a high school diploma will receive academic credit if permitted by, and in accordance with, the policy of the district where the elementary student will attend high school.

LEGAL REF.: 105 ILCS 5/10-22.43 and 5/27-22.10.
23 Ill. Admin. Code §1.460.

ADOPTED:

Comment [AKL1]: The material in this NEW policy is relocated from policy 6:320, *High School Credit for Proficiency*, and amended in response to legislation. The policy's purpose is to authorize the superintendent or designee to investigate, coordinate, and implement a program to allow students in grades 7 and 8 to enroll in a course required for a high school diploma. While State law controls this policy's content, districts are not required to implement it.

Issue 90, October 2015

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:50

Students

School Admissions and Student Transfers To and From Non-District Schools

Age

To be eligible for admission, a child must be 5 years old on or before September 1 of that school term. Children who enter first grade must be 6 years of age on or before September 1 of that school term.

The District acknowledges the following exemptions:

1. A child will be allowed to enroll in the District kindergarten program if he or she will be 5 years of age by September 30th and has been admitted through the District Early Admittance Procedure.
2. A child will be allowed to attend first grade if he or she has successfully completed a public school kindergarten program in the United States and will be six years old on or before December 31st.
3. If a child has enrolled in a public school district in the United States through an Early Admittance Procedure the child will be enrolled in his or her current grade level provided that he or she is no more than four months younger than the required age for that grade level.
4. If a child has attended or is enrolled in a public or private school program outside of the United States with an appropriately ~~certified-licensed~~ teacher and is no more than four months younger than the required age for that grade level and successfully completes a readiness assessment for his or her current grade level, he or she will be enrolled in his or her current grade level.

A child with exceptional needs who qualifies for special education services is eligible for admission at 3 years of age.

Admission Procedure

All students must register for school each year on the dates and at the place designated by the Superintendent.

Parents/guardians of students enrolling in the District for the first time must present:

1. A certified copy of the student's birth certificate or other reliable proof of the student's identity and age and affidavit explaining the inability to produce a copy of the birth certificate. Other reliable proof of the student's identity and age shall include a passport, visa or other governmental documentation of the child's identity. A student will be enrolled without a birth certificate. If a birth certificate or other reliable proof of the student's identity and age is not presented, the Superintendent or designee shall notify in writing the person enrolling the student that within 30 days he or she must provide a certified copy of the student's birth certificate or other reliable proof of the student's identity and age. When a certified copy of the birth certificate or other reliable proof of the student's identity and age is presented, the school shall promptly make a copy for its records, place the copy in the student's temporary record, and return the original to the person enrolling the child. If a person enrolling a student fails to provide a certified copy of the student's birth certificate or other reliable proof of the student's identity and age, the Superintendent or designee shall immediately notify the local law enforcement agency and shall also notify the person enrolling the student in writing that, unless he or she complies within 10 days, the case shall be referred to the local law enforcement authority for investigation. If compliance is not obtained within that 10-day period, the Principal shall so refer the case. The Superintendent

Comment [AKL1]: Policy is updated to change "certified" to "licensed"
Issue 90, October 2015

7:50

Page 1 of 2

DRAFT UPDATE

or designee shall immediately report to the local law enforcement authority any material received pursuant to this paragraph that appears inaccurate or suspicious in form or content.

2. Proof of residence, as required by Board policy 7:60, *Residence*.
3. Proof of disease immunization or detection and the required physical examination, as required by State law and Board policy 7:100, *Health, Eye and Dental Examinations, Immunizations, and Exclusion of Students*.

The individual enrolling a student shall be given the opportunity to voluntarily state whether the student has a parent or guardian who is a member of a branch of the U. S. Armed Forces and who is either deployed to active duty or expects to be deployed to active duty during the school year. Students who are children of active duty military personnel transferring will be allowed to enter: (a) the same grade level in which they studied at the school from which they transferred, if the transfer occurs during the District's school year, or (b) the grade level following the last grade completed.

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required for enrollment. Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Student Transfers To and From Non-District Schools

A student may transfer into or out of the District according to State law and procedures developed by the Superintendent or designee. A student seeking to transfer into the District must serve the entire term of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into the School District.

LEGAL REF.: McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.
Family Educational Rights and Privacy Act, 20 U.S.C. §1232.
Illegal Immigrant and Immigrant Responsibility Act of 1996, 8 U.S.C. §1101.
Individuals With Disabilities Education Improvement Act, 20 U.S.C. §1400 et seq.
Rehabilitation Act, Section 504, 29 U.S.C. §794.
105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-22.5a, 5/14-1.02, 5/14-1.03a, 5/26-1, 5/26-2,
5/27-8.1, 10/8.1, 45/, and 70/
325 ILCS 50/ and 55/
410 ILCS 315/2e.
20 Ill.Admin.Code Part 1290, Missing Person Birth Records and School
Registration.
23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 6:30 (Organization of Instruction), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping out of School and Graduation Incentives Program), 6:140 (Education of Homeless Children), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:100 (Health, Eye and Dental Examinations, Immunizations, and Exclusion of Students), 7:340 (Student Records)

ADOPTED: April 21, 2015

DRAFT UPDATE

Students

Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students

Required Health Examinations and Immunizations

A student's parent(s)/guardian(s) shall present proof that the student received a health examination, with proof of the immunizations against, and screenings for, preventable communicable diseases, as required by the Illinois Department of Public Health, within one year prior to:

if yes
SW

1. Entering kindergarten or the first grade;
2. Entering the sixth grade; and
3. Enrolling in an Illinois school, regardless of the student's grade (including nursery school, special education, Head Start programs operated by elementary or secondary schools, and students transferring into Illinois from out-of-state or out-of-country).

Proof of immunization against meningococcal disease is required from students in grade 6, beginning with the 2015-2016 school year.

As required by State law:

1. The required health examinations must be performed by a physician licensed to practice medicine in all of its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician authorizing the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the performance of health examinations by a supervising physician.
2. A diabetes screening must be included as a required part of each health examination; diabetes testing is not required.
3. Before admission and in conjunction with required physical examinations, parents/guardians of children between the ages of ~~6-months-one~~ and ~~6-seven~~ years must provide a statement from a physician that their child was "risk-assessed" or screened for lead poisoning.
4. The Department of Public Health will provide all female students entering sixth grade and their parents/guardians information about the link between human papilloma virus (HPV) and cervical cancer and the availability of the HPV vaccine.

Comment [AKL1]: Policy is amended in response to 410 ILCS 315/1.10, amended by P.A. 98-480
Issue 90, October 2015

Unless an exemption or extension applies, the failure to comply with the above requirements by the first day of school of the current school year will result in the student's exclusion from school until the required health forms are presented to the District. New students who register after the first day of school of the current school year shall have 30 days following registration to comply with the health examination and immunization regulations. If a medical reason prevents a student from receiving a required immunization by the first day of school, the student must present, by the first day of school, an immunization schedule and a statement of the medical reasons causing the delay. The schedule and statement of medical reasons must be signed by the physician, advanced practice nurse, physician assistant, or local health department responsible for administering the immunizations.

A student transferring from out-of-state who does not have the required proof of immunizations by the first day of school may attend classes only if he or she has proof that an appointment for the required vaccinations is scheduled with a party authorized to submit proof of the required vaccinations. If the required proof of vaccination is not submitted within 30 days after the student is permitted to attend classes, the student may no longer attend classes until proof of the vaccinations is properly submitted.

DRAFT UPDATE

Eye Examination

Parents/guardians are encouraged to have their children undergo an eye examination whenever health examinations are required.

Parents/guardians of students entering kindergarten or an Illinois school for the first time shall present proof before October 15 of the current school year that the student received an eye examination within one year prior to entry of kindergarten or the school. A physician licensed to practice medicine in all of its branches or a licensed optometrist must perform the required eye examination.

If a student fails to present proof by October 15, the school may hold the student's report card until the student presents proof: (1) of a completed eye examination, or (2) that an eye examination will take place within 60 days after October 15. The Superintendent or designee shall ensure that parents/guardians are notified of this eye examination requirement in compliance with the rules of the Department of Public Health. Schools shall not exclude a student from attending school due to failure to obtain an eye examination.

Dental Examination

All children in kindergarten and the second and sixth grades must present proof of having been examined by a licensed dentist before May 15 of the current school year in accordance with rules adopted by the Illinois Department of Public Health.

If a child in the second or sixth grade fails to present proof by May 15, the school may hold the child's report card until the child presents proof: (1) of a completed dental examination, or (2) that a dental examination will take place within 60 days after May 15. The Superintendent or designee shall ensure that parents/guardians are notified of this dental examination requirement at least 60 days before May 15 of each school year.

Exemptions

In accordance with rules adopted by the Illinois Department of Public Health (IDPH), a student will be exempted from this policy's requirements for:

1. Religious or medical grounds, if the student's parents/guardians present the IDPH's Certificate of Religious Exemption form to the Superintendent or designee. When a signed statement explaining the objection; Certificate of Religious Exemption form is presented, the Superintendent or designee shall immediately inform the parents/guardians of exclusion procedures pursuant to Board policy 7:280, Communicable and Chronic Infectious Disease and State rules if there is an outbreak of one or more diseases from which the student is not protected.
2. Health examination or immunization requirements on medical grounds if a physician provides written verification;
3. Eye examination requirement if the student's parents/guardians show an undue burden or lack of access to a physician licensed to practice medicine in all of its branches who provides eye examinations or a licensed optometrist; or
4. Dental examination requirement if the student's parents/guardians show an undue burden or a lack of access to a dentist.

Homeless Child

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce immunization and health records normally required for enrollment. Board policy 6:140, *Education of Homeless Children*, governs the enrollment of homeless children.

Comment [AKL2]: Policy is amended in response to 105 ILCS 5/27-8.1(i 10) and (8), changed by P. A. 99-249, and 77 Ill. Admin Code §665.51

The Certificate of Religious Exemption form is available on ISBE's website at www.isbe.net/researchandfi/immun-exam-gd/m-religious-exempt.pdf

Issue 90, October 2015

yes
SW

DRAFT UPDATE

LEGAL REF.: McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.
105 ILCS 5/27-8.1 and 45/1-20.
410 ILCS 45/7.1 and 315/2e.
23 Ill.Admin.Code §1.530.
77 Ill.Admin.Code Part 665.
77 Ill.Admin.Code Part 690.
77 Ill.Admin.Code Part 695.

CROSS REF.: 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children), 7:50
(School Admissions and Student Transfers To and From Non-District Schools),
7:280 (Communicable and Chronic Infectious Disease)

ADOPTED: April 21, 2015

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:130

Students

Student Rights and Responsibilities

All students are entitled to enjoy the rights protected by the U.S. and Illinois Constitutions and laws for persons of their age and maturity in a school setting. ~~These rights include the right to voluntarily engage in individually initiated, non-disruptive prayer that, consistent with the Free Exercise and Establishment Clauses of the U.S. and Illinois Constitutions, is not sponsored, promoted, or endorsed in any manner by the school or any school employee.~~ Students should exercise these rights reasonably and avoid violating the rights of others. Students who violate the rights of others or violate District policies or rules will be subject to disciplinary measures.

Students may, during the school day, during noninstructional time, voluntarily engage in individually or collectively initiated, non-disruptive prayer or religious-based meetings that, consistent with the Free Exercise and Establishment Clauses of the U.S. and Illinois Constitutions, are not sponsored, promoted, or endorsed in any manner by the school or any school employee. Noninstructional time means time set aside by a school before actual classroom instruction begins or after actual classroom instruction ends.

LEGAL REF.: 20 U.S.C. §7904.
105 ILCS 20/5.
Tinker v. Des Moines Independent School District, 89 S.Ct. 733 (1969).

CROSS REF.: 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:190 (Student Discipline)

ADOPTED: July 10, 2006

Comment [AKL1]: Policy is amended in response to 105 ILCS 20/5, amended by P.A. 99-410. The statute provides these examples of religious-based meetings: prayer groups, B I B L E (Basic Instruction Before Leaving Earth) clubs, and meet at the flagpole for prayer days

Issue 90, October 2015

7:130

Page 1 of 1

DRAFT UPDATE

Students

Search and Seizure

To maintain order and security in the schools, school authorities are authorized to conduct reasonable searches of school property and equipment, as well as of students and their personal effects. "School authorities" includes school liaison police officers.

School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks, and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there.

The Superintendent may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.

Students

School authorities may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objectives and not excessively intrusive in light of the student's age and sex, and the nature of the infraction.

When feasible, the search should be conducted as follows:

1. Outside the view of others, including students;
2. In the presence of a school administrator or adult witness; and
3. By a certificated employee or liaison police officer of the same sex as the student.

Immediately following a search, a written report shall be made by the school authority who conducted the search, and given to the Superintendent.

Seizure of Property

If a search produces evidence that the student has violated or is violating either the law or the District's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities.

Notification Regarding Student Accounts or Profiles on Social Networking Websites

~~State law requires the District to The Superintendent or designee shall~~ notify students and their parents/guardians ~~that of each of the following in accordance with the Right to Privacy in the School Setting Act, 105 ILCS 75/:~~

1. School officials may not request or require a student or his or her parent/guardian to provide a password or other related account information to gain access to the student's account or profile on a social networking website. ~~This request may be made only if there is reasonable cause to believe that the student's account contains evidence that he or she violated a school disciplinary rule or Board policy.~~

Comment [AKL1]: Policy is amended in response to the Right to Privacy in the School Setting Act, 105 ILCS 75/15, amended by P.A. 99-460. This law prohibits school officials from requiring or requesting a student to provide a password or other related account information. It requires districts to provide parents/guardians with notice of the law. The notification must be published in the school's disciplinary rules, policies, or handbook, or communicated by similar means. For sample handbook language, see the Illinois Principals Association *Online Model Student Handbook (MSH)* at: www.ilprincipals.org/resources/model-student-handbook

Issue 90, October 2015

DRAFT UPDATE

2. School officials may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, the student may be required to share the content that is reported in order to allow school officials to make a factual determination.

Comment [APowell2]: As permitted by the Act, the policy authorizes school officials to require a student to share the content of a social networking website in certain limited situations

Issue 90, October 2015

LEGAL REF.: 105 ILCS 5/10-20.14, 5/10-22.6, and 5/10-22.10a.
Right to Privacy in the School Setting Act, 105 ILCS 75/
Cornfield v. Consolidated High School Dist. No. 230, 991 F.2d 1316 (7th Cir., 1993).
People v. Dilworth, 661 N.E.2d 310 (Ill., 1996), *cert. denied*, 116 S.Ct. 1692 (1996).
People v. Pruitt, 662 N.E. 2d 540 (Ill.App.1, 1996), *app. denied*, 667 N.E. 2d 1061 (Ill.App.1, 1996).
T.L.O. v. New Jersey, 105 S.Ct. 733 (1985).
Vernonia School Dist. 47J v. Acton, 115 S.Ct. 2386 (1995).
Safford Unified School Dist. No. 1 v. Redding, 129 S. Ct. 2633 (2009).

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:150 (Agency and Police Interviews), 7:190 (Student Discipline)

ADOPTED: ~~October 21, 2014~~

Students

Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important Board goals.

Suicide and Depression Awareness and Prevention Program

The Superintendent or designee shall develop, implement, and maintain a suicide and depression awareness and prevention program (Program) that advances the Board's goals of increasing awareness and prevention of depression and suicide. This program must be consistent with the requirements of Ann Marie's Law listed below; each listed requirement, 1-6, corresponds with the list of required policy components in the School Code Section 5/2-3.163(c)(2)-(7). The Program shall include:

*yes
AW*

1. **Protocols for administering youth suicide awareness and prevention education to students and staff.**
 - a. For students, implementation will incorporate Board policy 6:60, Curriculum Content, which implements 105 ILCS 5.2-3.139 and 105 ILCS 5/27-7 (requiring education for students to develop a sound mind and a healthy body).
 - b. For staff, implementation will incorporate Board policy 5:100, Staff Development, and teacher's institutes under 105 ILCS 5/3-14.8 (requiring coverage of the warning signs of suicidal behavior).
2. **Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide.**
 - a. For students in grades 7 through 12, implementation shall incorporate the training required by 105 ILCS 5/10-22.39 for school guidance counselors, teachers, school social workers, and other school personnel who work with students to identify the warning signs of suicidal behavior in adolescents and teens along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide.
 - b. For all students, implementation shall incorporate Illinois State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to Ann Marie's Law on ISBE's website.
3. **Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide. Implementation will incorporate paragraph number 2, above, along with:**
 - a. Board policy 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the Ill. Learning Standards and 405 ILCS 49/15(b) (requiring student social and emotional development in the District's educational program);
 - b. Board policy 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and 105 ILCS 5/10-22.24a and 22.24b, which allow a qualified guidance specialist or any licensed staff member to provide school counseling services.

Comment [AKL1]: A suicide awareness and prevention policy is required by Ann Marie's Law, 105 ILCS 5/2-3.163(c), amended by P.A. 99-443.

For more information, consult the footnotes located at PRESS online. **Issue 90, October 2015**

Comment [AKL2]: Required by 105 ILCS 5/2-3.163(c)(2), amended by P.A. 99-443. It requires the policy to include protocols for administering youth suicide awareness and prevention education to staff and students.

Issue 90, October 2015

Comment [AKL3]: Required by 105 ILCS 5/2-3.163(c)(3), amended by P.A. 99-443. This policy adds *with the goal of* and *possibly* to modify the statute's use of "at risk of suicide." *With the goal of* acknowledges that identifying every student at risk of suicide is impossible. *Possibly* is added to inform the public that these identifications are not definitive. School staff members are not licensed medical professionals who are fully trained to make definitive determinations about whether a student is at risk of suicide, and parents/guardians should not take any referral under this requirement as such.

Issue 90, October 2015

Comment [AKL4]: Required by 105 ILCS 5/2-3.163(c)(4), amended by P.A. 99-443. For further discussion of 105 ILCS 5/10-22.24b, amended by P.A. 99-276, see ¶n 2 in policy 6:270, *Guidance and Counseling Program*. This policy adds "for use during the school day and at school-sponsored events" to inform the public about the limitations concerning what schools can realistically provide students and their parent(s)/guardian(s).

Issue 90, October 2015

- c. Board policy 7:250, *Student Support Services*, implementing the Children’s Mental Health Act of 2003, 405 ILCS 49/ (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and
 - d. State and/or federal resources that address emotional or mental health safety plans for students who are at a potentially increased risk for suicide, if available on the ISBE’s website pursuant to Ann Marie’s Law.
4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate **building-level Student Support Committee(s)** established through Board policy 7:250, *Student Support Services*.
 5. Reporting procedures. Implementation of this requirement shall incorporate Board policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to **other State and/or federal resources that address reporting procedures**.
 6. A process to incorporate ISBE-recommend resources on youth suicide awareness and **prevention programs, including current contact information for such programs in the District’s Suicide and Depression Awareness and Prevention Program**.

Illinois Suicide Prevention Strategic Planning Committee

The Superintendent or designee shall attempt to develop a relationship between the District and the Illinois Suicide Prevention Strategic Planning Committee, the Illinois Suicide Prevention Coalition Alliance, and/or a community mental health agency. The purpose of the relationship is to discuss how to incorporate the **goals and objectives of the Illinois Suicide Prevention Strategic Plan** into the District’s **Suicide Prevention and Depression Awareness Program**.

Monitoring

The Board will review and update this policy pursuant to Ann Marie’s Law and Board policy 2:240, *Board Policy Development*.

Information to Staff, Parents/Guardians, and Students

The Superintendent shall inform each school district employee about this policy and ensure its posting on the District’s website. The Superintendent or designee shall provide a copy of this policy to the parent or legal guardian of each student enrolled in the District.

Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Children’s Mental Health Act of 2003, 405 ILCS 49/, Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/, and the Individuals with Disabilities Education Act, 42 U.S.C. §12101 *et seq.*

The District, Board, and its staff are protected from liability by the Local Governmental and Governmental Employees Tort Immunity Act. Services provided pursuant to this policy: (1) do not replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in suicide prevention, assessments and counseling services, (2) are strictly limited to the available resources within the District, (3) do not extend beyond the school day and/or school-sponsored events, and (4) cannot guarantee or ensure the safety of a student or the student **body**.

Comment [AKL5]: Required by 105 ILCS 5/2-3.163(c)(5), amended by P.A. 99-443. See 7:250-AP2, *Protocol for Responding to Students with Social, Emotional, or Mental Health Problems* for information about building-level Student Support Committees.
Issue 90, October 2015

Comment [AKL6]: Required by 105 ILCS 5/2-3.163(c)(6), amended by P.A. 99-443.
Issue 90, October 2015

Comment [AKL7]: Required by 105 ILCS 5/2-3.163(c)(6), amended by P.A. 99-443.
Issue 90, October 2015

Comment [AKL8]: **Optional.** At the time of publication, the status of the Illinois Suicide Prevention Strategic Plan was unclear in light of Ann Marie’s Law. However, the plan may be found at: www.idph.state.il.us/about/chronic/Suicide_Prevention_Plan_Jan-08.pdf.
Issue 90, October 2015

Comment [AKL9]: Required by 105 ILCS 5/2-3.163(c)(6), amended by P.A. 99-443.
Issue 90, October 2015

Comment [AKL10]: **Consult the board attorney for guidance concerning liability in this area.** Except for cases of willful and wanton conduct, the Local Governmental and Governmental Employees Tort Immunity Act likely protects districts from liability for failure to properly identify and/or respond to a student’s mental health issue that results in suicide. For more information, consult the footnotes located at PRESS online.
Issue 90, October 2015

LEGAL REF.: 105 ILCS 5/2-3.163, 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b.
745 ILCS 10/.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 6:270 (Guidance and Counseling Program), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

ADOPTED:

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:300

Students

Co-Curricular Athletics

Student participation in school-sponsored co-curricular athletic activities is contingent upon the following:

1. The student must meet the academic criteria set forth in Board policy ~~on school-sponsored extracurricular~~ 6:190, Extracurricular and Co-Curricular Activities.
2. The ~~A~~ parent(s)/guardian(s) of the student must provide written permission for the student's participation, giving the District full waiver of responsibility of the risks involved.
3. The student must present a current certificate of physical fitness issued by a licensed physician, an advanced practice nurse, or a physician assistant ~~who assures that the student's health status allows for active athletic participation.~~ The Pre-Participation Physical Examination Form, offered by the Illinois High School Association and the Illinois Elementary School Association, is the preferred certificate of physical fitness.
4. The student must show proof of accident insurance coverage either by a policy purchased through the District-approved insurance plan or a parent(s)/guardian(s) written statement that the student is covered under a family insurance plan.
5. The student must agree to follow all conduct rules and the coaches' instructions.
- 4.6. The student and his or her parent(s)/guardian(s) must: (a) comply with the eligibility rules of, and complete any forms required by, any sponsoring association (such as, the Illinois Elementary School Association, the Illinois High School Association, or the Southern Illinois Junior High School Athletic Association), and (b) complete all forms required by the District including, without limitation, signing an acknowledgment of receiving information about the Board's concussion policy 7:305, Student Athlete Concussions and Head Injuries.

~~The Superintendent or designee~~ The Superintendent or designee (1) is authorized to impose additional requirements for a student to participate in extracurricular athletics, provided the requirement(s) comply with Board policy 7:10, Equal Educational Opportunities, and (2) shall maintain the necessary records to ensure student compliance with this policy.

LEGAL REF.: 105 ILCS 5/10-20.30, 5/10-20.54, 5/22-80, and 25/2.
23 Ill.Admin Code §1.530(b).

CROSS REF.: 4:170 (Safety), 6:190 (Co-Curricular Activities), 7:10 (Equal Educational Opportunities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:305 (Student Concussions and Head Injuries), ~~7:330 (Student Use of Buildings - Equal Access)~~ 7:340 (Student Records)

ADOPTED: July 10, 2006

Comment [AKL1]: The policy, Legal References, and Cross References are updated in response to legislation and subscriber feedback

Issue 90, October 2015

Comment [AKL2]: A form is available on the IHSA website at: ihsa.org/Resources/DownloadCenter.aspx

Issue 90, October 2015

Comment [AKL3]: A district must include information concerning the board's concussion policy in any agreement, contract, code, or other written instrument that the district requires a student athlete and his or her parent(s) or guardian(s) to sign before participating in practice or interscholastic competition (105 ILCS 5/10-20.54 and 23 Ill.Admin.Code §1.530(b). In addition, the student and student's parent/guardian must sign a form approved by IHSA acknowledging receiving and reading written information on concussions (105 ILCS 5/22-80(e), added by P.A. 99-245; if approved by the House and signed by the Governor, SB219 will extend the effective date to the 2016-2017 school year.)

Issue 90, October 2015

*ijes
SLW*

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:340

Students

Student Records

School student records are confidential. Information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or federal law as summarized below:

1. Records kept in a staff member's sole possession that are used only as a personal memory aid of the maker thereof and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
2. Records maintained by law enforcement officers working in the school.
3. Video and other electronic recordings (including without limitation, electronic recordings made on school buses) that are created in part for law enforcement, security, or safety reasons or purposes. The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials, for disciplinary or special education purposes regarding a particular student.
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 17 years who has been arrested or taken into custody.

State and federal law grant students and parent(s)/guardian(s) certain rights, including the right to inspect, copy, and challenge school student records. The information contained in school student records shall be of clear educational relevance to the student. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The District may release directory information as permitted by law, but parent(s)/guardian(s) shall have the right to object to the release of information regarding their child. However, the District will comply with an ex parte court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to, or the consent of, the students' parent(s)/guardian(s). Upon request, the District discloses school student records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law.

The Superintendent shall fully implement this policy and designate an official records custodian for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records.

Comment [AKL1]: Provision is added for clarity.
Issue 90, October 2015

7:340

Page 1 of 2

DRAFT UPDATE

LEGAL REF.: Chicago Tribune Co. v. Chicago Bd. of Ed., 773 N.E.2d 674 (Ill.App. 1, 2002).
Owasso I.S.D. No. I-011 v. Falvo, 122 S.Ct. 934 (2002).
Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99.
Children's Privacy Protection and Parental Empowerment Act, 325 ILCS 17/
105 ILCS 5/10-20.21b, 20.37, 20.40, 5/14-1.01 et seq., and 10/
50 ILCS 205/7.
750 ILCS 5/602.11.
23 Ill.Admin.Code Parts 226 and 375.

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:220 (Bus Conduct)

ADOPTED: ~~October 15, 2013~~

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

8:30

Community Relations

Visitors to and Conduct on School Property

The following definitions apply to this policy:

School property - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a School Board meeting, school athletic event, or other school-sponsored event.

Visitor - Any person other than an enrolled student, District employee or member of the Board of Education (the Board member must have gone through the Criminal Background Check and/or Screen of Board Policy 4:175).

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents and friends are invited onto school property, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

Except as provided in the next paragraph, any person wishing to confer with a staff member must contact that staff member by telephone to make an appointment. Online scheduling is available to make an appointment to meet with a staff member during regular parent/teacher conference days. Conferences with teachers are held outside school hours or during the teacher's conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, a Board member, sports official or coach, or any other person;
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language;
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device. ~~—however—~~ An individual licensed to carry a concealed firearm under the Illinois Firearm Concealed Carry Act is permitted to: (a) carry a concealed firearm within a vehicle into a parking area controlled by a school or the District and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area, and/or (b) carry a concealed firearm in the immediate area surrounding his or her vehicle in a parking area controlled by a school or the District for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.
4. Damage or threaten to damage another's property;
5. Damage or deface School District property;
6. Violate any Illinois law, or town or county ordinance;
7. Smoke or otherwise use tobacco products;

Comment [AKL1]: Amended in response to 430 ILCS 69/65(b), added by P.A. 98-630 and amended by P.A. 99-29 (Concealed Carry Act)

Issue 90, October 2015

8:30

Page 1 of 3

DRAFT UPDATE

yes
DW

8. Distribute, Consume, use, possess, distribute, or be under the influence of an alcoholic beverage or illegal drug; be present when the person's alcohol or illegal drug consumption is detectible, regardless of when and/ or where the use occurred.
9. Use or possess medical cannabis.
10. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner);
11. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board of Education;
12. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive;
13. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding; or
14. Violate other District policies or regulations, or a directive from an authorized security officer or District employee; or
15. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.

Comment [AKL2]: The policy text addressing prohibited conduct is amended to align with recent updates to in 5:50, *Drug- and Alcohol-Free Workplace; Tobacco Prohibition*. For more information, see footnote 2 of policy 5:50. This statement must be consistent with employee working conditions
Issue 90, October 2015

Exclusive Bargaining Representative Agent

Authorized agents of an exclusive bargaining representative, upon notifying the Building Principal's office, may meet with a school employee (or group of employees) in the school building during free-times of such employees.

Convicted Child Sex Offender

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender meets either of the following two exceptions:

1. The offender is a parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. The offender received permission to be present from the Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

Enforcement

Any staff member may request identification from any person on school grounds or in any school building; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from school property. The person is also subject to being denied admission to school events or meetings for up to one calendar year.

Procedures to Deny Future Admission to School Events or Meetings

Before any person may be denied admission to school events or meetings as provided in this policy, the person has a right to a hearing before the Board. The Superintendent may refuse the person

DRAFT UPDATE

admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least 10 days before the Board hearing date. The hearing notice must contain:

1. The date, time, and place of the Board hearing,
2. A description of the prohibited conduct,
3. The proposed time period that admission to school events will be denied, and
4. Instructions on how to waive a hearing.

LEGAL REF.: Nuding v. Cerro Gordo Community Unit School Dist., 730 N.E.2d 96 (Ill.App.4, 2000).

Pro-Children Act of 1994, 20 U.S.C. §7181 et seq.
105 ILCS 5/10-20.5b, 5/24-24, and 5/24-25.
410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.
430 ILCS 66/, Firearm Concealed Carry Act.
720 ILCS 5/11-9.3.

CROSS REF.: 4:170 (Safety), 5:50 (Drug and Alcohol-Free Workplace; Tobacco Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Discipline), 8:20 (Community Use of School Facilities),

ADOPTED: December 17, 2013

REVISED: April 7, 2015

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:150

Students

Agency and Police Interviews

The Superintendent shall develop procedures to manage requests by agency officials or police officers to interview students at school, ~~through Procedures that will:~~ (1) recognize individual student rights and privacy, (2) minimize potential disruption, (3) foster a cooperative relationship with public agencies and law enforcement, and (4) comply with State law.

LEGAL REF.: 55 ILCS 80/, Children's Advocacy Center Act.
325 ILCS 5/, Abused and Neglected Child Reporting Act.
720 ILCS 5/31-1 et seq., Interference with Public Officers Act.
725 ILCS 120/, Rights of Crime Victims and Witnesses Act.

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:190 (Student Discipline Behavior)

ADOPTED: ~~December 10, 2007~~

Comment [AKL1]: The policy and Cross References are updated. The policy is updated in response to subscriber feedback to clarify that superintendents are responsible for developing procedures and implementing this policy. It was also reviewed in light of P. A. 99-456 (eff. 9-15-2016).
Issue 91, February 2016

7:150

Page 1 of 1

This policy is **rewritten** in response to legislation (P.A. 99-456). Much of the previous policy language remains, but has been reordered. The extent of the changes made our usual PRESS Plus process for showing changes too cumbersome. A redlined version is available in the Committee Worksheets via PRESS Online.

Students

This policy becomes effective and replaces the current policy on *Student Discipline* on the first student attendance day of the 2016-2017 school year.

yes
SW

Student Behavior (formerly known as Student Discipline)

The goals and objectives of this policy are to provide effective discipline practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; (4) address the causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in *prohibited student conduct*, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

Prohibited Student Conduct

The school administration is authorized to discipline students for gross disobedience or misconduct, including but not limited to:

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, selling, or offering for sale:
 - a. Any illegal drug or controlled substance, or cannabis (including medical cannabis, marijuana, and hashish).
 - b. Any anabolic steroid unless it is being administered in accordance with a physician's or licensed practitioner's prescription.
 - c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.

Comment [APowell1]: Once adopted, this policy should be placed in the board's policy manual and used by staff to come into compliance with P.A. 99-456. On the first attendance day of the 2016-2017 school year, this policy will replace the former version, which can be deleted from the policy manual at that time. See the Update Memo for more information.
Issue 91, February 2016

Comment [APowell2]: The policy title is changed to refocus the policy on student behavior and reduce its punitive tone. The parent-teacher advisory committee should meet to discuss the changes to this policy necessitated by P.A. 99-456 before the legislation's effective date of 9-15-2016.
Issue 91, February 2016

Comment [APowell3]: Goals and objectives are added to give the board a focus for monitoring the policy. This list can be deleted, replaced, or modified by the board.
Issue 91, February 2016

Comment [APowell4]: This subhead title was added and the section moved to this new location within the policy to clarify that the district will take disciplinary action only when a student engages in prohibited conduct under the conditions described in this section.
Issue 91, February 2016

Comment [APowell5]: New items are added to the list of prohibited student conduct to be thorough. Consult the Board attorney for advice on deleting or modifying any of the items in this section.
Issue 91, February 2016

- d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited.
- e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form.
- g. "Look-alike" or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or represents to be, an illegal drug, controlled substance, or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug, controlled substance, or other substance that is prohibited by this policy.
- h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

- 4. Using, possessing, controlling, or transferring a "weapon" as that term is defined in the Weapons section of this policy, or violating the Weapons section of this policy.
- 5. Using or possessing an electronic paging device. Using a cellular telephone, video recording device, personal digital assistant (PDA), or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules. Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device, or cellular phone. Unless otherwise banned under this policy or by the Building Principal, all electronic devices must be kept powered-off and out-of-sight during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP); (c) it is used during the student's lunch period, or (d) it is needed in an emergency that threatens the safety of students, staff, or other individuals.
- 6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
- 7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.

Comment [APowell6]: Contact the board attorney for advice concerning whether to accommodate a student who is a registered qualifying patient.
Issue 91, February 2016

Comment [APowell7]: This is a catch-all provision concerning substances that may pose a health risk or disruption.
Issue 91, February 2016

Comment [APowell8]: The Powdered Caffeine Control and Education Act states: "No person may sell, offer for sale, give away, or provide free samples of powdered pure caffeine to any person under age 18 located within the State or to any person under age 18 making the purchase from within the State." A limited exception exists 410 ILCS 647/20, added by P.A. 99-50.
Issue 91, February 2016

Comment [APowell9]: The prohibition concerning "look-alike" or counterfeit drugs is expanded to include any substance that a student believes to be, or represents to be, a substance prohibited by the policy, even if the substance is not prohibited. This edit will apply, for example, if a student represents a powdered vitamin to be pure caffeine - pure caffeine is prohibited on campus even though it is a legal substance.
Issue 91, February 2016

Comment [APowell10]: Contact the board attorney for advice concerning whether to accommodate a student who is a registered qualifying patient.
Issue 91, February 2016

Comment [APowell11]: 105 ILCS 5/10-21.10 prohibits student possession of electronic paging devices, but State law leaves to local boards the discretion whether to prohibit student possession of cellular phones (105 ILCS 5/10-20.28)

OPTION 1:
To prohibit use or possession unless authorized by the Building Principal replace #5 with the following:
Using or possessing a cellular telephone, electronic signaling device, two-way radio, video recording device, and/or other telecommunication device, unless authorized and approved by the Building Principal.
Issue 91, February 2016

SW - yes

8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.
9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.
10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
11. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
13. Entering school property or a school facility without proper authorization.
14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
15. Being absent without a recognized excuse; State law and School Board policy regarding truancy control will be used with chronic and habitual truants.
16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.
21. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

For purposes of this policy, the term "possession" includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event.

Efforts, including the use of positive interventions and supports, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Superintendent or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident. The failure to provide such notification does not limit the Board's authority to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

Disciplinary Measures

School officials shall limit the number and duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions. School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties. Potential disciplinary measures include, without limitation, any of the following:

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.
7. After-school study or Saturday study provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with Board policy 7:220, Bus Conduct.
11. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, Suspension Procedures. A student who has been suspended may also be restricted from being on school grounds and at school activities.
12. Expulsion from school and all school activities for a definite time period not to exceed 2 calendar years in accordance with Board policy 7:210, Expulsion Procedures. A student who

Comment [APowell12]: The practice of suspending or expelling a student based on the number of accumulated disciplinary infractions may be illegal under 105 ILCS 5/10-22.6, amended by P.A. 99-456, eff. 9-15-2016. This includes a system of assigning points to specific infractions and then tallying the points a student receives over a period of time to determine a disciplinary exclusion from school. Contact the board attorney before using such a system.
Issue 91, February 2016

Comment [APowell13]: 105 ILCS 5/10-22.6(b-5), amended by P.A. 99-456, eff. 9-15-2016. According to subsection c-5, "[s]chool districts must make reasonable efforts to provide ongoing professional development to teachers, administrators, school board members, school resource officers, and staff on the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, and developmentally appropriate disciplinary methods that promote positive and healthy school climates." 105 ILCS 5/10-22.6(c-5), added by P.A. 99-456, eff. 9-15-2016.
Issue 91, February 2016

Comment [APowell14]: A new provision prohibits school personnel from advising or encouraging students to drop out voluntarily due to behavioral or academic difficulties. 105 ILCS 5/10-22.6(h), added by P.A. 99-456.
Issue 91, February 2016

Comment [APowell15]: The disciplinary measures have been re-ordered from least severe to most severe to be more reader-friendly. The disciplinary measures listed are a range of options that will not always be applicable in every case.
Issue 91, February 2016

Comment [APowell16]: Restitution is permitted, but assessing a fine is prohibited by (105 ILCS 5/10-22.6(i), added by P.A. 99-456, eff. 9-15-2016).
Issue 91, February 2016

Comment [APowell17]: The 5-day limit on in-school suspensions is removed to add flexibility to its use.
Issue 91, February 2016

Comment [APowell18]: Consult the board attorney for advice concerning confiscated devices. There is no binding ill. court decision regarding school personnel seizing and retaining a student's property. The Supreme Court of Arkansas held that a teacher and principal did not violate a student's state or federal rights when they confiscated and retained a student's cell phone for 2 weeks for violating school rules on cell phones. *Koch v. Adams*, 361 S.W.3d 417 (Ark. 2010).
Issue 91, February 2016

Comment [APowell19]: This sentence is optional.
OPTION 2
Remove all suspended students from school grounds and school activities by replacing "may also be" with "shall also be."
Issue 91, February 2016 AD

has been expelled ~~may also be~~ **restricted** from being on school grounds and at school activities.

yes

13. ~~Transfer~~ to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in Article 13A or 13B of the School Code.

14. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), "look-alikes," alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion.

Corporal punishment is prohibited. Corporal punishment is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school shall be expelled for a period of at least one calendar year but not more than 2 calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code (18 U.S.C. § 921), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act (430 ILCS 65/), or firearm as defined in Section 24-1 of the Criminal Code of 1961 (720 ILCS 5/24-1).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including "look-alikes" of any firearm as defined above.

The expulsion requirement under either paragraph 1 or 2 above may be modified by the Superintendent, and the Superintendent's determination may be modified by the Board on a case-by-case basis. The Superintendent or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area.

Re-Engagement of Returning Students

The Superintendent or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

Comment [APowell20]: This sentence is optional.
OPTION 3: — NO
Restrict all expelled students from school grounds and school activities by replacing "may also be" with "shall also be"
Issue 91, February 2016

Comment [APowell21]: Contact the board attorney regarding the necessary due process procedures before imposing a disciplinary transfer to an alternative school. An Ill. appellate court stated incidentally in a decision, without establishing precedent, that placement in an alternative school is tantamount to an expulsion.
Issue 91, February 2016

Comment [APowell22]: The new legislation explicitly forbids zero tolerance policies. It provides, however, an exception for zero tolerance policies established by state or federal law. This includes zero tolerance laws for bringing weapons to school. See the Update Memo for more information.
Issue 91, February 2016

Comment [APowell23]: Required by 105 ILCS 5/10-22.6(b-25), amended by P.A. 99-456, eff. 9-15-16. See 7-190-AP8, Student Re-Engagement Guidelines.
Issue 91, February 2016

Comment [APowell24]: A goal for re-engagement is optional.
Issue 91, February 2016

Comment [APowell25]: Schools must permit students who were suspended to make up work for equivalent academic credit (105 ILCS 5/10-22.6(b-30), amended by P.A. 99-456, eff. 9-15-2016).
Issue 91, February 2016

Required Notices

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member. Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, State Police, and any involved student's parent/guardian. "School grounds" includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other certificated [licensed] educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Superintendent, Building Principal, Assistant Building Principal, or Dean of Students is authorized to impose the same disciplinary measures as teachers and may suspend students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school bus, up to 10 consecutive school days, provided the appropriate procedures are followed. The Board may suspend a student from riding the bus in excess of 10 school days for safety reasons.

Student Handbook

The Superintendent, with input from the parent-teacher advisory committee, shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

A student handbook, including the District disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment.

LEGAL REF.: Gun-Free Schools Act, 20 U.S.C. §7151 et seq.
Pro-Children Act of 1994, 20 U.S.C. §6081.
410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.
410 ILCS 647/, Powdered Caffeine Control and Education Act.
430 ILCS 66/, Firearm Concealed Carry Act.
105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10,
5/10-22.6, 5/10-27.1A, 5/10-27.1B, 5/24-24, 5/26-12, 5/27-23.7, 5/31-3, and
110/3.10.
23 Ill.Admin.Code §1.280.

CROSS REF.: 2:150 (Committees), 2:240 (Board Policy Development), 5:230 (Maintaining
Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure
and/or Dropping Out of School and Graduation Incentives Program), 7:70
(Attendance and Truancy), 7:130 (Student Rights and Responsibilities), 7:140
(Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student
Appearance), 7:170 (Vandalism), 7:180 (Prevention of and Response to Bullying,
Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:200
(Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct),
7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for
Participants in Extracurricular Activities), 7:270 (Administering Medicines to
Students), 7:310 (Restrictions on Publications), 8:30 (Visitors to and Conduct on
School Property)

ADOPTED:

This policy is **rewritten** in response to legislation (P.A. 99-456). The footnotes are included to explain the details of the Act, but will be removed when the board adopts the policy.

February 2016

7:200

Students

This policy becomes effective and replaces the policy on *Suspension Procedures* on the first student attendance day of the 2016-2017 school year.

Suspension Procedures ¹

In-School Suspension ²

The Superintendent or designee is authorized to maintain an in-school suspension program. The program shall include, at a minimum, each of the following:

1. Before assigning a student to in-school suspension, the charges will be explained and the student will be given an opportunity to respond to the charges.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work during the in-school suspension for equivalent academic credit.

Out-of-School Suspension

The Superintendent or designee shall implement suspension procedures that provide, at a minimum, for each of the following: ³

1. A conference during which the charges will be explained and the student will be given an opportunity to respond to the charges before he or she may be suspended.
2. A pre-suspension conference is not required, and the student can be **immediately suspended** when the student's presence poses a continuing danger to persons or property or an ongoing

Comment [AKL1]: Two new subheads are added: **In-School Suspension** and **Out-of-School Suspension**. In-school suspensions are not covered by statute and implementation of that subhead will require assistance of the board attorney to align the policy with the district's practices. Out-of-school suspensions are now governed by P.A. 99-456 (eff. 9-15-2016).
Issue 91, February 2016

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

¹ State law requires districts to have a policy on student discipline (105 ILCS 5/10-20.14; 23 Ill. Admin. Code §1.280). State or federal law controls this policy's content. For information about administering student discipline, see the U.S. Dept. of Education's and the U.S. Dept. of Justice's 2014 jointly released school discipline package, *Guiding Principles*, at: www2.ed.gov/policy/gen/guid/school-discipline/faq.pdf

Boards may authorize by policy the superintendent, building principal, assistant building principal, or dean of students to suspend students guilty of gross disobedience or misconduct from school, including all school functions (105 ILCS 5/10-22.6(b)). See 7:190, *Student Discipline*, for such an authorization.

² In-school suspensions are not covered by statute. Contact the board attorney for advice concerning amending this section.

³ Suspension procedures are required by State law (105 ILCS 5/10-22.6). The right to attend school is a property right protected by the due process clause of the U.S. Constitution. *Goss v. Lopez*, 95 S.Ct. 729 (1975), imposing a short deprivation of this property right by suspending a student for 10 or fewer days requires only minimal due process. The student must be generally informed of the reasons for the possible suspension, and be permitted to tell his/her version of the story. Making a decision to suspend before the hearing violates the basic due process requirement that the hearing be meaningful. *Siggel v. Oak Park-River Forest High School*, 807 F.Supp. 73 (N.D. Ill., E.D., 1992).

105 ILCS 5/10-22.6(b) allows a student who is suspended in excess of 20 school days to be immediately transferred to an alternative program in the manner provided in Article 13A or 13B of the School Code. A student cannot be denied transfer because of the suspension, except in cases in which such transfer is deemed to cause a threat to the safety of students or staff in the alternative program.

Consult the board attorney for assistance if a suspension will exceed 10 consecutive school days. Subsection 10-22.6(b) uses the phrase "is suspended in excess of 20 school days" even though a 20-consecutive day suspension should be treated as an expulsion. *Goss v. Lopez*, 95 S.Ct. 729 (1975). For further discussion, see ¶n 40 in policy 7:190, *Student Behavior*.

7:200

Page 1 of 3

©2016 Policy Reference Education Subscription Service
Illinois Association of School Boards. All Rights Reserved.
Please review this material with your school board attorney before use.

threat of disruption to the educational process. In such cases, the notice and conference shall follow as soon as practicable.

3. An attempted phone call to the student's parent(s)/guardian(s).
4. A written notice of the suspension to the parent(s)/guardian(s) and the student, which shall:⁴
 - a. Provide notice to the parent(s)/guardian(s) of their child's right to a review of the suspension;
 - b. Include information about an opportunity to make up work missed during the suspension for equivalent academic credit;⁵
 - c. Detail the specific act of gross disobedience or misconduct resulting in the decision to suspend;
 - d. Provide rationale or an explanation of how the chosen number of suspension days will address the threat or disruption posed by the student or his or her act of gross disobedience or misconduct; and
 - e. Depending upon the length of the out-of-school suspension, include the following applicable information:
 - i. For a suspension of 3 school days or less, an explanation that the student's continuing presence in school would either pose:⁶
 - a) A threat to school safety, or
 - b) A disruption to other students' learning opportunities.
 - ii. For a suspension of 4 or more school days, an explanation:⁷
 - a) That other appropriate and available behavioral and disciplinary interventions have been exhausted,
 - b) As to whether school officials attempted other interventions or determined that no other interventions were available for the student,⁸ and

Comment [AKL2]: The most significant edits required by P.A. 99-456 (eff. 9-15-2016) were made to these notice provisions. These changes also correspond with 7:200-E1, *Short Term Out-of-School Suspension (1-3 Days) Reporting Form* and 7:200-E2, *Long Term Out-of-School Suspension (4-10 Days) Reporting Form*. Please access these documents using the district's PRESS Online service, and refer to the Update Memo for more detailed information concerning the difference between short-term and long-term suspensions.
Issue 91, February 2016

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

⁴ 105 ILCS 5/10-22.6, amended by P.A. 99-456, eff. 9-15-2016.

Consult the board attorney (1) about the specific documentation required in this portion of the notice, and (2) to ensure that 7:200-E1, *Short Term Out-of-School Suspension (1-3 Days) Reporting Form* and 7:200-E2, *Long Term Out-of-School Suspension (4-10 Days) Reporting Form* reflect the exact practices that the district will use to implement this requirement.

⁵ Required by 105 ILCS 5/10-22.6(b-30).

⁶ 105 ILCS 5/10-22.6(b-15), amended by P.A. 99-456, eff. 9-15-2016 explains that "threat to school safety or a disruption to other students' learning opportunities" shall be determined by the school board or its designee on a case-by-case basis. **Consult the board attorney for specific advice regarding the application of these statutory terms in this context (see ¶n 8, below).**

⁷ 105 ILCS 5/10-22.6(b-20), amended by P.A. 99-456, eff. 9-15-2016. School officials are granted the sole authority to determine on a case-by-case basis: (1) whether "appropriate and available behavioral and disciplinary interventions have been exhausted," and (2) whether "the student's continuing presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community, or (ii) substantially disrupt, impede, or interfere with the operation of the school." Consult the board attorney to request specific training for school officials to apply these statutory terms in this context (see ¶n 5 above).

- c) That the student's continuing presence in school would either:
- i) Pose a threat to the safety of other students, staff, or members of the school community, or
 - ii) Substantially disrupt, impede, or interfere with the operation of the school.
- iii. For a suspension of 5 or more school days, the information listed in section 4.e.ii., above, along with documentation by the Superintendent or designee determining what, if any, appropriate and available support services will be provided to the student during the length of his or her suspension.⁹
5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Superintendent or designee.
 6. Upon request of the parent(s)/guardian(s), a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board.¹⁰ At the review, the student's parent(s)/guardian(s) may appear and discuss the suspension with the Board or its hearing officer and may be represented by counsel. Whenever there is evidence that mental illness may be the cause for the suspension, the Superintendent or designee shall invite a representative from the Department of Human Services to consult with the Board.¹¹ After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (a) and (e) in number 4, above.¹²

LEGAL REF.: 105 ILCS 5/10-22.6.
Goss v. Lopez, 95 S.Ct. 729 (1975).
Sieck v. Oak Park River-Forest High School, 807 F.Supp. 73 (N.D. Ill., E.D., 1992).

CROSS REF.: 5:100 (Staff Development), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:220 (Bus Conduct)

Please compare this version with the district's current version of policy 7:200. Custom language from the current version may be added; however, before adding custom language that may alter any of the items in these lists, confer with the board attorney.

⁸ While school officials have discretion to determine the length of suspensions, they must resolve threats, address disruptions, and minimize the length of student exclusions to the greatest extent practicable (105 ILCS 5/10-22.6(b-20), amended by P.A. 99-456, eff. 9-15-2016). Consult the board attorney about the practical implementation of documenting other appropriate and available interventions for the student.

Last, the law also requires school districts to make reasonable efforts to provide ongoing professional development to teachers, administrators, school board members, school resource officers, and staff on the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, and developmentally appropriate disciplinary methods that promote positive and healthy school climates (105 ILCS 5/10-22.6(c-5), amended by P.A. 99-456, eff. 9-15-2016).

⁹ 105 ILCS 5/10-22.6(b-25), amended by P.A. 99-456, eff. 9-15-2016.

¹⁰ A board may hear student disciplinary cases in a meeting closed to the public (5 ILCS 120/2(c)(9)).

¹¹ 105 ILCS 5/10-22.6(c).

¹² 105 ILCS 5/10-22.6(b), amended by P.A. 99-456, eff. 9-15-2016.

This policy is **rewritten** in response to legislation (P.A. 99-456). The footnotes are included to explain the details of the Act, but they will be removed when the board adopts the policy.

February 2016

7:210

Students

This policy becomes effective and replaces the current policy on *Expulsion Procedures* on the first student attendance day of the 2016-2017 school year.

Expulsion Procedures ¹

The Superintendent or designee shall implement expulsion procedures that provide, at a minimum, for the following: ²

1. Before a student may be expelled, the student and his or her parent(s)/guardian(s) shall be provided a written request to appear at a hearing to determine whether the student should be expelled. The request shall be sent by registered or certified mail, **return receipt requested.** ³ The request shall: ⁴
 - a. Include the time, date, and place for the hearing.
 - b. Briefly describe what will happen during the hearing.
 - c. Detail the specific act of gross disobedience or misconduct resulting in the decision to recommend expulsion.
 - d. List the student's prior suspension(s).
 - e. State that the School Code allows the Board of Education to expel a student for a definite period of time not to exceed 2 calendar years, as determined on a case-by-case basis.
 - f. Ask that the student or parent(s)/guardian(s) or attorney inform the Superintendent or Board Attorney if the student will be represented by an attorney and, if so, the attorney's name and contact information.
2. Unless the student and parent(s)/guardian(s) indicate that they do not want a hearing or fail to appear at the designated time and place, the hearing will proceed. It shall be conducted by the Board or a hearing officer appointed by it. ⁵ If a hearing officer is appointed, he or she shall report to the Board the evidence presented at the hearing and the Board shall take such final

Comment [APowell]: A sample notice (7:210-E1, *Notice of Expulsion Hearing*) is available using the district's PRESS Online service. Refer to the Update Memo for more detailed information concerning these requirements.

Issue 91, February 2016

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

¹ State or federal law requires districts to have a policy on student discipline (105 ILCS 5/10-20.14; 23 Ill. Admin. Code §1.280). State or federal law controls this policy's content. The discipline of special education students must comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Illinois State Board of Education's Special Education rules. See 7:230, *Misconduct by Students with Disabilities*.

² Expulsion procedures are required by State law (105 ILCS 5/10-22.6(a)). The right to attend school is a property right protected by the due process clause of the U.S. Constitution. *Goss v. Lopez*, 95 S.Ct. 729 (1975). Thus, an expulsion of more than 10 days requires due process including, but not limited to, notice of the charges, an opportunity to hear the evidence in support of the charges, an opportunity to refute them, and a decision by an impartial decision maker based on the evidence presented. The adequacy of an expulsion hearing is frequently challenged; the board attorney should be consulted as every due process analysis will be highly fact specific. See *fn 9, infra*.

³ 105 ILCS 5/10-22.6(a). Whenever the term "registered mail" is used in the School Code, it shall be deemed to authorize the use of either registered mail or certified mail, return receipt requested (105 ILCS 5/1-3.5).

⁴ *Id.* Items a and b address due process, which includes the right to receive a notice with enough detail and with enough time to prepare a defense. Item c details the requirements pertaining to expulsions throughout 105 ILCS 5/10-22.6, amended by P.A. 99-456, eff. 9-15-2016. Items d through f are optional best practice inclusions. **Consult the board attorney about the specific documentation required in this portion of the notice to ensure the district's practice matches the policy language.**

⁵ A board may hear student disciplinary cases in a meeting closed to the public (5 ILCS 120/2(c)(9)).

7:210

Page 1 of 3

©2016 Policy Reference Education Subscription Service
Illinois Association of School Boards. All Rights Reserved.
Please review this material with your school board attorney before use.

action as it finds appropriate. Whenever there is evidence that mental illness may be the cause for the recommended expulsion, the Superintendent or designee shall invite a representative from the Dept. of Human Services to consult with the Board. ⁶

3. During the expulsion hearing, the Board or hearing officer shall hear evidence concerning whether the student is guilty of the gross disobedience or misconduct as charged. School officials must provide: (1) testimony of any other interventions attempted and exhausted or of their determination that no other appropriate and available interventions were available for the student, and (2) evidence of the threat or disruption posed by the student. The student and his or her parent(s)/guardian(s) may be represented by counsel, offer evidence, present witnesses, cross-examine witnesses who testified, and otherwise present reasons why the student should not be expelled. ⁷ After presentation of the evidence or receipt of the hearing officer's report, the Board shall decide the issue of guilt and take such action as it finds appropriate.
4. If the Board acts to expel the student, its written expulsion decision shall: ⁸
 - a. Detail the specific reason why removing the student from his or her learning environment is in the best interest of the school. ⁹
 - b. Provide a rationale for the specific duration of the recommended expulsion. ¹⁰
 - c. Document how school officials determined that all behavioral and disciplinary interventions have been exhausted by specifying which interventions were attempted or whether school officials determined that no other appropriate and available interventions existed for the student. ¹¹
 - d. Document how the student's continuing presence in school would (1) pose a threat to the safety of other students, staff, or members of the school community, or (2) substantially disrupt, impede, or interfere with the operation of the school. ¹²

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

⁶ 105 ILCS 5/10-22.6(c).

⁷ A student's opportunity to offer evidence, present witnesses, cross-examine witnesses, and otherwise present reasons why the student should not be expelled generally outweighs a district's interest in not providing the student these opportunities. See, Camlin v. Beecher Comm. Sch. Dist., 791 N.E.2d 127 (Ill.App. 3d Dist. 2003) and Colquitt v. Rich Twp. H. S. Dist., 699 N.E.2d 1109 (Ill.App. 1st Dist. 1998). Determining whether denying these opportunities would violate a student's right to due process requires a careful analysis of the facts and federal case law. See Brown v. Plainfield Dist., 500 F. Supp.2d 996 (N.D. Ill. 2007) and Coronado v. Valleyview Sch. Dist., 2008 WL 3316022 (7th Cir. 2008).

⁸ Consult the board attorney to request specific training for school officials to apply these statutory terms in the context of expulsions. See 7:210-E1, *Notice of Expulsion Hearing*. The law gives school officials discretion while also requiring them to resolve threats, address disruptions, and minimize the length of student exclusions to the greatest extent practicable (105 ILCS 5/10-22.6(b-20), amended by P.A. 99-456, eff. 9-15-2016). Yet, the law also requires school districts to make reasonable efforts to provide ongoing professional development to teachers, administrators, school board members, school resources offices, and staff on the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, and developmentally appropriate disciplinary methods that promote positive and healthy school climates (105 ILCS 5/10-22.6(c-5), amended by P.A. 99-456, eff. 9-15-2016).

⁹ 105 ILCS 5/10-22.6(a).

¹⁰ *Id.*

¹¹ 105 ILCS 5/10-22.6(b-20), amended by P.A. 99-456, eff. 9-15-2016 requires and grants school officials the sole authority to determine on a case-by-case basis: (1) whether "appropriate and available behavioral and disciplinary interventions have been exhausted," and (2) whether "the student's continuing presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community or (ii) substantially disrupt, impede, or interfere with the operation of the school."

¹² *Id.*

5. Upon expulsion, the District may refer the student to appropriate and available support services. ¹³

LEGAL REF.: 105 ILCS 5/10-22.6(a).
Goss v. Lopez, 95 S.Ct. 729 (1975).

CROSS REF.: 5:100 (Staff Development); 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities)

Please compare this version with the district's current version of policy 7:210. Custom language from the current version may be added; however, before adding custom language that may alter any of the items in these lists, confer with the board attorney.

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

¹³ 105 ILCS 5/10/22.6(b-25). Consult the board attorney about transfers to an alternative program pursuant to Article 13A of the School Code. See Leak v. Board of Education of Rich Township High School District 227, 2015 IL App (1st) 143202, requiring *obiter dictum* that before school officials transfer students to alternative schools for extended periods of time, they must provide students with a meaningful opportunity to be heard.

7:210

Page 3 of 3

©2016 Policy Reference Education Subscription Service
Illinois Association of School Boards. All Rights Reserved.
Please review this material with your school board attorney before use.

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:220

Students

Bus Conduct

All students must follow the District's *School Bus Safety* ~~Guidelines/Rules~~.

School Bus Suspensions

The Superintendent, or any designee as permitted in the School Code, is authorized to suspend a student from riding the school bus for up to 10 consecutive school days for engaging in gross disobedience or misconduct, including, but not limited to, the following:

1. Prohibited student conduct as defined in the ~~Student Discipline policy~~ Board of Education policy 7:190, Student Behavior.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of the bus driver's or other supervisor's directives.
6. Such other behavior as the administration deems to threaten the safe operation of the bus and/or its occupants.

If a student is suspended from riding the bus for gross disobedience or misconduct on a bus, the School Board may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. ~~The District's regular suspension procedures shall be used to suspend a student's privilege to ride a school bus.~~

Academic Credit for Missed Classes During School Bus Suspension

A student suspended from riding the bus who does not have alternate transportation to school shall have the opportunity to complete or make up work for equivalent academic credit. It shall be the responsibility of the student's parent or guardian to notify the school that the student does not have alternate transportation.

Electronic Recordings on School Buses

Electronic visual and audio recordings "electronic recordings" may be used on school buses to monitor conduct and to promote and maintain a safe environment for students and employees when transportation is provided for any school related activity. Notice of electronic recordings shall be displayed on the exterior of the vehicle's entrance door and front interior bulkhead in compliance with State law and the rules of the Illinois Department of Transportation, Division of Traffic Safety.

Students are prohibited from tampering with electronic recording devices. Students who violate this policy shall be disciplined in accordance with the Board's Student Discipline policy and shall reimburse the School District for any necessary repairs or replacement.

Comment [AKL1]: The policy and Cross References are amended to comply with P.A. 99-456 (eff. 9-15-2016). Two new subheads are added: **School Bus Suspensions and Academic Credit for Missed Classes During School Bus Suspension**
Issue 91, February 2016

Comment [AKL2]: Attorneys disagree whether P.A. 99-456, eff. 9-15-16, applies to school bus suspensions; this sentence applies the law to school bus suspensions. 7:200, *Suspension Procedure*, satisfies the procedural requirements in 105 ILCS 5/10-22 6(b) Delete this sentence only at the direction of the board attorney.
Issue 91, February 2016

Comment [AKL3]: The **Academic Credit for Missed Classes During School Bus Suspension** subhead and the first sentence of its text are required by P.A. 99-456 (eff. 9-15-2016).
Issue 91, February 2016

7:220

Page 1 of 2

DRAFT UPDATE

LEGAL REF.: Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99.
105 ILCS 5/10-20.14, 5/10-22.6, and 10/
720 ILCS 5/14-3(m).
23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 7:130 (Student Rights and
Responsibilities), 7:170 (Vandalism), 7:190 (Student Discipline Behavior), 7:200
(Suspension Procedures), 7:230 (Misconduct by Students with Disabilities),
7:340 (Student Records)

ADOPTED: ~~September 18, 2012~~

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:240

Students

Conduct Code for Participants in Co-Curricular Activities

ijg
NW

The Superintendent or designee, using input from coaches and sponsors of co-curricular activities, shall develop a conduct code for all participants in extracurricular activities consistent with Board policy and the rules adopted by any association in which the School District maintains a membership. The conduct code shall: (1) require participants in extracurricular activities to conduct themselves as good citizens and exemplars of their school at all times, including after school, on days when school is not in session, and whether on or off school property; (2) emphasize that hazing and bullying activities are strictly prohibited; and (3) notify participants that failure to abide by it could result in removal from the activity. The conduct code shall be reviewed by the Building Principal periodically at his or her discretion and presented to the Board of Education.

Participants in extracurricular activities must abide by the conduct code for the activity and Board policy 7:190, Student Behavior. All coaches and sponsors of extracurricular activities shall annually review the rules of conduct code with participants and provide participants with a copy. In addition, coaches and sponsors of interscholastic athletic programs shall provide instruction on steroid abuse prevention to students in grades 7 through 8 participating in these programs.

Comment [AKL1]: The policy now specifically requires participants in extracurricular activities to abide by the conduct code for the activity and Board policy 7:190, Student Behavior. This articulates a requirement that was previously implied to add clarity.
Issue 91, February 2016

LEGAL REF.: Board of Education of Independent School Dist. No. 92 v. Earls, 122 S.Ct. 2559 (2002).
Clements v. Board of Education of Decatur, 478 N.E.2d 1209 (Ill.App.4, 1985).
Kevin Jordan v. O'Fallon THSD 203, 706 N.E.2d 137 (Ill.App.5, 1999).
Todd v. Rush County Schools, 133 F.3d 984 (7th Cir., 1998).
Veronia School Dist. 475 v. Acton, 515 U.S. 646 (1995).
105 ILCS 5/24-24, 5/27-23.3, and 25/2.

CROSS REF.: 5:280 (Duties and Qualifications), 6:190 (Co-Curricular Activities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Discipline Behavior), 7:300 (Co-Curricular Athletics)

ADOPTED: ~~October 21, 2014~~

7:240

Page 1 of 1

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:305

Students

Student Athlete Concussions and Head Injuries

The Superintendent or designee shall develop and implement a program to manage concussions and head injuries suffered by student-athletes students. The program shall:

1. Prepare for the full implementation of the Youth Sports Concussion Safety Act, that provides, without limitation, each of the following:
- a. The Board must appoint or approve members of a Concussion Oversight Team for the District.
 - b. The Concussion Oversight Team shall establish each of the following based on peer-reviewed scientific evidence consistent with guidelines from the Centers for Disease Control and Prevention:
 - i. A return-to-play protocol governing a student's return to interscholastic athletics practice or competition following a force of impact believed to have caused a concussion. The Superintendent or designee shall supervise an athletic trainer or other person responsible for compliance with the return-to-play protocol.
 - ii. A return-to-learn protocol governing a student's return to the classroom following a force of impact believed to have caused a concussion. The Superintendent or designee shall supervise the person responsible for compliance with the return-to-learn protocol.
 - c. Each student and the student's parent/guardian shall be required to sign a concussion information receipt form each school year before participating in an interscholastic athletic activity.
 - d. A student shall be removed from an interscholastic athletic practice or competition immediately if any of the following individuals believes that the student sustained a concussion during the practice and/or competition: a coach, a physician, a game official, an athletic trainer, the student's parent/guardian, the student, or any other person deemed appropriate under the return-to-play protocol.
 - e. A student who was removed from interscholastic athletic practice or competition shall be allowed to return only after all statutory prerequisites are completed, including without limitation, the return-to-play and return-to-learn protocols developed by the Concussion Oversight Team. An athletic team coach or assistant coach may not authorize a student's return-to-play or return-to-learn.
 - f. The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: all coaches or assistant coaches (whether volunteer or a district employee) of interscholastic athletic activities; nurses who serve on the Concussion Oversight Team; athletic trainers; game officials of interscholastic athletic activities; and physicians who serve on the Concussion Oversight Team.
 - g. The Board shall approve school-specific emergency action plans for interscholastic athletic activities to address the serious injuries and acute medical conditions in which a student's condition may deteriorate rapidly.

Comment [AKL1]: Three Illinois statutes in the School Code govern student concussions:

(1) The Youth Sports Concussion Safety Act, 105 ILCS 5/22-80, added by P.A. 99-245; **if approved by the House and signed by the Governor, SB219 will extend the effective date to the 2016-2017 school year.**

(2) 105 ILCS 5/10-20.54

(3) 105 ILCS 25/1.15, added by P.A. 98-1011.

See the **Issue 90 Update Memo** for a description of these laws.

Most of the policy's revisions are due to the Youth Sports Concussion Safety Act. **Issue 90, October 2015**

Comment [AKL2]: The return-to-learn protocol governs a student's return to the classroom after a concussion, whether or not the concussion took place while the student was participating in an interscholastic athletic activity. Guidance from Lurie Children's Hospital explains that recovery from a concussion must be an individualized process because no two concussions are the same. See *A Guide for Teachers and School Professionals*, Lurie Children's Hospital. **Issue 90, October 2015**

Comment [AKL3]: The form must be approved by the Illinois High School Association (IHSA). See ihsa.org/Resources/SportsMedicine/ConcussionManagement/ConcussionResources.aspx, generally and specifically [IHSA Concussion Protocols](#) and [IHSA Sports Medicine Acknowledgement & Consent Form \(Concussion, PES, Asthma Medication\)](#). **Issue 90, October 2015**

Comment [AKL4]: A template is available on the IHSA website under *Emergency Action Plan (EAP) Resources* at ihsa.org/Resources/SportsMedicine/ConcussionManagement/ConcussionResources.aspx. **Issue 90, October 2015**

7:305

Page 1 of 2

DRAFT UPDATE

- 1-2. Comply with the concussion protocols, policies, and by-laws of the Illinois High School Association, including its *Protocol for NFHS Concussion Playing Rules* and its *Return to Play Policy*. These specifically require that:
 - a. A student athlete who exhibits signs, symptoms, or behaviors consistent with a concussion in a practice or game shall be removed from participation or competition at that time.
 - b. A student athlete who has been removed from an interscholastic contest for a possible concussion or head injury may not return to that contest unless cleared to do so by a physician licensed to practice medicine in all its branches in Illinois or a certified athletic trainer.
 - c. If not cleared to return to that contest, a student athlete may not return to play or practice until the student athlete has provided his or her school with written clearance from a physician licensed to practice medicine in all its branches in Illinois or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches in Illinois.
3. Require that all high school coaching personnel, including the head and assistant coaches, and athletic directors obtain online concussion certification by completing online concussion awareness training in accordance with 105 ILCS 25/1.15.
4. Require all student athletes to view the Illinois High School Association's video about concussions.
- 2-5. Inform student athletes and their parents/guardians about this policy in the *Agreement to Participate* or other written instrument that a student athlete and his or her parent/guardian must sign before the student is allowed to participate in a practice or interscholastic competition.
- 3-6. Provide coaches and student athletes and their parents/guardians with educational materials from the Illinois High School Association regarding the nature and risk of concussions and head injuries, including the risks inherent in continuing to play after a concussion or head injury.
- 4-7. Include a requirement for staff members to notify the parent/guardian of a student who exhibits symptoms consistent with that of a concussion.

LEGAL REF.: ~~105 ILCS 5/10-20.54~~
105 ILCS 5/22-80 added by P.A. 99-245; if approved by the House and signed by the Governor, SB219 will extend the effective date to the 2016-2017 school year.
105 ILCS 25/1.15.

CROSS REF.: 4:170 (Safety), 7:300 (Extracurricular Athletics)

ADOPTED: June 25, 2013

Comment [AKL5]: Trailer legislation (P.A. 99-486) amended the Youth Sports Concussion Safety Act 105 ILCS 5/22-80, added by P.A. 99-245. The trailer legislation (P.A. 99-486) delays the compliance deadline until the beginning of the 2016-2017 school year. The reference to the trailer bill's status from the Legal References is removed.

105 ILCS 5/10-20.54 was repealed by P.A. 99-245. It required each school board to adopt a policy regarding student athlete concussions and head injuries. School districts should be guided by it until they fully comply with the Youth Sports Concussion Safety Act.
Issue 91, February 2016



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: April 19, 2016
Re: Non-Certified Employment

We recommend approval of the following non-certified employment actions:

Last Name	First Name	Hourly Rate	Position	Action
Nagpal	Neelima	12.00	SpEd EC Associate	0.5 FTE new position
Steinaus	Paul	9.00	103 Club Associate	Hire
Vega	Berenice		Crossing Guard	Resignation 3/18/16
Schaper	Matthew	11.00	Crossing Guard	Replacement Hire
Krase	Scott		Custodian	Resignation 4/15/16



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: April 14, 2016
Re: Administrator Salary Increases

I am recommending that the Board approve a 2.0% increase to the Administrator salaries for the 2016-2017 school year. This increase is in line with the 10-year CPI average of 1.9%. The contracts are included for approval.

**DIRECTOR OF TRANSPORTATION AGREEMENT
LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103**

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 (“BOARD”), and ANTHONY MENDOZA (“DIRECTOR OF TRANSPORTATION”), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The DIRECTOR OF TRANSPORTATION is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as DIRECTOR OF TRANSPORTATION in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the DIRECTOR OF TRANSPORTATION will be those incidental to the office of the DIRECTOR OF TRANSPORTATION, those set forth in the job description for the position of DIRECTOR OF TRANSPORTATION (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the DIRECTOR OF TRANSPORTATION, and the performance of other professional duties customarily performed by a DIRECTOR OF TRANSPORTATION as from time to time may be assigned to the DIRECTOR OF TRANSPORTATION by the BOARD or the Superintendent. The BOARD reserves the right to reassign the DIRECTOR OF TRANSPORTATION to different duties from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing.

3. **PERFORMANCE AND IMPROVEMENT** - This Agreement is a performance-based contract. The DIRECTOR OF TRANSPORTATION will address and fulfill performance and improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the DIRECTOR OF TRANSPORTATION cooperatively, during the time between the effective date of this contract and the DIRECTOR OF TRANSPORTATION’s start of employment. Any modifications to the performance and improvement goals will be attached to this Agreement and made a part hereof. Once the performance and improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new performance and improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** – In consideration of the annual salary of Eighty Eight Thousand Eight Hundred Sixty Eight Dollars (\$88,868.00), the DIRECTOR OF TRANSPORTATION agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of DIRECTOR OF TRANSPORTATION. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the DIRECTOR OF TRANSPORTATION during the term of this Agreement, provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as set forth herein. Any adjustment to this

Agreement made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the DIRECTOR OF TRANSPORTATION or that the termination date of this Agreement has been in any way extended. The BOARD and the DIRECTOR OF TRANSPORTATION may enter into extensions of this Agreement for additional periods of time, if all of the performance and improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the DIRECTOR OF TRANSPORTATION will receive as additional compensation the amount of Five Hundred Dollars (\$500) per month.

5. **RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the DIRECTOR OF TRANSPORTATION by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the DIRECTOR OF TRANSPORTATION’S behalf the DIRECTOR OF TRANSPORTATION’S required contribution to the Illinois Municipal Retirement Fund (“IMRF”) pursuant to the *Illinois Pension Code*, to a maximum of 4.5%. Any required DIRECTOR OF TRANSPORTATION contributions in excess of 4.5% will be deducted from the salary expressed in Section 4 and remitted by the BOARD to the Illinois Municipal Retirement Fund.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the DIRECTOR OF TRANSPORTATION should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the DIRECTOR OF TRANSPORTATION’S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD’S responsibility alone. Both the BOARD and the DIRECTOR OF TRANSPORTATION expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the DIRECTOR OF TRANSPORTATION owes more taxes, he has *no* right to seek additional sums from the BOARD.

6. **DEFERRED COMPENSATION** - The DIRECTOR OF TRANSPORTATION may elect that a portion of his salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the “Code”), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the DIRECTOR OF TRANSPORTATION’S annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the DIRECTOR OF TRANSPORTATION in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** – The BOARD will provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The DIRECTOR OF TRANSPORTATION will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the DIRECTOR OF TRANSPORTATION for a ten (10) year

term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the DIRECTOR OF TRANSPORTATION, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or his) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the DIRECTOR OF TRANSPORTATION will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the DIRECTOR OF TRANSPORTATION to perform his essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and DIRECTOR OF TRANSPORTATION.

10. **SICK AND PERSONAL LEAVE** – The DIRECTOR OF TRANSPORTATION will be entitled to fourteen (14) work days of sick leave annually. If the DIRECTOR OF TRANSPORTATION does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The DIRECTOR OF TRANSPORTATION will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The DIRECTOR OF TRANSPORTATION will receive twenty (20) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the DIRECTOR OF TRANSPORTATION.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the DIRECTOR OF TRANSPORTATION will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the DIRECTOR OF TRANSPORTATION for expenses incurred by his on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the DIRECTOR OF TRANSPORTATION'S substantiation and the BOARD'S approval of such expenses. The DIRECTOR OF TRANSPORTATION will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the DIRECTOR OF TRANSPORTATION will be reimbursed for the dues and membership fees for one national and one state job-related professional organization to which he belongs. The BOARD shall also pay the costs for job-related professional journals to which the DIRECTOR OF TRANSPORTATION subscribes.

14. **PROFESSIONAL ACTIVITIES** – The DIRECTOR OF TRANSPORTATION will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **TUITION REIMBURSEMENT** - The BOARD will reimburse the DIRECTOR OF TRANSPORTATION for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The DIRECTOR OF TRANSPORTATION agrees that by accepting such reimbursement he is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement he receives from the BOARD. If the DIRECTOR OF TRANSPORTATION voluntarily resigns his employment for reasons other than disability, retires, or is terminated pursuant to Section 17 (D) or (E) below, prior to fulfilling his two-year commitment to remain employed by the BOARD, he will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The DIRECTOR OF TRANSPORTATION hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to his under this Agreement or otherwise. The DIRECTOR OF TRANSPORTATION'S repayment obligation will be reduced by fifty percent (50%) if he fulfills one year of his two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the DIRECTOR OF TRANSPORTATION'S contract or if this Contract is terminated by mutual agreement.

16. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the DIRECTOR OF TRANSPORTATION gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the DIRECTOR OF TRANSPORTATION'S sick leave has been exhausted, the compensation will be reinstated after the DIRECTOR OF TRANSPORTATION has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the DIRECTOR OF TRANSPORTATION at any time after the DIRECTOR OF TRANSPORTATION has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the DIRECTOR OF TRANSPORTATION to return to his duties the BOARD may require the DIRECTOR OF TRANSPORTATION to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and DIRECTOR OF TRANSPORTATION will mutually agree upon the physician who will conduct the examination. The examination will be done

at the expense of the BOARD. The physician will limit his report to the issue of whether the DIRECTOR OF TRANSPORTATION has a continuing disability which prohibits him from performing his duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the DIRECTOR OF TRANSPORTATION which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the DIRECTOR OF TRANSPORTATION, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the DIRECTOR OF TRANSPORTATION chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the DIRECTOR OF TRANSPORTATION.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the DIRECTOR OF TRANSPORTATION without pay pending completion of the requirements of this section. After the effective date of dismissal the DIRECTOR OF TRANSPORTATION will not be entitled to further payments of compensation of any kind under this Agreement, except that the DIRECTOR OF TRANSPORTATION will be entitled to any vested benefits payable under the terms and provisions of the Illinois Municipal Retirement Fund.

17. **EVALUATION** - The BOARD and DIRECTOR OF TRANSPORTATION agree that there will be an annual evaluation of the DIRECTOR OF TRANSPORTATION'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the performance and improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the DIRECTOR OF TRANSPORTATION by March 1.

In the event that the SUPERINTENDENT determines that the performance of the DIRECTOR OF TRANSPORTATION is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The DIRECTOR OF TRANSPORTATION will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the DIRECTOR OF TRANSPORTATION'S personnel file.

18. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the DIRECTOR OF TRANSPORTATION from any and all demands, claims, suits, actions and legal proceedings brought against the DIRECTOR OF TRANSPORTATION in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the DIRECTOR OF TRANSPORTATION was acting within the scope of his employment and excluding criminal litigation and such liability

coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the DIRECTOR OF TRANSPORTATION against such demands, claims, suits, actions and legal proceedings.

19. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the DIRECTOR OF TRANSPORTATION, to:

Anthony Mendoza
5650 N. Sheridan Road, Apt 11E
Chicago, IL 60660

(or at the last address of the DIRECTOR OF TRANSPORTATION contained in official Business Office records of the BOARD).

20. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the DIRECTOR OF TRANSPORTATION, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and

duly authorized and signed by each of them.

- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

DIRECTOR OF TRANSPORTATION

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIE VIEW
SCHOOL DISTRICT 103, LAKE
COUNTY, ILLINOIS

By: _____
Anthony Mendoza

By: _____
President

ATTEST:

Secretary

PRINCIPAL OF LAURA B. SPRAGUE SCHOOL AGREEMENT

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 (“BOARD”), and CHRISTINE ADLER (“PRINCIPAL”), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The PRINCIPAL is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as PRINCIPAL of LAURA B. SPRAGUE SCHOOL in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the PRINCIPAL will be those incidental to the office of the PRINCIPAL, those set forth in the job description for the position of PRINCIPAL (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the PRINCIPAL, and the performance of other professional duties customarily performed by a PRINCIPAL as from time to time may be assigned to the PRINCIPAL by the BOARD or the Superintendent. The BOARD reserves the right to reassign the PRINCIPAL to different duties requiring licensure from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The PRINCIPAL will address and fulfill student performance and academic improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the PRINCIPAL cooperatively, during the time between the effective date of this contract and the PRINCIPAL’s start of employment. Any modifications to the student performance and academic improvement goals will be attached to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new student performance and academic improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - In consideration of the annual salary of One Hundred Fifty Thousand Eight Hundred Ninety Four Dollars (\$150,894.00), the PRINCIPAL agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of PRINCIPAL. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the PRINCIPAL during the term of this Agreement, provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as

set forth herein. Any adjustment to this Agreement made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the PRINCIPAL or that the termination date of this Agreement has been in any way extended. The BOARD and the PRINCIPAL may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the PRINCIPAL will receive as additional compensation the amount of Five Hundred Dollars (\$500) per month.

5. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the PRINCIPAL by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the PRINCIPAL'S behalf, a maximum contribution of 9.4% to TRS pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

The BOARD and the PRINCIPAL make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the PRINCIPAL'S gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the PRINCIPAL should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the PRINCIPAL'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the PRINCIPAL expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the PRINCIPAL owes more taxes, she has *no* right to seek additional sums from the BOARD.

6. **DEFERRED COMPENSATION** - The PRINCIPAL may elect that a portion of her salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the PRINCIPAL'S annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the PRINCIPAL in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE**–The BOARD will provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The PRINCIPAL will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the PRINCIPAL for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the PRINCIPAL, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or her) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the PRINCIPAL will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the PRINCIPAL to perform her essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and PRINCIPAL.

10. **SICK AND PERSONAL LEAVE** – The PRINCIPAL will be entitled to fourteen (14) work days of sick leave annually. If the PRINCIPAL does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The PRINCIPAL will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The PRINCIPAL will receive twenty five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the PRINCIPAL.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the PRINCIPAL will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the PRINCIPAL for expenses incurred by her on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the PRINCIPAL'S substantiation and the BOARD'S approval of such expenses. The PRINCIPAL will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the PRINCIPAL will be reimbursed for the dues and membership fees for one national and one state administrator, teacher and/or school board organization memberships to which she belongs. The BOARD shall also pay the costs for professional educational journals to which the PRINCIPAL subscribes.

14. **PROFESSIONAL ACTIVITIES** - The PRINCIPAL will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **LICENSE** - The PRINCIPAL will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as PRINCIPAL in accordance with the laws of the State of Illinois and as directed by the BOARD.

16. **TUITION REIMBURSEMENT** - The BOARD will reimburse the PRINCIPAL for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The PRINCIPAL agrees that by accepting such reimbursement she is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement she receives from the BOARD. If the PRINCIPAL voluntarily resigns her employment for reasons other than disability, retires, or is terminated pursuant to Section 17 (D) or (E) below, prior to fulfilling her two-year commitment to remain employed by the BOARD, she will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The PRINCIPAL hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to her under this Agreement or otherwise. The PRINCIPAL'S repayment obligation will be reduced by fifty percent (50%) if she fulfills one year of her two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the PRINCIPAL'S contract or if this Contract is terminated by mutual agreement.

17. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:
- A. Mutual agreement of the parties.
 - B. Retirement.
 - C. Resignation, provided, however, the PRINCIPAL gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
 - D. Disability. In the event of disability by illness or incapacity, after the PRINCIPAL'S sick leave has been exhausted, the compensation will be reinstated after the PRINCIPAL has returned to employment and undertaken the full discharge of her duties. The BOARD may terminate this Agreement by written notice to the PRINCIPAL at any time after the PRINCIPAL has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the PRINCIPAL to return to her duties the BOARD may require the PRINCIPAL to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and PRINCIPAL will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his/her report to the issue of whether the PRINCIPAL has a continuing disability which

prohibits her from performing her duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the PRINCIPAL which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the PRINCIPAL, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the PRINCIPAL chooses to be accompanied by legal counsel, she will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the PRINCIPAL.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the PRINCIPAL without pay pending completion of the requirements of this section. After the effective date of dismissal the PRINCIPAL will not be entitled to further payments of compensation of any kind under this Agreement, except that the PRINCIPAL will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

18. **EVALUATION** - The BOARD and PRINCIPAL agree that there will be an annual evaluation of the PRINCIPAL'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the PRINCIPAL by March 1.

In the event that the SUPERINTENDENT determines that the performance of the PRINCIPAL is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The PRINCIPAL will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the PRINCIPAL'S personnel file.

19. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the PRINCIPAL from any and all demands, claims, suits, actions and legal proceedings brought against the PRINCIPAL in her individual capacity, or in her official capacity as agent and employee of the BOARD provided the incident arose while the PRINCIPAL was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the PRINCIPAL against such demands, claims, suits, actions and legal proceedings.

20. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the PRINCIPAL, to:

Christine Adler
21304 S. Sylvan Drive
Mundelein, IL 60060

(or at the last address of the PRINCIPAL contained in official Business Office records of the BOARD).

21. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the PRINCIPAL, her successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the

remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

PRINCIPAL

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIE VIEW
SCHOOL DISTRICT 103, LAKE
COUNTY, ILLINOIS

By: _____
Christine Adler

By: _____
President

ATTEST:

Secretary

**ASSISTANT DIRECTOR OF STUDENT SERVICES AGREEMENT
LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103**

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 (“BOARD”), and GINA FINALDI (“ASSISTANT DIRECTOR OF STUDENT SERVICES”), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The ASSISTANT DIRECTOR OF STUDENT SERVICES is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as ASSISTANT DIRECTOR OF STUDENT SERVICES in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the ASSISTANT DIRECTOR OF STUDENT SERVICES will be those incidental to the office of the ASSISTANT DIRECTOR OF STUDENT SERVICES, those set forth in the job description for the position of ASSISTANT DIRECTOR OF STUDENT SERVICES (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the ASSISTANT DIRECTOR OF STUDENT SERVICES, and the performance of other professional duties customarily performed by an ASSISTANT DIRECTOR OF STUDENT SERVICES as from time to time may be assigned to the ASSISTANT DIRECTOR OF STUDENT SERVICES by the BOARD or the Superintendent. The BOARD reserves the right to reassign the ASSISTANT DIRECTOR OF STUDENT SERVICES to different duties requiring licensure from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The ASSISTANT DIRECTOR OF STUDENT SERVICES will address and fulfill student performance and academic improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the ASSISTANT DIRECTOR OF STUDENT SERVICES cooperatively, during the time between the effective date of this contract and the ASSISTANT DIRECTOR OF STUDENT SERVICES’ start of employment. Any modifications to the student performance and academic improvement goals will be attached to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new student performance and academic improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - In consideration of the annual salary of Ninety Nine Thousand Seventy Eight Dollars (\$99,078.00), the ASSISTANT DIRECTOR OF STUDENT SERVICES agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of ASSISTANT DIRECTOR OF STUDENT SERVICES. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such

amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ASSISTANT DIRECTOR OF STUDENT SERVICES during the term of this Agreement, provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as set forth herein. Any adjustment to this Agreement made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the ASSISTANT DIRECTOR OF STUDENT SERVICES or that the termination date of this Agreement has been in any way extended. The BOARD and the ASSISTANT DIRECTOR OF STUDENT SERVICES may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the ASSISTANT DIRECTOR OF STUDENT SERVICES will receive as additional compensation the amount of Five Hundred Dollars (\$500) per month.

5. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION – In addition to the salary paid to the ASSISTANT DIRECTOR OF STUDENT SERVICES by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ASSISTANT DIRECTOR OF STUDENT SERVICES' behalf, a maximum contribution of 9.4% to TRS pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

The BOARD and the ASSISTANT DIRECTOR OF STUDENT SERVICES make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ASSISTANT DIRECTOR OF STUDENT SERVICES' gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ASSISTANT DIRECTOR OF STUDENT SERVICES should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ASSISTANT DIRECTOR OF STUDENT SERVICES' responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ASSISTANT DIRECTOR OF STUDENT SERVICES expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ASSISTANT DIRECTOR OF STUDENT SERVICES owes more taxes, she has *no* right to seek additional sums from the BOARD.

6. DEFERRED COMPENSATION - The ASSISTANT DIRECTOR OF STUDENT SERVICES may elect that a portion of her salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or a deferred compensation plan pursuant to Code Section

457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the ASSISTANT DIRECTOR OF STUDENT SERVICES' annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the ASSISTANT DIRECTOR OF STUDENT SERVICES in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** – The BOARD will provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The ASSISTANT DIRECTOR OF STUDENT SERVICES will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the ASSISTANT DIRECTOR OF STUDENT SERVICES for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ASSISTANT DIRECTOR OF STUDENT SERVICES, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or her) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the ASSISTANT DIRECTOR OF STUDENT SERVICES will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the ASSISTANT DIRECTOR OF STUDENT SERVICES to perform her essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and ASSISTANT DIRECTOR OF STUDENT SERVICES.

10. **SICK AND PERSONAL LEAVE** – The ASSISTANT DIRECTOR OF STUDENT SERVICES will be entitled to fourteen (14) work days of sick leave annually. If the ASSISTANT DIRECTOR OF STUDENT SERVICES does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The ASSISTANT DIRECTOR OF STUDENT SERVICES will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The ASSISTANT DIRECTOR OF STUDENT SERVICES will receive twenty (20) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the ASSISTANT DIRECTOR OF STUDENT SERVICES.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the ASSISTANT DIRECTOR OF STUDENT SERVICES will be required to incur certain personal

expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the ASSISTANT DIRECTOR OF STUDENT SERVICES for expenses incurred by her on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the ASSISTANT DIRECTOR OF STUDENT SERVICES' substantiation and the BOARD'S approval of such expenses. The ASSISTANT DIRECTOR OF STUDENT SERVICES will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the ASSISTANT DIRECTOR OF STUDENT SERVICES will be reimbursed for the dues and membership fees for one national and one state administrator, teacher and/or school board organization memberships to which she belongs. The BOARD shall also pay the costs for professional educational journals to which the ASSISTANT DIRECTOR OF STUDENT SERVICES subscribes.

14. **PROFESSIONAL ACTIVITIES** – The ASSISTANT DIRECTOR OF STUDENT SERVICES will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **LICENSE** – The ASSISTANT DIRECTOR OF STUDENT SERVICES will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as ASSISTANT DIRECTOR OF STUDENT SERVICES in accordance with the laws of the State of Illinois and as directed by the BOARD.

16. **TUITION REIMBURSEMENT** - The BOARD will reimburse the ASSISTANT DIRECTOR OF STUDENT SERVICES for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The ASSISTANT DIRECTOR OF STUDENT SERVICES agrees that by accepting such reimbursement she is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement she receives from the BOARD. If the ASSISTANT DIRECTOR OF STUDENT SERVICES voluntarily resigns her employment for reasons other than disability, retires, or is terminated pursuant to Section 17 (D) or (E) below, prior to fulfilling her two-year commitment to remain employed by the BOARD, she will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The ASSISTANT DIRECTOR OF STUDENT SERVICES hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to her under this Agreement or otherwise. The ASSISTANT DIRECTOR OF STUDENT SERVICES' repayment obligation will be reduced by fifty percent (50%) if she fulfills one year of her two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the ASSISTANT DIRECTOR OF STUDENT SERVICES' contract or if this Contract is terminated by mutual agreement.

17. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:

A. Mutual agreement of the parties.

- B. Retirement.
- C. Resignation, provided, however, the ASSISTANT DIRECTOR OF STUDENT SERVICES gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ASSISTANT DIRECTOR OF STUDENT SERVICES' sick leave has been exhausted, the compensation will be reinstated after the ASSISTANT DIRECTOR OF STUDENT SERVICES has returned to employment and undertaken the full discharge of her duties. The BOARD may terminate this Agreement by written notice to the ASSISTANT DIRECTOR OF STUDENT SERVICES at any time after the ASSISTANT DIRECTOR OF STUDENT SERVICES has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the ASSISTANT DIRECTOR OF STUDENT SERVICES to return to her duties the BOARD may require the ASSISTANT DIRECTOR OF STUDENT SERVICES to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ASSISTANT DIRECTOR OF STUDENT SERVICES will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his/her report to the issue of whether the ASSISTANT DIRECTOR OF STUDENT SERVICES has a continuing disability which prohibits her from performing her duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ASSISTANT DIRECTOR OF STUDENT SERVICES which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the ASSISTANT DIRECTOR OF STUDENT SERVICES, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the ASSISTANT DIRECTOR OF STUDENT SERVICES chooses to be accompanied by legal counsel, she will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ASSISTANT DIRECTOR OF STUDENT SERVICES.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the ASSISTANT DIRECTOR OF STUDENT SERVICES without pay pending completion of the requirements of this section. After the effective date of dismissal the ASSISTANT DIRECTOR OF STUDENT SERVICES

will not be entitled to further payments of compensation of any kind under this Agreement, except that the ASSISTANT DIRECTOR OF STUDENT SERVICES will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

18. **EVALUATION** - The BOARD and ASSISTANT DIRECTOR OF STUDENT SERVICES agree that there will be an annual evaluation of the ASSISTANT DIRECTOR OF STUDENT SERVICES' performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the ASSISTANT DIRECTOR OF STUDENT SERVICES by March 1.

In the event that the SUPERINTENDENT determines that the performance of the ASSISTANT DIRECTOR OF STUDENT SERVICES is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The ASSISTANT DIRECTOR OF STUDENT SERVICES will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the ASSISTANT DIRECTOR OF STUDENT SERVICES' personnel file.

19. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the ASSISTANT DIRECTOR OF STUDENT SERVICES from any and all demands, claims, suits, actions and legal proceedings brought against the ASSISTANT DIRECTOR OF STUDENT SERVICES in her individual capacity, or in her official capacity as agent and employee of the BOARD provided the incident arose while the ASSISTANT DIRECTOR OF STUDENT SERVICES was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ASSISTANT DIRECTOR OF STUDENT SERVICES against such demands, claims, suits, actions and legal proceedings.

20. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the ASSISTANT DIRECTOR OF STUDENT SERVICES, to:

Gina Finaldi
6512-103rd Avenue
Kenosha, WI 53142

(or at the last address of the ASSISTANT DIRECTOR OF STUDENT SERVICES contained in official Business Office records of the BOARD).

21. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ASSISTANT DIRECTOR OF STUDENT SERVICES, her successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

ASSISTANT DIRECTOR OF
STUDENT SERVICES

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIE VIEW
SCHOOL DISTRICT 103, LAKE
COUNTY, ILLINOIS

By: _____
Gina Finaldi

By: _____
President

ATTEST:

Secretary

PRINCIPAL OF HALF DAY SCHOOL AGREEMENT

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 (“BOARD”), and JILL MAU (“PRINCIPAL”), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The PRINCIPAL is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as PRINCIPAL of HALF DAY SCHOOL in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the PRINCIPAL will be those incidental to the office of the PRINCIPAL, those set forth in the job description for the position of PRINCIPAL (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the PRINCIPAL, and the performance of other professional duties customarily performed by a PRINCIPAL as from time to time may be assigned to the PRINCIPAL by the BOARD or the Superintendent. The BOARD reserves the right to reassign the PRINCIPAL to different duties requiring licensure from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing..

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The PRINCIPAL will address and fulfill student performance and academic improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the PRINCIPAL cooperatively, during the time between the effective date of this contract and the PRINCIPAL’s start of employment. Any modifications to the student performance and academic improvement goals will be attached to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new student performance and academic improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - In consideration of the annual salary of One Hundred Nineteen Thousand Three Hundred Eighty Five Dollars (\$119,385.00), the PRINCIPAL agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of PRINCIPAL. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the PRINCIPAL during the term of this Agreement, provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as set forth herein. Any adjustment to this Agreement made during the life of this

Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the PRINCIPAL or that the termination date of this Agreement has been in any way extended. The BOARD and the PRINCIPAL may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the PRINCIPAL will receive as additional compensation the amount of Five Hundred Dollars (\$500) per month.

5. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the PRINCIPAL by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the PRINCIPAL'S behalf, a maximum contribution of 9.4% to TRS pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

The BOARD and the PRINCIPAL make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the PRINCIPAL'S gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the PRINCIPAL should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the PRINCIPAL'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the PRINCIPAL expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the PRINCIPAL owes more taxes, she has *no* right to seek additional sums from the BOARD.

6. **DEFERRED COMPENSATION** - The PRINCIPAL may elect that a portion of her salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the PRINCIPAL'S annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the PRINCIPAL in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE**–The BOARD will provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The PRINCIPAL will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the PRINCIPAL for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the PRINCIPAL, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or her) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the PRINCIPAL will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the PRINCIPAL to perform her essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and PRINCIPAL.

10. **SICK AND PERSONAL LEAVE** – The PRINCIPAL will be entitled to fourteen (14) work days of sick leave annually. If the PRINCIPAL does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The PRINCIPAL will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The PRINCIPAL will receive twenty (20) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the PRINCIPAL.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the PRINCIPAL will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the PRINCIPAL for expenses incurred by her on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the PRINCIPAL'S substantiation and the BOARD'S approval of such expenses. The PRINCIPAL will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the PRINCIPAL will be reimbursed for the dues and membership fees for one national and one state administrator, teacher and/or school board organization memberships to which she belongs. The BOARD shall also pay the costs for professional educational journals to which the PRINCIPAL subscribes.

14. **PROFESSIONAL ACTIVITIES** – The PRINCIPAL will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **LICENSE** - The PRINCIPAL will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as PRINCIPAL in accordance with the laws of the State of Illinois and as directed by the BOARD.

16. **TUITION REIMBURSEMENT** - The BOARD will reimburse the PRINCIPAL for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The PRINCIPAL agrees that by accepting such reimbursement she is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement she receives from the BOARD. If the PRINCIPAL voluntarily resigns her employment for reasons other than disability, retires, or is terminated pursuant to Section 17 (D) or (E) below, prior to fulfilling her two-year commitment to remain employed by the BOARD, she will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The PRINCIPAL hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to her under this Agreement or otherwise. The PRINCIPAL'S repayment obligation will be reduced by fifty percent (50%) if she fulfills one year of her two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the PRINCIPAL'S contract or if this Contract is terminated by mutual agreement.

17. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the PRINCIPAL gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the PRINCIPAL'S sick leave has been exhausted, the compensation will be reinstated after the PRINCIPAL has returned to employment and undertaken the full discharge of her duties. The BOARD may terminate this Agreement by written notice to the PRINCIPAL at any time after the PRINCIPAL has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the PRINCIPAL to return to her duties the BOARD may require the PRINCIPAL to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and PRINCIPAL will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his/her report

to the issue of whether the PRINCIPAL has a continuing disability which prohibits her from performing her duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the PRINCIPAL which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the PRINCIPAL, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the PRINCIPAL chooses to be accompanied by legal counsel, she will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the PRINCIPAL.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the PRINCIPAL without pay pending completion of the requirements of this section. After the effective date of dismissal the PRINCIPAL will not be entitled to further payments of compensation of any kind under this Agreement, except that the PRINCIPAL will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

18. **EVALUATION** - The BOARD and PRINCIPAL agree that there will be an annual evaluation of the PRINCIPAL'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the PRINCIPAL by March 1.

In the event that the SUPERINTENDENT determines that the performance of the PRINCIPAL is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The PRINCIPAL will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the PRINCIPAL'S personnel file.

19. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the PRINCIPAL from any and all demands, claims, suits, actions and legal proceedings brought against the PRINCIPAL in her individual capacity, or in her official capacity as agent and employee of the BOARD provided the incident arose while the PRINCIPAL was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the PRINCIPAL against such demands, claims, suits, actions and legal proceedings.

20. **NOTICE** - Any notice or communication permitted or required under this

Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the PRINCIPAL, to:

Jill Mau
342 Bell Drive
Cary, IL 60013

(or at the last address of the PRINCIPAL contained in official Business Office records of the BOARD).

21. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the PRINCIPAL, her successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.

- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

PRINCIPAL

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIE VIEW
SCHOOL DISTRICT 103, LAKE
COUNTY, ILLINOIS

By: _____
Jill Mau

By: _____
President

ATTEST:

Secretary

**DIRECTOR OF STUDENT SERVICES AGREEMENT
LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103**

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIEVIEW SCHOOL DISTRICT 103 (“BOARD”), and JULIE POSTMA (“DIRECTOR OF STUDENT SERVICES”), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The DIRECTOR OF STUDENT SERVICES is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as DIRECTOR OF STUDENT SERVICES in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the DIRECTOR OF STUDENT SERVICES will be those incidental to the office of the DIRECTOR OF STUDENT SERVICES, those set forth in the job description for the position of DIRECTOR OF STUDENT SERVICES (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the DIRECTOR OF STUDENT SERVICES, and the performance of other professional duties customarily performed by a DIRECTOR OF STUDENT SERVICES as from time to time may be assigned to the DIRECTOR OF STUDENT SERVICES by the BOARD or the Superintendent. The BOARD reserves the right to reassign the DIRECTOR OF STUDENT SERVICES to different duties requiring licensure from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The DIRECTOR OF STUDENT SERVICES will address and fulfill student performance and academic improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the DIRECTOR OF STUDENT SERVICES cooperatively, during the time between the effective date of this contract and the DIRECTOR OF STUDENT SERVICES’ start of employment. Any modifications to the student performance and academic improvement goals will be attached to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new student performance and academic improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - In consideration of the annual salary One Hundred Fifty Two Thousand Five Hundred Thirteen Dollars (\$152,513.00), the DIRECTOR OF STUDENT SERVICES agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of DIRECTOR OF STUDENT SERVICES. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the DIRECTOR

OF STUDENT SERVICES during the term of this Agreement, provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as set forth herein. Any adjustment to this Agreement made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the DIRECTOR OF STUDENT SERVICES or that the termination date of this Agreement has been in any way extended. The BOARD and the DIRECTOR OF STUDENT SERVICES may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the DIRECTOR OF STUDENT SERVICES will receive as additional compensation the amount of Five Hundred Dollars (\$500) per month.

5. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the DIRECTOR OF STUDENT SERVICES by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the DIRECTOR OF STUDENT SERVICES' behalf, a maximum contribution of 9.4% to TRS pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

The BOARD and the DIRECTOR OF STUDENT SERVICES make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the DIRECTOR OF STUDENT SERVICES' gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the DIRECTOR OF STUDENT SERVICES should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the DIRECTOR OF STUDENT SERVICES' responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the DIRECTOR OF STUDENT SERVICES expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the DIRECTOR OF STUDENT SERVICES owes more taxes, she has *no* right to seek additional sums from the BOARD.

6. **DEFERRED COMPENSATION** - The DIRECTOR OF STUDENT SERVICES may elect that a portion of her salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the DIRECTOR OF STUDENT SERVICES' annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the DIRECTOR OF STUDENT SERVICES in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** –The BOARD will

provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The DIRECTOR OF STUDENT SERVICES will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the DIRECTOR OF STUDENT SERVICES for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the DIRECTOR OF STUDENT SERVICES, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or her) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the DIRECTOR OF STUDENT SERVICES will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the DIRECTOR OF STUDENT SERVICES to perform her essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and DIRECTOR OF STUDENT SERVICES.

10. **SICK AND PERSONAL LEAVE** – The DIRECTOR OF STUDENT SERVICES will be entitled to fourteen (14) work days of sick leave annually. If the DIRECTOR OF STUDENT SERVICES does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The DIRECTOR OF STUDENT SERVICES will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The DIRECTOR OF STUDENT SERVICES will receive twenty five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the DIRECTOR OF STUDENT SERVICES.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the DIRECTOR OF STUDENT SERVICES will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the DIRECTOR OF STUDENT SERVICES for expenses incurred by her on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the DIRECTOR OF STUDENT SERVICES' substantiation and the BOARD'S approval of such expenses. The DIRECTOR OF STUDENT SERVICES will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the DIRECTOR OF STUDENT SERVICES will be reimbursed for the dues and membership fees for one national and one state administrator, teacher and/or school board

organization memberships to which she belongs. The BOARD shall also pay the costs for professional educational journals to which the DIRECTOR OF STUDENT SERVICES subscribes.

14. **PROFESSIONAL ACTIVITIES** - The DIRECTOR OF STUDENT SERVICES will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **LICENSE** - The DIRECTOR OF STUDENT SERVICES will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as DIRECTOR OF STUDENT SERVICES in accordance with the laws of the State of Illinois and as directed by the BOARD.

16. **TUITION REIMBURSEMENT** - The BOARD will reimburse the DIRECTOR OF STUDENT SERVICES for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The DIRECTOR OF STUDENT SERVICES agrees that by accepting such reimbursement she is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement she receives from the BOARD. If the DIRECTOR OF STUDENT SERVICES voluntarily resigns her employment for reasons other than disability, retires, or is terminated pursuant to Section 17 (D) or (E) below, prior to fulfilling her two-year commitment to remain employed by the BOARD, she will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The DIRECTOR OF STUDENT SERVICES hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to her under this Agreement or otherwise. The DIRECTOR OF STUDENT SERVICES' repayment obligation will be reduced by fifty percent (50%) if she fulfills one year of her two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the DIRECTOR OF STUDENT SERVICES' contract or if this Contract is terminated by mutual agreement.

17. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the DIRECTOR OF STUDENT SERVICES gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the DIRECTOR OF STUDENT SERVICES' sick leave has been exhausted, the compensation will be reinstated after the DIRECTOR OF STUDENT SERVICES has returned to employment and undertaken the full discharge of her duties. The BOARD may terminate this Agreement by written notice

to the DIRECTOR OF STUDENT SERVICES at any time after the DIRECTOR OF STUDENT SERVICES has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the DIRECTOR OF STUDENT SERVICES to return to her duties the BOARD may require the DIRECTOR OF STUDENT SERVICES to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and DIRECTOR OF STUDENT SERVICES will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his/her report to the issue of whether the DIRECTOR OF STUDENT SERVICES has a continuing disability which prohibits her from performing her duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the DIRECTOR OF STUDENT SERVICES which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the DIRECTOR OF STUDENT SERVICES, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the DIRECTOR OF STUDENT SERVICES chooses to be accompanied by legal counsel, she will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the DIRECTOR OF STUDENT SERVICES.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the DIRECTOR OF STUDENT SERVICES without pay pending completion of the requirements of this section. After the effective date of dismissal the DIRECTOR OF STUDENT SERVICES will not be entitled to further payments of compensation of any kind under this Agreement, except that the DIRECTOR OF STUDENT SERVICES will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

18. **EVALUATION** - The BOARD and DIRECTOR OF STUDENT SERVICES agree that there will be an annual evaluation of the DIRECTOR OF STUDENT SERVICES' performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the DIRECTOR OF STUDENT SERVICES by March 1.

In the event that the SUPERINTENDENT determines that the performance of the

DIRECTOR OF STUDENT SERVICES is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The DIRECTOR OF STUDENT SERVICES will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the DIRECTOR OF STUDENT SERVICES' personnel file.

19. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the DIRECTOR OF STUDENT SERVICES from any and all demands, claims, suits, actions and legal proceedings brought against the DIRECTOR OF STUDENT SERVICES in her individual capacity, or in her official capacity as agent and employee of the BOARD provided the incident arose while the DIRECTOR OF STUDENT SERVICES was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the DIRECTOR OF STUDENT SERVICES against such demands, claims, suits, actions and legal proceedings.

20. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to: President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the DIRECTOR OF STUDENT SERVICES, to: Julie Postma
430 S. Warren
Palatine, IL 60067

(or at the last address of the DIRECTOR OF STUDENT SERVICES contained in official Business Office records of the BOARD).

21. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with

respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

- E. This Agreement will be binding upon and inure to the benefit of the DIRECTOR OF STUDENT SERVICES, her successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

DIRECTOR OF STUDENT SERVICES

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIEVIEW SCHOOL
DISTRICT 103, LAKE COUNTY, ILLINOIS

By: _____
JULIE POSTMA

By: _____
President

ATTEST:

Secretary

**CURRICULUM COORDINATOR AGREEMENT
PART TIME 0.5 FTE
11-Month Employee**

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIEVIEW SCHOOL DISTRICT 103 (“BOARD”), and KENDRA PERRI (“CURRICULUM COORDINATOR”), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The CURRICULUM COORDINATOR is hereby hired and retained from August 1, 2016 through and including June 30, 2017, as CURRICULUM COORDINATOR in Lincolnshire-Prairie View School District No. 103 at 0.5 FTE.

2. **DUTIES** - The duties and responsibilities of the CURRICULUM COORDINATOR will be those incidental to the office of the CURRICULUM COORDINATOR, those set forth in the job description for the position of CURRICULUM COORDINATOR (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the CURRICULUM COORDINATOR, and the performance of other professional duties customarily performed by an CURRICULUM COORDINATOR as from time to time may be assigned to the CURRICULUM COORDINATOR by the BOARD or the Superintendent. The BOARD reserves the right to reassign the CURRICULUM COORDINATOR to different duties requiring licensure from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing.

3. **SALARY** - In consideration of the 11-month salary of Forty Five Thousand Nine Hundred Dollars (\$45,900.00), the CURRICULUM COORDINATOR agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of CURRICULUM COORDINATOR. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the CURRICULUM COORDINATOR during the term of this Agreement, provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as set forth herein. Any adjustment to this Agreement made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the CURRICULUM COORDINATOR or that the termination date of this Agreement has been in any way extended. The BOARD and the CURRICULUM COORDINATOR may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the CURRICULUM COORDINATOR will receive as additional compensation the amount of \$250 per month.

4. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the CURRICULUM COORDINATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the CURRICULUM COORDINATOR'S behalf, a maximum contribution of 9.4% to TRS pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

The BOARD and the CURRICULUM COORDINATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the CURRICULUM COORDINATOR'S gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the CURRICULUM COORDINATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the CURRICULUM COORDINATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the CURRICULUM COORDINATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the CURRICULUM COORDINATOR owes more taxes, she has *no* right to seek additional sums from the BOARD.

5. **DEFERRED COMPENSATION** - The CURRICULUM COORDINATOR may elect that a portion of her salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the CURRICULUM COORDINATOR'S annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the CURRICULUM COORDINATOR in the form of salary.

6. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE**–The BOARD will provide and pay 40% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The CURRICULUM COORDINATOR will be responsible for the remaining 60% of the cost of the premiums.

7. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the CURRICULUM COORDINATOR for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the CURRICULUM COORDINATOR, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or her) own expense.

8. **MEDICAL EXAMINATION** – At the request of the BOARD, the CURRICULUM COORDINATOR will obtain a comprehensive medical examination at BOARD

expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the CURRICULUM COORDINATOR to perform her essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and CURRICULUM COORDINATOR.

9. **SICK AND PERSONAL LEAVE** – The CURRICULUM COORDINATOR will be entitled to twelve (12) work days of sick leave annually prorated at 0.5 FTE. If the CURRICULUM COORDINATOR does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The CURRICULUM COORDINATOR will receive three (3) personal leave days annually prorated at 0.5 FTE. Unused personal leave shall accumulate as sick leave.

10. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the CURRICULUM COORDINATOR will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the CURRICULUM COORDINATOR for expenses incurred by her on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the CURRICULUM COORDINATOR'S substantiation and the BOARD'S approval of such expenses. The CURRICULUM COORDINATOR will submit appropriate substantiation of all business expenses incurred.

11. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the CURRICULUM COORDINATOR will be reimbursed for the dues and membership fees for one national and one state administrator, teacher and/or school board organization memberships to which she belongs. The BOARD shall also pay the costs for professional educational journals to which the CURRICULUM COORDINATOR subscribes.

12. **PROFESSIONAL ACTIVITIES** - The CURRICULUM COORDINATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

13. **LICENSE** - The CURRICULUM COORDINATOR will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as CURRICULUM COORDINATOR in accordance with the laws of the State of Illinois and as directed by the BOARD.

14. **TUITION REIMBURSEMENT** - The BOARD will reimburse the CURRICULUM COORDINATOR for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Three Thousand Eight Hundred Dollars (\$3,800.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The CURRICULUM COORDINATOR agrees that by accepting such reimbursement she is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement she receives from the BOARD. If the CURRICULUM COORDINATOR voluntarily resigns her employment for reasons other than disability, retires, or is terminated pursuant to Section 17 (D) or (E) below, prior to fulfilling her two-year commitment to remain employed by the BOARD, she will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise

agreed to in writing signed by the Parties. The CURRICULUM COORDINATOR hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to her under this Agreement or otherwise. The CURRICULUM COORDINATOR'S repayment obligation will be reduced by fifty percent (50%) if she fulfills one year of her two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the CURRICULUM COORDINATOR'S contract or if this Contract is terminated by mutual agreement.

15. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the CURRICULUM COORDINATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the CURRICULUM COORDINATOR'S sick leave has been exhausted, the compensation will be reinstated after the CURRICULUM COORDINATOR has returned to employment and undertaken the full discharge of her duties. The BOARD may terminate this Agreement by written notice to the CURRICULUM COORDINATOR at any time after the CURRICULUM COORDINATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the CURRICULUM COORDINATOR to return to her duties the BOARD may require the CURRICULUM COORDINATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and CURRICULUM COORDINATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his/her report to the issue of whether the CURRICULUM COORDINATOR has a continuing disability which prohibits her from performing her duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the CURRICULUM COORDINATOR which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the CURRICULUM COORDINATOR, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the CURRICULUM COORDINATOR chooses to be

accompanied by legal counsel, she will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the CURRICULUM COORDINATOR.

F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the CURRICULUM COORDINATOR without pay pending completion of the requirements of this section. After the effective date of dismissal the CURRICULUM COORDINATOR will not be entitled to further payments of compensation of any kind under this Agreement, except that the CURRICULUM COORDINATOR will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

16. **EVALUATION** - The BOARD and CURRICULUM COORDINATOR agree that there will be an annual evaluation of the CURRICULUM COORDINATOR'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the ASSISTANT SUPERINTENDENT for CURRICULUM AND INSTRUCTION ("ASSISTANT SUPERINTENDENT") given to the CURRICULUM COORDINATOR by March 1.

In the event that the ASSISTANT SUPERINTENDENT determines that the performance of the CURRICULUM COORDINATOR is unsatisfactory in any respect, the ASSISTANT SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the ASSISTANT SUPERINTENDENT deems performance to be unsatisfactory. The CURRICULUM COORDINATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the CURRICULUM COORDINATOR'S personnel file.

17. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the CURRICULUM COORDINATOR from any and all demands, claims, suits, actions and legal proceedings brought against the CURRICULUM COORDINATOR in her individual capacity, or in her official capacity as agent and employee of the BOARD provided the incident arose while the CURRICULUM COORDINATOR was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the CURRICULUM COORDINATOR against such demands, claims, suits, actions and legal proceedings.

18. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the CURRICULUM COORDINATOR, to:

Kendra Perri
3960 Beaver Run Drive
Long Grove, IL 60047

(or at the last address of the CURRICULUM COORDINATOR contained in official Business Office records of the BOARD).

19. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the CURRICULUM COORDINATOR, her successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and

year first above written.

CURRICULUM COORDINATOR

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIEVIEW
SCHOOL DISTRICT 103, LAKE
COUNTY, ILLINOIS

By: _____
Kendra Perri

By: _____
President

ATTEST:

Secretary

PRINCIPAL OF DANIEL WRIGHT JUNIOR HIGH'S AGREEMENT

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 ("BOARD"), and MICHELLE BLACKLEY ("PRINCIPAL"), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The PRINCIPAL is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as PRINCIPAL of DANIEL WRIGHT JUNIOR HIGH in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the PRINCIPAL will be those incidental to the office of the PRINCIPAL, those set forth in the job description for the position of PRINCIPAL (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the PRINCIPAL, and the performance of other professional duties customarily performed by a PRINCIPAL as from time to time may be assigned to the PRINCIPAL by the BOARD or the Superintendent. The BOARD reserves the right to reassign the PRINCIPAL to different duties requiring licensure from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The PRINCIPAL will address and fulfill student performance and academic improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the PRINCIPAL cooperatively, during the time between the effective date of this contract and the PRINCIPAL's start of employment. Any modifications to the student performance and academic improvement goals will be attached to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new student performance and academic improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - In consideration of the annual salary of One Hundred Thirty Thousand Six Hundred Eighty Eight Dollars (\$130,688.00), the PRINCIPAL agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of PRINCIPAL. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the PRINCIPAL during the term of this Agreement, provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as

set forth herein. Any adjustment to this Agreement made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the PRINCIPAL or that the termination date of this Agreement has been in any way extended. The BOARD and the PRINCIPAL may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the PRINCIPAL will receive as additional compensation the amount of Five Hundred Dollars (\$500) per month.

5. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the PRINCIPAL by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the PRINCIPAL'S behalf, a maximum contribution of 9.4% to TRS pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

The BOARD and the PRINCIPAL make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the PRINCIPAL'S gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the PRINCIPAL should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the PRINCIPAL'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the PRINCIPAL expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the PRINCIPAL owes more taxes, she has *no* right to seek additional sums from the BOARD.

6. **DEFERRED COMPENSATION** - The PRINCIPAL may elect that a portion of her salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the PRINCIPAL'S annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the PRINCIPAL in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE**–The BOARD will provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The PRINCIPAL will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the PRINCIPAL for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the PRINCIPAL, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or her) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the PRINCIPAL will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the PRINCIPAL to perform her essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and PRINCIPAL.

10. **SICK AND PERSONAL LEAVE** – The PRINCIPAL will be entitled to fourteen (14) work days of sick leave annually. If the PRINCIPAL does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The PRINCIPAL will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The PRINCIPAL will receive twenty (20) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the PRINCIPAL.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the PRINCIPAL will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the PRINCIPAL for expenses incurred by her on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the PRINCIPAL'S substantiation and the BOARD'S approval of such expenses. The PRINCIPAL will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the PRINCIPAL will be reimbursed for the dues and membership fees for one national and one state administrator, teacher and/or school board organization memberships to which she belongs. The BOARD shall also pay the costs for professional educational journals to which the PRINCIPAL subscribes.

14. **PROFESSIONAL ACTIVITIES** – The PRINCIPAL will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **LICENSE** - The PRINCIPAL will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as PRINCIPAL in accordance with the laws of the State of Illinois and as directed by the BOARD.

16. **TUITION REIMBURSEMENT** - The BOARD will reimburse the PRINCIPAL for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The PRINCIPAL agrees that by accepting such reimbursement she is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement she receives from the BOARD. If the PRINCIPAL voluntarily resigns her employment for reasons other than disability, retires, or is terminated pursuant to Section 17 (D) or (E) below, prior to fulfilling her two-year commitment to remain employed by the BOARD, she will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The PRINCIPAL hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to her under this Agreement or otherwise. The PRINCIPAL'S repayment obligation will be reduced by fifty percent (50%) if she fulfills one year of her two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the PRINCIPAL'S contract or if this Contract is terminated by mutual agreement.

17. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:
- A. Mutual agreement of the parties.
 - B. Retirement.
 - C. Resignation, provided, however, the PRINCIPAL gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
 - D. Disability. In the event of disability by illness or incapacity, after the PRINCIPAL'S sick leave has been exhausted, the compensation will be reinstated after the PRINCIPAL has returned to employment and undertaken the full discharge of her duties. The BOARD may terminate this Agreement by written notice to the PRINCIPAL at any time after the PRINCIPAL has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the PRINCIPAL to return to her duties the BOARD may require the PRINCIPAL to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and PRINCIPAL will mutually agree upon the physician who will conduct the examination. The examination will be

done at the expense of the BOARD. The physician will limit his/her report to the issue of whether the PRINCIPAL has a continuing disability which prohibits her from performing her duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the PRINCIPAL which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the PRINCIPAL, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the PRINCIPAL chooses to be accompanied by legal counsel, she will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the PRINCIPAL.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the PRINCIPAL without pay pending completion of the requirements of this section. After the effective date of dismissal the PRINCIPAL will not be entitled to further payments of compensation of any kind under this Agreement, except that the PRINCIPAL will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

18. **EVALUATION** - The BOARD and PRINCIPAL agree that there will be an annual evaluation of the PRINCIPAL'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the PRINCIPAL by March 1.

In the event that the SUPERINTENDENT determines that the performance of the PRINCIPAL is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The PRINCIPAL will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the PRINCIPAL'S personnel file.

19. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the PRINCIPAL from any and all demands, claims, suits, actions and legal proceedings brought against the PRINCIPAL in her individual capacity, or in her official capacity as agent and employee of the BOARD provided the incident arose while the PRINCIPAL was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the PRINCIPAL against such demands, claims, suits, actions and legal proceedings.

20. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the PRINCIPAL, to:

Michelle Blackley
2710 Edgewood Lane
Riverwoods, IL 60015

(or at the last address of the PRINCIPAL contained in official Business Office records of the BOARD).

21. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the PRINCIPAL, her successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.

I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

PRINCIPAL

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIE VIEW
SCHOOL DISTRICT 103, LAKE
COUNTY, ILLINOIS

By: _____
Michelle Blackley

By: _____
President

ATTEST:

Secretary

**ASSISTANT PRINCIPAL FOR STUDENT SERVICES OF
DANIEL WRIGHT JUNIOR HIGH'S AGREEMENT**

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 ("BOARD"), and MELODY LITTLEFAIR ("ASSISTANT PRINCIPAL"), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The ASSISTANT PRINCIPAL is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as ASSISTANT PRINCIPAL of DANIEL WRIGHT JUNIOR HIGH in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the ASSISTANT PRINCIPAL will be those incidental to the office of the ASSISTANT PRINCIPAL, those set forth in the job description for the position of ASSISTANT PRINCIPAL (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the ASSISTANT PRINCIPAL, and the performance of other professional duties customarily performed by an ASSISTANT PRINCIPAL as from time to time may be assigned to the ASSISTANT PRINCIPAL by the BOARD or the Superintendent. The BOARD reserves the right to reassign the ASSISTANT PRINCIPAL to different duties requiring licensure from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The ASSISTANT PRINCIPAL will address and fulfill student performance and academic improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the ASSISTANT PRINCIPAL cooperatively, during the time between the effective date of this contract and the ASSISTANT PRINCIPAL's start of employment. Any modifications to the student performance and academic improvement goals will be attached to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new student performance and academic improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - In consideration of the annual salary of Ninety Four Thousand Ninety Five Dollars (\$94,095.00), the ASSISTANT PRINCIPAL agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of ASSISTANT PRINCIPAL Salary will be paid in twenty- four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe

benefits of the ASSISTANT PRINCIPAL during the term of this Agreement, provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as set forth herein. Any adjustment to this Agreement made is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the ASSISTANT PRINCIPAL or that the termination date of this Agreement has been in any way extended. The BOARD and the ASSISTANT PRINCIPAL may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the ASSISTANT PRINCIPAL will receive as additional compensation the amount of Five Hundred Dollars (\$500) per month.

5. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the ASSISTANT PRINCIPAL by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ASSISTANT PRINCIPAL'S behalf, a maximum contribution of 9.4% to TRS pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

The BOARD and the ASSISTANT PRINCIPAL make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ASSISTANT PRINCIPAL'S gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ASSISTANT PRINCIPAL should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ASSISTANT PRINCIPAL'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ASSISTANT PRINCIPAL expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ASSISTANT PRINCIPAL owes more taxes, she has *no* right to seek additional sums from the BOARD.

6. **DEFERRED COMPENSATION** - The ASSISTANT PRINCIPAL may elect that a portion of her salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the ASSISTANT PRINCIPAL'S annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the ASSISTANT PRINCIPAL in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** – The BOARD will

provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The ASSISTANT PRINCIPAL will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the ASSISTANT PRINCIPAL for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ASSISTANT PRINCIPAL, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or her) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the ASSISTANT PRINCIPAL will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the ASSISTANT PRINCIPAL to perform her essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and ASSISTANT PRINCIPAL.

10. **SICK AND PERSONAL LEAVE** – The ASSISTANT PRINCIPAL will be entitled to fourteen (14) work days of sick leave annually. If the ASSISTANT PRINCIPAL does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The ASSISTANT PRINCIPAL will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The ASSISTANT PRINCIPAL will receive twenty (20) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the ASSISTANTPRINCIPAL.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the ASSISTANT PRINCIPAL will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the ASSISTANT PRINCIPAL for expenses incurred by her on behalf of the BOARD, which have received pre- approval by the Superintendent; subject, however, to the ASSISTANT PRINCIPAL’S substantiation and the BOARD’S approval of such expenses. The ASSISTANT PRINCIPAL will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the ASSISTANT PRINCIPAL will be reimbursed for the dues and membership fees for one national and one state administrator, teacher and/or school board organization memberships to which she belongs. The BOARD shall also pay the costs for professional educational journals to which the ASSISTANT PRINCIPAL subscribes.

14. **PROFESSIONAL ACTIVITIES** – The ASSISTANT PRINCIPAL is encouraged

to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **LICENSE** - The ASSISTANT PRINCIPAL will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as ASSISTANT PRINCIPAL in accordance with the laws of the State of Illinois and as directed by the BOARD.

16. **TUITION REIMBURSEMENT** - The BOARD will reimburse the ASSISTANT PRINCIPAL for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The ASSISTANT PRINCIPAL agrees that by accepting such reimbursement she is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement she receives from the BOARD. If the ASSISTANT PRINCIPAL voluntarily resigns her employment for reasons other than disability, retires, or is terminated pursuant to Section 17 (D) or (E) below, prior to fulfilling her two-year commitment to remain employed by the BOARD, she will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The ASSISTANT PRINCIPAL hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to her under this Agreement or otherwise. The ASSISTANT PRINCIPAL'S repayment obligation will be reduced by fifty percent (50%) if she fulfills one year of her two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the ASSISTANT PRINCIPAL'S contract or if this Contract is terminated by mutual agreement.

17. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:
- A. Mutual agreement of the parties.
 - B. Retirement.
 - C. Resignation, provided, however, the ASSISTANT PRINCIPAL gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
 - D. Disability. In the event of disability by illness or incapacity, after the ASSISTANT PRINCIPAL'S sick leave has been exhausted, the compensation will be reinstated after the ASSISTANT PRINCIPAL has returned to employment and undertaken the full discharge of her duties. The BOARD may terminate this Agreement by written notice to the ASSISTANT PRINCIPAL at any time after the ASSISTANT PRINCIPAL has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the ASSISTANT PRINCIPAL to return to her duties the BOARD may require the ASSISTANT PRINCIPAL to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ASSISTANT PRINCIPAL will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his/her report to the issue of whether the ASSISTANT PRINCIPAL has a continuing disability which prohibits her from performing her duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ASSISTANT PRINCIPAL which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the ASSISTANT PRINCIPAL, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the ASSISTANT PRINCIPAL chooses to be accompanied by legal counsel, she will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ASSISTANT PRINCIPAL.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the ASSISTANT PRINCIPAL without pay pending completion of the requirements of this section. After the effective date of dismissal the ASSISTANT PRINCIPAL will not be entitled to further payments of compensation of any kind under this Agreement, except that the ASSISTANT PRINCIPAL will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

18. **EVALUATION** - The BOARD and ASSISTANT PRINCIPAL agree that there will be an annual evaluation of the ASSISTANT PRINCIPAL'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the ASSISTANT PRINCIPAL by March 1.

In the event that the SUPERINTENDENT determines that the performance of the ASSISTANT PRINCIPAL is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The ASSISTANT PRINCIPAL will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the ASSISTANT PRINCIPAL'S personnel file.

19. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the ASSISTANT PRINCIPAL from any and all demands, claims, suits,

actions and legal proceedings brought against the ASSISTANT PRINCIPAL in her individual capacity, or in her official capacity as agent and employee of the BOARD provided the incident arose while the ASSISTANT PRINCIPAL was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ASSISTANT PRINCIPAL against such demands, claims, suits, actions and legal proceedings.

20. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the ASSISTANT PRINCIPAL, to:

Melody Littlefair
4627 N. Magnolia Ave.
Chicago, IL 60640

(or at the last address of the ASSISTANT PRINCIPAL contained in official Business Office records of the BOARD).

21. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ASSISTANT PRINCIPAL, her successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.

- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

ASSISTANT PRINCIPAL

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIE VIEW
SCHOOL DISTRICT 103,
LAKE COUNTY, ILLINOIS

By: _____
MELODY LITTLEFAIR

By: _____
President

ATTEST:

Secretary

DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S AGREEMENT

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 ("BOARD"), and ROBERT J. BIALK ("DIRECTOR OF TECHNOLOGY AND ASSESSMENT"), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The DIRECTOR OF TECHNOLOGY AND ASSESSMENT is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as DIRECTOR OF TECHNOLOGY AND ASSESSMENT in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the DIRECTOR OF TECHNOLOGY AND ASSESSMENT will be those incidental to the office of the DIRECTOR OF TECHNOLOGY AND ASSESSMENT, those set forth in the job description for the position of DIRECTOR OF TECHNOLOGY AND ASSESSMENT (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the DIRECTOR OF TECHNOLOGY AND ASSESSMENT, and the performance of other professional duties customarily performed by a DIRECTOR OF TECHNOLOGY AND ASSESSMENT as from time to time may be assigned to the DIRECTOR OF TECHNOLOGY AND ASSESSMENT by the BOARD or the Superintendent. The BOARD reserves the right to reassign the DIRECTOR OF TECHNOLOGY AND ASSESSMENT to different duties requiring licensure from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing..

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The DIRECTOR OF TECHNOLOGY AND ASSESSMENT will address and fulfill student performance and academic improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the DIRECTOR OF TECHNOLOGY AND ASSESSMENT cooperatively, during the time between the effective date of this contract and the DIRECTOR OF TECHNOLOGY AND ASSESSMENT's start of employment. Any modifications to the student performance and academic improvement goals will be attached to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new student performance and academic improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - One Hundred Two Thousand Dollars (\$102,000.00), the DIRECTOR OF TECHNOLOGY AND ASSESSMENT agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of

DIRECTOR OF TECHNOLOGY AND ASSESSMENT. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the DIRECTOR OF TECHNOLOGY AND ASSESSMENT during the term of this Agreement, provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as set forth herein. Any adjustment to this Agreement made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the DIRECTOR OF TECHNOLOGY AND ASSESSMENT or that the termination date of this Agreement has been in any way extended. The BOARD and the DIRECTOR OF TECHNOLOGY AND ASSESSMENT may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the DIRECTOR OF TECHNOLOGY AND ASSESSMENT will receive as additional compensation the amount of Five Hundred Dollars (\$500) per month.

5. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION – In addition to the salary paid to the DIRECTOR OF TECHNOLOGY AND ASSESSMENT by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S behalf, a maximum contribution of 9.4% to TRS pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

The BOARD and the DIRECTOR OF TECHNOLOGY AND ASSESSMENT make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the DIRECTOR OF TECHNOLOGY AND ASSESSMENT should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the DIRECTOR OF TECHNOLOGY AND ASSESSMENT expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the DIRECTOR OF TECHNOLOGY AND ASSESSMENT owes more taxes, she has *no* right to seek additional sums from the BOARD.

6. DEFERRED COMPENSATION - The DIRECTOR OF TECHNOLOGY AND ASSESSMENT may elect that a portion of his salary (as stated in Section 4) be used to

purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the DIRECTOR OF TECHNOLOGY AND ASSESSMENT in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** – The BOARD will provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The DIRECTOR OF TECHNOLOGY AND ASSESSMENT will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the DIRECTOR OF TECHNOLOGY AND ASSESSMENT for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the DIRECTOR OF TECHNOLOGY AND ASSESSMENT, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or his) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the DIRECTOR OF TECHNOLOGY AND ASSESSMENT will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the DIRECTOR OF TECHNOLOGY AND ASSESSMENT to perform his essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and DIRECTOR OF TECHNOLOGY AND ASSESSMENT.

10. **SICK AND PERSONAL LEAVE** – The DIRECTOR OF TECHNOLOGY AND ASSESSMENT will be entitled to fourteen (14) work days of sick leave annually. If the DIRECTOR OF TECHNOLOGY AND ASSESSMENT does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The DIRECTOR OF TECHNOLOGY AND ASSESSMENT will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The DIRECTOR OF TECHNOLOGY AND ASSESSMENT will receive twenty (20) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the DIRECTOR OF TECHNOLOGY AND ASSESSMENT.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the

DIRECTOR OF TECHNOLOGY AND ASSESSMENT will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the DIRECTOR OF TECHNOLOGY AND ASSESSMENT for expenses incurred by his on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S substantiation and the BOARD'S approval of such expenses. The DIRECTOR OF TECHNOLOGY AND ASSESSMENT will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the DIRECTOR OF TECHNOLOGY AND ASSESSMENT will be reimbursed for the dues and membership fees for one national and one state administrator, teacher and/or school board organization memberships to which he belongs. The BOARD shall also pay the costs for professional educational journals to which the DIRECTOR OF TECHNOLOGY AND ASSESSMENT subscribes.

14. **PROFESSIONAL ACTIVITIES** – The DIRECTOR OF TECHNOLOGY AND ASSESSMENT will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **LICENSE** – The DIRECTOR OF TECHNOLOGY AND ASSESSMENT will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as DIRECTOR OF TECHNOLOGY AND ASSESSMENT in accordance with the laws of the State of Illinois and as directed by the BOARD.

16. **TUITION REIMBURSEMENT** - The BOARD will reimburse the DIRECTOR OF TECHNOLOGY AND ASSESSMENT for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The DIRECTOR OF TECHNOLOGY AND ASSESSMENT agrees that by accepting such reimbursement he is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement he receives from the BOARD. If the DIRECTOR OF TECHNOLOGY AND ASSESSMENT voluntarily resigns his employment for reasons other than disability, retires, or is terminated pursuant to Section 17 (D) or (E) below, prior to fulfilling his two-year commitment to remain employed by the BOARD, he will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The DIRECTOR OF TECHNOLOGY AND ASSESSMENT hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to his under this Agreement or otherwise. The DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S repayment obligation will be reduced by fifty percent (50%) if he fulfills one year of his two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S contract or if this Contract is terminated by mutual agreement.

17. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:
A. Mutual agreement of the parties.

- B. Retirement.
- C. Resignation, provided, however, the DIRECTOR OF TECHNOLOGY AND ASSESSMENT gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S sick leave has been exhausted, the compensation will be reinstated after the DIRECTOR OF TECHNOLOGY AND ASSESSMENT has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the DIRECTOR OF TECHNOLOGY AND ASSESSMENT at any time after the DIRECTOR OF TECHNOLOGY AND ASSESSMENT has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the DIRECTOR OF TECHNOLOGY AND ASSESSMENT to return to his duties the BOARD may require the DIRECTOR OF TECHNOLOGY AND ASSESSMENT to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and DIRECTOR OF TECHNOLOGY AND ASSESSMENT will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the DIRECTOR OF TECHNOLOGY AND ASSESSMENT has a continuing disability which prohibits him from performing his duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the DIRECTOR OF TECHNOLOGY AND ASSESSMENT which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the DIRECTOR OF TECHNOLOGY AND ASSESSMENT, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the DIRECTOR OF TECHNOLOGY AND ASSESSMENT chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the DIRECTOR OF TECHNOLOGY AND ASSESSMENT.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the DIRECTOR OF TECHNOLOGY AND ASSESSMENT without pay pending completion of the requirements of this section. After the effective date of dismissal the DIRECTOR OF TECHNOLOGY AND ASSESSMENT will not

be entitled to further payments of compensation of any kind under this Agreement, except that the DIRECTOR OF TECHNOLOGY AND ASSESSMENT will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

18. **EVALUATION** - The BOARD and DIRECTOR OF TECHNOLOGY AND ASSESSMENT agree that there will be an annual evaluation of the DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the DIRECTOR OF TECHNOLOGY AND ASSESSMENT by March 1.

In the event that the SUPERINTENDENT determines that the performance of the DIRECTOR OF TECHNOLOGY AND ASSESSMENT is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The DIRECTOR OF TECHNOLOGY AND ASSESSMENT will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the DIRECTOR OF TECHNOLOGY AND ASSESSMENT'S personnel file.

19. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the DIRECTOR OF TECHNOLOGY AND ASSESSMENT from any and all demands, claims, suits, actions and legal proceedings brought against the DIRECTOR OF TECHNOLOGY AND ASSESSMENT in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the DIRECTOR OF TECHNOLOGY AND ASSESSMENT was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the DIRECTOR OF TECHNOLOGY AND ASSESSMENT against such demands, claims, suits, actions and legal proceedings.

20. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the DIRECTOR OF TECHNOLOGY AND ASSESSMENT, to:

Robert J. Bialk
1319 Heatherfield Lane
Glenview, IL 60025

(or at the last address of the DIRECTOR OF TECHNOLOGY AND ASSESSMENT contained in official Business Office records of the BOARD).

21. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the DIRECTOR OF TECHNOLOGY AND ASSESSMENT, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

DIRECTOR OF TECHNOLOGY
AND ASSESSMENT

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIE VIEW
SCHOOL DISTRICT 103, LAKE
COUNTY, ILLINOIS

By: _____
Robert J. Bialk

By: _____
President

ATTEST:

Secretary

**DIRECTOR OF FACILITIES AGREEMENT
LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103**

THIS AGREEMENT made this 19th day of April, 2016, by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 (“BOARD”), and SCOTT GAUNKY (“DIRECTOR OF FACILITIES”), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The DIRECTOR OF FACILITIES is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as DIRECTOR OF FACILITIES in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the DIRECTOR OF FACILITIES will be those incidental to the office of the DIRECTOR OF FACILITIES, those set forth in the job description for the position of DIRECTOR OF FACILITIES (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the performance and improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the DIRECTOR OF FACILITIES, and the performance of other professional duties customarily performed by a DIRECTOR OF FACILITIES as from time to time may be assigned to the DIRECTOR OF FACILITIES by the BOARD or the Superintendent. The BOARD reserves the right to reassign the DIRECTOR OF FACILITIES to different duties from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing.

3. **PERFORMANCE AND IMPROVEMENT** - This Agreement is a performance-based contract. The DIRECTOR OF FACILITIES will address and fulfill performance and improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the DIRECTOR OF FACILITIES cooperatively, during the time between the effective date of this contract and the DIRECTOR OF FACILITIES’S start of employment. Any modifications to the performance and improvement goals will be attached to this Agreement and made a part hereof. Once the performance and improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new performance and improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - In consideration of the annual salary of One Hundred Six Thousand One Hundred Sixty Six Dollars (\$106,166.00), the DIRECTOR OF FACILITIES agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of DIRECTOR OF FACILITIES. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensure members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the DIRECTOR OF FACILITIES during the term of this Agreement,

provided that the salary and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as set forth herein. Any adjustment to this Agreement made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the DIRECTOR OF FACILITIES or that the termination date of this Agreement has been in any way extended. The BOARD and the DIRECTOR OF FACILITIES may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the DIRECTOR OF FACILITIES will receive as additional compensation the amount of Five Hundred Dollars (\$500) per month.

5. **RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the DIRECTOR OF FACILITIES by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the DIRECTOR OF FACILITIES' behalf the DIRECTOR OF FACILITIES' required contribution to the Illinois Municipal Retirement Fund (“IMRF”) pursuant to the *Illinois Pension Code*, to a maximum of 4.5%. Any required DIRECTOR OF FACILITIES contributions in excess of 4.5% will be deducted from the salary expressed in Section 4 and remitted by the BOARD to the Illinois Municipal Retirement Fund.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the DIRECTOR OF FACILITIES should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the DIRECTOR OF FACILITIES' responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the DIRECTOR OF FACILITIES expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the DIRECTOR OF FACILITIES owes more taxes, he has *no* right to seek additional sums from the BOARD.

6. **DEFERRED COMPENSATION** - The DIRECTOR OF FACILITIES may elect that a portion of his salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the “Code”), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the DIRECTOR OF FACILITIES' annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the DIRECTOR OF FACILITIES in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** – The BOARD will provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to licensed members of the professional staff. The DIRECTOR OF FACILITIES will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the DIRECTOR OF FACILITIES for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the DIRECTOR OF FACILITIES, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or his) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the DIRECTOR OF FACILITIES will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the DIRECTOR OF FACILITIES to perform his essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and DIRECTOR OF FACILITIES.

10. **SICK AND PERSONAL LEAVE** – The DIRECTOR OF FACILITIES will be entitled to fourteen (14) work days of sick leave annually. If the DIRECTOR OF FACILITIES does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The DIRECTOR OF FACILITIES will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The DIRECTOR OF FACILITIES will receive twenty (20) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the DIRECTOR OF FACILITIES.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the DIRECTOR OF FACILITIES will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the DIRECTOR OF FACILITIES for expenses incurred by his on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the DIRECTOR OF FACILITIES' substantiation and the BOARD'S approval of such expenses. The DIRECTOR OF FACILITIES will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the DIRECTOR OF FACILITIES will be reimbursed for the dues and membership fees for one national and one state job-related professional organization to which he belongs. The BOARD shall also pay the costs for job-related professional journals to which the DIRECTOR OF FACILITIES subscribes.

14. **PROFESSIONAL ACTIVITIES** – The DIRECTOR OF FACILITIES will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **TUITION REIMBURSEMENT** - The BOARD will reimburse the DIRECTOR OF FACILITIES for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The DIRECTOR OF FACILITIES agrees that by accepting such reimbursement he is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement he receives from the BOARD. If the DIRECTOR OF FACILITIES voluntarily resigns his employment for reasons other than disability, retires, or is terminated pursuant to Section 16 (D) or (E) below, prior to fulfilling his two-year commitment to remain employed by the BOARD, he will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The DIRECTOR OF FACILITIES hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to him under this Agreement or otherwise. The DIRECTOR OF FACILITIES' repayment obligation will be reduced by fifty percent (50%) if he fulfills one year of his two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the DIRECTOR OF FACILITIES' contract or if this Contract is terminated by mutual agreement.

16. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:
- A. Mutual agreement of the parties.
 - B. Retirement.
 - C. Resignation, provided, however, the DIRECTOR OF FACILITIES gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
 - D. Disability. In the event of disability by illness or incapacity, after the DIRECTOR OF FACILITIES' sick leave has been exhausted, the compensation will be reinstated after the DIRECTOR OF FACILITIES has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the DIRECTOR OF FACILITIES at any time after the DIRECTOR OF FACILITIES has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the DIRECTOR OF FACILITIES to return to his duties the BOARD may require the DIRECTOR OF FACILITIES to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and DIRECTOR OF FACILITIES will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his/her report to the issue

of whether the DIRECTOR OF FACILITIES has a continuing disability which prohibits him from performing his duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the DIRECTOR OF FACILITIES which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the DIRECTOR OF FACILITIES, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the DIRECTOR OF FACILITIES chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the DIRECTOR OF FACILITIES.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the DIRECTOR OF FACILITIES without pay pending completion of the requirements of this section. After the effective date of dismissal the DIRECTOR OF FACILITIES will not be entitled to further payments of compensation of any kind under this Agreement, except that the DIRECTOR OF FACILITIES will be entitled to any vested benefits payable under the terms and provisions of the Illinois Municipal Retirement Fund.

17. **EVALUATION** - The BOARD and DIRECTOR OF FACILITIES agree that there will be an annual evaluation of the DIRECTOR OF FACILITIES' performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the DIRECTOR OF FACILITIES by March 1.

In the event that the SUPERINTENDENT determines that the performance of the DIRECTOR OF FACILITIES is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The DIRECTOR OF FACILITIES will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the DIRECTOR OF FACILITIES' personnel file.

18. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the DIRECTOR OF FACILITIES from any and all demands, claims, suits, actions and legal proceedings brought against the DIRECTOR OF FACILITIES in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the DIRECTOR OF FACILITIES was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the

authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the DIRECTOR OF FACILITIES against such demands, claims, suits, actions and legal proceedings.

19. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to: President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the DIRECTOR OF FACILITIES, to: Scott Gaunky
2035 Oakleaf Circle
Lake Villa, IL 60046

(or at the last address of the DIRECTOR OF FACILITIES contained in official Business Office records of the BOARD).

20. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the DIRECTOR OF FACILITIES, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and

duly authorized and signed by each of them.

- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

DIRECTOR OF FACILITIES

BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIE VIEW
SCHOOL DISTRICT 103, LAKE
COUNTY, ILLINOIS

By: _____
Scott Gaunky

By: _____
President

ATTEST:

Secretary

**ASSISTANT PRINCIPAL OF
DANIEL WRIGHT JUNIOR HIGH'S AGREEMENT**

THIS AGREEMENT made this 19th day of April, 2016 by and between the BOARD OF EDUCATION OF LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT 103 ("BOARD"), and THOMAS HERION ("ASSISTANT PRINCIPAL"), has been approved at the meeting of the BOARD held on April 19, 2016.

IT IS AGREED:

1. **EMPLOYMENT** - The ASSISTANT PRINCIPAL is hereby hired and retained from July 1, 2016 through and including June 30, 2017, as ASSISTANT PRINCIPAL of DANIEL WRIGHT JUNIOR HIGH in Lincolnshire-Prairie View School District No. 103.

2. **DUTIES** - The duties and responsibilities of the ASSISTANT PRINCIPAL will be those incidental to the office of the ASSISTANT PRINCIPAL, those set forth in the job description for the position of ASSISTANT PRINCIPAL (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the ASSISTANT PRINCIPAL, and the performance of other professional duties customarily performed by a ASSISTANT PRINCIPAL as from time to time may be assigned to the ASSISTANT PRINCIPAL by the BOARD or the Superintendent. The BOARD reserves the right to reassign the ASSISTANT PRINCIPAL to different duties requiring licensure from time to time during the term of this Agreement, without loss of contract term, pay, benefits, notice or a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The ASSISTANT PRINCIPAL will address and fulfill student performance and academic improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD, the Superintendent and the ASSISTANT PRINCIPAL cooperatively, during the time between the effective date of this contract and the ASSISTANT PRINCIPAL's start of employment. Any modifications to the student performance and academic improvement goals will be attached to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this Agreement, new student performance and academic improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - In consideration of the annual salary of Ninety One Thousand Eight Hundred Dollars (\$91,800.00), the ASSISTANT PRINCIPAL agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ASSISTANT PRINCIPAL. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ASSISTANT PRINCIPAL during the term of this Agreement, provided that the salary

and/or fringe benefit(s) adjustments will not be lower than the salary and fringe benefits paid by the BOARD as set forth herein. Any adjustment to this Agreement made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the ASSISTANT PRINCIPAL or that the termination date of this Agreement has been in any way extended. The BOARD and the ASSISTANT PRINCIPAL may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

In addition, the ASSISTANT PRINCIPAL will receive as additional compensation the amount of \$500 per month.

5. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the ASSISTANT PRINCIPAL by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ASSISTANT PRINCIPAL'S behalf, a maximum contribution of 9.4% to TRS pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

The BOARD and the ASSISTANT PRINCIPAL make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ASSISTANT PRINCIPAL'S gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ASSISTANT PRINCIPAL should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ASSISTANT PRINCIPAL'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ASSISTANT PRINCIPAL expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ASSISTANT PRINCIPAL owes more taxes, he has *no* right to seek additional sums from the BOARD.

6. **DEFERRED COMPENSATION** - The ASSISTANT PRINCIPAL may elect that a portion of his salary (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or a deferred compensation plan pursuant to Code Section 457. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the ASSISTANT PRINCIPAL'S annual salary and shall not require an expenditure of funds by the BOARD above the amount paid to the ASSISTANT PRINCIPAL in the form of salary.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** – The BOARD will provide and pay 80% of the cost of premiums for hospitalization and major medical insurance, as either individual or family coverage, in accordance with the basic insurance coverage provided to

licensed members of the professional staff. The ASSISTANT PRINCIPAL will be responsible for the remaining 20% of the cost of the premiums.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the ASSISTANT PRINCIPAL for a ten (10) year term in the amount of Two Hundred Thousand Dollars (\$200,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ASSISTANT PRINCIPAL, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or his) own expense.

9. **MEDICAL EXAMINATION** – At the request of the BOARD, the ASSISTANT PRINCIPAL will obtain a comprehensive medical examination at BOARD expense, after submission to the insurance carrier. A copy of the certificate of the physician certifying the physical ability of the ASSISTANT PRINCIPAL to perform his essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the Board, or by mutual agreement of the Board and ASSISTANT PRINCIPAL.

10. **SICK AND PERSONAL LEAVE** – The ASSISTANT PRINCIPAL will be entitled to fourteen (14) work days of sick leave annually. If the ASSISTANT PRINCIPAL does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The ASSISTANT PRINCIPAL will receive three (3) personal leave days annually. Unused personal leave shall accumulate as sick leave.

11. **VACATION LEAVE** - The ASSISTANT PRINCIPAL will receive twenty (20) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following contract year. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the ASSISTANT PRINCIPAL.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the ASSISTANT PRINCIPAL will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the ASSISTANT PRINCIPAL for expenses incurred by him on behalf of the BOARD, which have received pre-approval by the Superintendent; subject, however, to the ASSISTANT PRINCIPAL'S substantiation and the BOARD'S approval of such expenses. The ASSISTANT PRINCIPAL will submit appropriate substantiation of all business expenses incurred.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the ASSISTANT PRINCIPAL will be reimbursed for the dues and membership fees for one national and one state administrator, teacher and/or school board organization memberships to which he belongs. The BOARD shall also pay the costs for professional educational journals to which the ASSISTANT PRINCIPAL subscribes.

14. **PROFESSIONAL ACTIVITIES** - The ASSISTANT PRINCIPAL will be

encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the Superintendent and the BOARD, the costs of attendance will be paid by the BOARD.

15. **LICENSE** - The ASSISTANT PRINCIPAL will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as ASSISTANT PRINCIPAL in accordance with the laws of the State of Illinois and as directed by the BOARD.

16. **TUITION REIMBURSEMENT** - The BOARD will reimburse the ASSISTANT PRINCIPAL for the tuition costs and fees for coursework approved by the BOARD and related to the position's duties, to a credit hour maximum of \$500 per credit hour and an annual maximum of Seven Thousand Five Hundred Dollars (\$7,500.) For reimbursement to be made, such approval must be in writing from the Superintendent and obtained in advance of taking the course. The ASSISTANT PRINCIPAL agrees that by accepting such reimbursement he is agreeing not to seek other employment for a period of two (2) years following the receipt of the last tuition reimbursement he receives from the BOARD. If the ASSISTANT PRINCIPAL voluntarily resigns his employment for reasons other than disability, retires, or is terminated pursuant to Section 18 (D) or (E) below, prior to fulfilling his two-year commitment to remain employed by the BOARD, he will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding three (3) years, unless otherwise agreed to in writing signed by the Parties. The ASSISTANT PRINCIPAL hereby consents to satisfying any or all of such liability from any remaining compensation that may be due to him under this Agreement or otherwise. The ASSISTANT PRINCIPAL'S repayment obligation will be reduced by fifty percent (50%) if he fulfills one year of his two-year commitment, and the obligation will be eliminated upon fulfillment of the full two-year commitment. The repayment obligation will not attach if the BOARD elects not to renew the ASSISTANT PRINCIPAL'S contract or if this Contract is terminated by mutual agreement.

17. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ASSISTANT PRINCIPAL gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ASSISTANT PRINCIPAL'S sick leave has been exhausted, the compensation will be reinstated after the ASSISTANT PRINCIPAL has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ASSISTANT PRINCIPAL at any time after the ASSISTANT PRINCIPAL has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the ASSISTANT PRINCIPAL to return to his duties the BOARD may require the ASSISTANT PRINCIPAL to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ASSISTANT PRINCIPAL will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his/her report to the issue of whether the ASSISTANT PRINCIPAL has a continuing disability which prohibits him from performing his duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ASSISTANT PRINCIPAL which is prejudicial to the School District as determined by the BOARD, including, but not limited to, neglect of duty, inefficiency or incompetence, insubordination to the Board, or violation of the terms of this Agreement. Reasons for discharge for cause will be given in writing to the ASSISTANT PRINCIPAL, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the ASSISTANT PRINCIPAL chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ASSISTANT PRINCIPAL.
- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the ASSISTANT PRINCIPAL without pay pending completion of the requirements of this section. After the effective date of dismissal the ASSISTANT PRINCIPAL will not be entitled to further payments of compensation of any kind under this Agreement, except that the ASSISTANT PRINCIPAL will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

18. **EVALUATION** - The BOARD and ASSISTANT PRINCIPAL agree that there will be an annual evaluation of the ASSISTANT PRINCIPAL'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the Superintendent and given to the ASSISTANT PRINCIPAL by March 1.

In the event that the SUPERINTENDENT determines that the performance of the ASSISTANT PRINCIPAL is unsatisfactory in any respect, the SUPERINTENDENT will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the SUPERINTENDENT deems performance to be unsatisfactory. The ASSISTANT PRINCIPAL will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the ASSISTANT PRINCIPAL'S personnel file.

19. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold

harmless, and indemnify the ASSISTANT PRINCIPAL from any and all demands, claims, suits, actions and legal proceedings brought against the ASSISTANT PRINCIPAL in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ASSISTANT PRINCIPAL was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ASSISTANT PRINCIPAL against such demands, claims, suits, actions and legal proceedings.

20. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to: President
Board of Education
Lincolnshire-Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069

If to the ASSISTANT PRINCIPAL, to: Thomas Herion
1656 Blackburn Dr.
Mundelein, IL 60060

(or at the last address of the ASSISTANT PRINCIPAL contained in official Business Office records of the BOARD).

21. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ASSISTANT PRINCIPAL, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.

- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

ASSISTANT PRINCIPAL

BOARD OF EDUCATION OF
 LINCOLNSHIRE-PRAIRIE VIEW
 SCHOOL DISTRICT 103, LAKE
 COUNTY, ILLINOIS

By: _____
 Thomas Herion

By: _____
 President

ATTEST:

 Secretary



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: April 14, 2016
Re: Classified Salary Increases

I am recommending that the Board approve a 2.5% increase to the classified staff salaries for the 2016-2017 school year. This increase is in line with the 10-year CPI average of 1.9%.

Additionally, the Board requested a proposal for the classified staff to contribute to the health insurance premiums beginning in the 2016-2017 school year. I am recommending a tiered health insurance contribution be instituted. The District has several PPO plans – 350, 750, 1200, and 2500 where the district pays 100% of the single plan premiums. For the 2016-2017 school year, I am recommending that members that choose the 350 PPO single plan to contribute 5% of the premiums. Members who choose the 750, 1200, and 2500 plans would still have 100% of premiums paid by the district.



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: April 19, 2016
Re: Transfer from O&M Fund to Capital Projects Fund

The final step in transferring funds from the Working Cash Fund to the Capital Projects fund is to approve a resolution to transfer the \$4.4 million from the O&M Fund to the Capital Projects fund.

As a reminder, this is the working cash bonds proceeds that will be used to pay for a portion of the construction project.

**BOARD OF EDUCATION OF
LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT NO. 103,
LAKE COUNTY, ILLINOIS**

**RESOLUTION AUTHORIZING AND DIRECTING THE
PERMANENT TRANSFER OF MONEY FROM THE OPERATIONS
AND MAINTENANCE FUND TO THE CAPITAL PROJECTS FUND**

WHEREAS, the Board of Education of Lincolnshire-Prairie View School District No. 103, Lake County, Illinois, has previously pledged a certain sum of money that the District has transferred into the Operations and Maintenance Fund to be used for payment on a certain capital project;

WHEREAS, Section 100.50(d)(2) of the Illinois State Board of Education rules, 23 Ill.Admin.Code 100.50(d)(2), provides that when revenue is pledged to pay for a capital project, the pledged money shall be transferred into the Capital Projects Fund and the debt paid from that Fund; and

WHEREAS, Section 17-2A of the *School Code*, 105 ILCS 5/17-2A, provides a procedure for interfund transfers when the transferee fund is not specifically set forth in another *School Code* provision.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Lincolnshire-Prairie View School District No. 103, Lake County, as follows:

Section 1. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are true, correct, and complete and does hereby incorporate them into this Resolution by reference.

Section 2. The Board has conducted a public hearing to consider the transfer of money from the Operations and Maintenance Fund to the Capital Projects Fund, notice of the hearing was published in a newspaper of general circulation in the School District at least 7 days, and not more than 30 days, prior to the hearing and notice of the hearing was posted at the Board's principal office at least 48 hours before the hearing.

Section 3. The Board of Education hereby authorizes and directs that Four Million Four Hundred Two Thousand Two Hundred Three and Seventy-Six Hundredths Dollars (\$4,402,203.76), previously having been pledged for the payment of a capital project, be transferred from the District's Operations and Maintenance Fund to the Capital Projects Fund.

Section 4. The money transferred from the Operations and Maintenance Fund shall be used to pay for a capital project for which it was previously pledged and shall not be reimbursed to the Operations and Maintenance Fund.

Section 5. The School Treasurer for the District is hereby authorized and directed to forthwith permanently transfer Four Million Four Hundred Two Thousand Two Hundred Three and Seventy-Six Hundredths Dollars (\$4,402,203.76), from the Operations and Maintenance Fund to the Capital Projects Fund and to make any and all necessary entries on the School District's books and records to evidence the transfer of said pledged money.

Section 6. The Secretary of this Board is directed to cause a certified copy of this resolution to be served upon the School Treasurer.

Section 7. All resolutions or parts thereof in conflict with this Resolution are hereby repealed and this Resolution shall be in full force and effect upon its adoption.

ADOPTED this 19th day of April, 2016.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

**BOARD OF EDUCATION OF LINCOLNSHIRE-
PRAIRIE VIEW SCHOOL DISTRICT NO. 103
LAKE COUNTY, ILLINOIS**

By: _____
President, Board of Education

ATTEST:

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education (the “Board”) of Lincolnshire-Prairie View School District No. 103, Lake County, Illinois (the “District”), and that as such official I am the keeper of the records and files of the Board and the District.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 19th day of April, 2016, insofar as the same relates to the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING AND DIRECTING THE
PERMANENT TRANSFER OF MONEY FROM THE OPERATIONS AND
MAINTENANCE FUND TO THE CAPITAL PROJECTS FUND**

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 19th day of April, 2016.

Secretary, Board of Education



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: April 14, 2016
Re: Depke Juvenile Center

I am recommending that the Board approve payment to the Regional Office of Education for the Depke Juvenile Center in the amount of \$14,770.30.

Bills Payable List

Printed: 4/14/2016 4:28 PM
Lincolnshire-Prairie View SD #103

Vendor Name	P.O. Number	Description	Batch #	Amount	State Account Number
LAKE COUNTY REGIONAL OFFICE C		ORPHANAGE TUITION	41	14,770.30	10-3999
				<u>\$14,770.30</u>	
			Report Total	<u><u>\$14,770.30</u></u>	

MEMORANDUM

To: Roycealee Wood, Regional Superintendent of Schools
District 125 Representative
District 103 Representative

From: Mary Stevens, Nineteenth Judicial Circuit

Date: March 22, 2016

Re: INTERGOVERNMENTAL AGREEMENT FOR
EDUCATIONAL SERVICES

It was recently brought to my attention that it is past time to exercise the renewal of the Joint Agreement for Provision of Educational Services at the Robert W. Depke Juvenile Justice Center between the Lake County Regional Superintendent of Schools, the County of Lake, the Chief Judge of the Nineteenth Judicial Circuit, Adlai E. Stevenson High School District #125 and Lincolnshire-Prairie View District #103. This Agreement can be renewed for three additional one-year periods.

Please return this form to me ASAP to exercise the first renewal for the July 1, 2015 through June 30, 2016 period. I will send out the renewal for July 1, 2016 through June 30, 2017 sometime in May, 2016. Thank you for your attention to this matter.

_____ I would like to renew the Joint Agreement for the Provision of Educational Services at the same terms and conditions for an additional year. **OR**

_____ I would like to amend this Agreement to address the following issues (please specify).

Contact Name

Phone Number

Contact Signature

**JOINT AGREEMENT FOR THE PROVISION OF EDUCATIONAL SERVICES
AT THE ROBERT W. DEPKE JUVENILE JUSTICE CENTER**

WHEREAS THIS AGREEMENT is between the Lake County Regional Superintendent of Schools, Roycealee J. Wood, (hereinafter "Regional Superintendent") the County of Lake (hereinafter "County"), the Chief Judge of the Nineteenth Judicial Circuit, Fred Foreman, (hereinafter "Chief Judge"), Adlai E. Stevenson High School District #125 and Lincolnshire-Prairie View District #103 (hereinafter "School Districts") in the exercise of their powers under the laws of the State of Illinois, including but not limited to pertinent provisions of the Illinois School Code, 5/10-22.31a, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, including 5 ILCS 220/9 and Article VII, Section 10 of the Illinois Constitution, and

WHEREAS, the purpose of this Agreement is to insure that an educational program is provided for residents at the Lake County Hulse Juvenile Detention Center (hereinafter "Center") which is located within the boundaries of the School Districts; and

WHEREAS, Sections 10-20.12 and 14-4.01 of the School Code (105 ILCS 5/10-20.12 and 5/14-4.01) create a duty on the part of the School Districts to provide educational services for all school age children residing in the Center; and,

WHEREAS, pursuant to 105 ILCS 5/14-7.03 and 55 ILCS 75/2.1, the Regional Superintendent also is empowered to operate educational programs for residents of the Center; and

WHEREAS, the Chief Judge pursuant to 55 ILCS 75/3 is responsible for the administration of the Center; and

WHEREAS, the Boards of Education of the School Districts agree that the Regional Superintendent and the County will, in cooperation with the Chief Judge and the School Districts, operate the educational program at the Center; and

WHEREAS, the parties hereto have determined that it is in the best interests of the residents of the Center to enter into this Agreement to provide educational services.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION ONE: REGIONAL SUPERINTENDENT RESPONSIBILITIES

The Regional Superintendent shall:

- 1.1 Make recommendations to the Chief Judge and the County as to the educational budget at the Center.
- 1.2 Assist the Chief Judge in developing criteria for the hiring, firing and discipline of teachers at the Center.
- 1.3 Review evaluations of teachers at the Center in regard to their instructional performance when requested by the Chief Judge.
- 1.4 Act as the "fiscal and legal agent" pursuant to 105 ILCS 5/14-7.03 and 105 ILCS 5/10-22.31 of the other parties to this Agreement in matters pertaining to the finance and operations of the educational program at the Center.
- 1.5 Provide ongoing assistance and consultation in the areas of in-service training opportunities, curriculum support and instruction, designing educational

programs, selection of educational materials, and administrative matters pertaining to the educational program of the Center.

SECTION TWO: CHIEF JUDGE

The Chief Judge shall:

- 2.1 Jointly with the County create an annual budget for the educational requirements of the students at the Center.
- 2.2 Employ all teachers for the Center and have ultimate and sole responsibility for the hiring, firing, discipline and daily supervision of the teachers employed at the center, including, but not limited to, the scheduling of their work hours.
- 2.3 Receive and consider the recommendations of the Regional Superintendent and the County as to the hiring, firing and discipline of the teachers.
- 2.4 Prepare performance evaluations of each teacher's performance per County and Court guidelines.

SECTION THREE: SCHOOL DISTRICTS

The School Districts shall:

- 3.1 Through their respective Superintendents, provide technical assistance to the Regional Superintendent in response to any requests to review the evaluation of teachers at the Center; however, full responsibility for teacher evaluations shall rest ultimately with the Chief Judge.
- 3.2 File appropriate claims for reimbursement of the educational costs in accordance with the Illinois State Board of Education Rules and Regulations with all

reimbursement funds to be paid promptly to the Regional Superintendent upon receipt by the School Districts.

- 3.3 Provide ongoing assistance and consultation in the areas of in-service training opportunities, curriculum support and instruction, designing educational programs, selection of educational materials, and administrative matters pertaining to the educational program of the Center.
- 3.4 Collect unneeded books, materials or supplies from schools within the Districts and distribute them to the Center at no charge.
- 3.5 Review and provide input on the educational services budget for which final approval rests with the Chief Judge and the County.
- 3.6 Provide specialized educational and/or counseling services, such as speech therapy, to students in the Center at the request of the Regional Superintendent if such services are available to the District. Such services shall be billed to the County based on an hourly pro rata share of the District's cost.

SECTION FOUR: COUNTY

The County shall:

- 4.1 Provide to the Chief Judge general support relative to hiring, firing and discipline of the teachers at the Center.
- 4.2 Work jointly with the Chief Judge to create an annual budget for the educational requirements of the students at the Center, and have final and sole approval authority over said budget.

SECTION FIVE: TERM OF AGREEMENT

- 5.1 The term of this Agreement shall be for a period of two (2) years, commencing on July 1, 2013, and continuing thereafter until June 30, 2015. By mutual agreement, the parties may renew this agreement for three (3) additional one (1) year periods. For any year beyond the initial year, this agreement is contingent upon respective funding decisions by the Illinois State Board of Education and Lake County.
- 5.2 Each party reserves the right to terminate this Agreement at any time and for any, or no, reason upon ninety days advance written notice to the other party.

SECTION SIX: EFFECTIVE DATE

- 6.1 This Agreement shall commence in full force and effect upon approval by all of the parties hereto in the manner provided by law and upon proper execution hereof or the commencement date of this Agreement stated in paragraph 5.1, whichever is later.

SECTION SEVEN: BINDING EFFECT

- 7.1 This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they, too, were parties to this Agreement.
- 7.2 None of the parties shall have the right, however, to assign this Agreement without the prior written consent of the other parties.
- 7.3 This Agreement may be amended at any time by agreement of all parties hereto or their duly appointed representatives.

SECTION EIGHT: SEVERABILITY OF PROVISIONS

- 8.1 The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
- 8.2 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right hereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 8.3 The waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein.

SECTION NINE: NOTICES

- 9.1 All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other party's legal representatives at the following addresses: Chief Judge of the Nineteenth Judicial Circuit, 18 N. County Street, Waukegan, IL 60085; Lake County Regional Superintendent of Schools, c/o Roycelee J. Wood, 800 Lancer Lane, Suite E-128, Grayslake, IL 60030; County of Lake, c/o Lake County

Administrator, 18 N. County Street, Waukegan, IL 60085; School District #125,
c/o Dr. Eric Twadell, Two Stevenson Drive, Lincolnshire, IL 60060; School
District #103, c/o Dr. Scott Warren, 1370 Riverwoods Road, Lincolnshire, IL
60069.

SECTION TEN: GOVERNING LAW

10.1 This Agreement shall be governed, interpreted and construed according to the
laws of the State of Illinois.

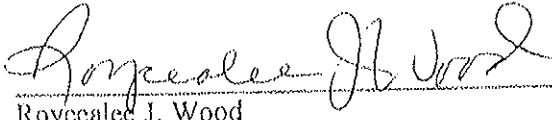
SECTION ELEVEN: EXECUTION OF COUNTERPARTS

11.1 This Agreement may be executed in multiple counterparts or duplicate originals,
each of which shall constitute and be deemed as one and the same document.

SECTION TWELVE: AMENDMENT

- 12.1 Except as is specified herein, this Agreement contains the entire agreement of the
parties and shall supersede any prior written or oral agreements or understanding.
This Agreement may only be altered, modified or amended upon the written
consent and agreement of all parties hereto duly adopted as required by law.
- 12.2 This Section shall not be interpreted to preclude or limit, however, the amendment
or modification of regulations, procedures or policies established by each
representative party hereto.

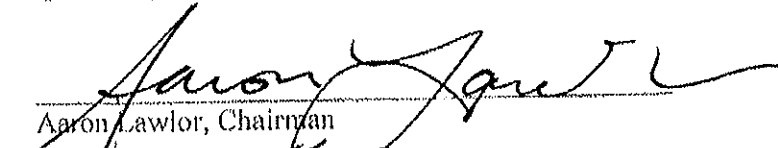
LAKE COUNTY REGIONAL SUPERINTENDENT



Roycealee J. Wood
Lake County Regional Superintendent of Schools

Dated: 4-2-13

LAKE COUNTY BOARD



Aaron Lawlor, Chairman

Dated: 5-31-13


CHIEF JUDGE OF THE NINETEENTH JUDICIAL CIRCUIT




Fred Foreman
Chief Judge

Dated: 4-1-13

ADLAI B. STEVENSON HIGH SCHOOL DISTRICT #125

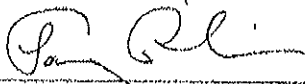


By: President, Board of Education

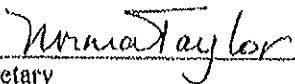
Attest: 
Secretary

Dated: 5/20/13

LINCOLNSHIRE-PRAIRIE VIEW DISTRICT #103



By: President, Board of Education
Vice

Attest: 
Secretary

Dated: 4/23/2013



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: April 19, 2016
Re: Preliminary FY 2016 Budget

The fiscal year 2017 preliminary budget will be presented at the board meeting.



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: April 19, 2016
Re: Business Office Update

March 2016 Financial Reports

March 2016 revenues totaled \$201,566.48, bringing fiscal year-to-date revenues to \$15,780,496.70 or 50.5% of budget. This is normal in the flow of revenues. This time last year we were at 49.7% of budget. We have received 90% of State revenues up to this point.

March expenditures totaled \$2,706,997.07, bringing year-to-date expenditures to \$22,734,321.86 or 74.1% of budget. At 75% of the way through the fiscal year, salaries and benefits (79% of our budget) are 72.8% spent. Salaries are at 73% spent. This time last year, we were at 72.1% spent, so we are tracking very closely with last year, but slightly faster.

March fund balances decreased \$2.5 million to \$20.5 million.

March 2016 Investment Reports

The weighted yield increased to 1.518%. This is due to some low-interest maturities that occurred. We also placed a 5-year CD that will generate about \$4,000 per year.

Final Health Insurance Renewal

The final renewal for the health insurance premiums is 2.3%, which is the same as the preliminary renewal.

Contract with Gilbane

Attached is the contract with Gilbane. This was supposed to go to you last month and it fell off my radar. This contract was negotiated over several months (it is quite a long contract) and, due to several technical legal terms, was finally negotiated with John Fester, our district attorney. This is a good contract that protects the district. One note John asked me to point out 2.1.1 in the A201 is the approval process for change orders. This is intended to not slow down the project due to waiting for board approval for every little thing. This language is less important at this point due to the delay in the project, however it is still good to have so that nothing gets delayed later. There are actually two contracts, the A201 and the A134.

Revenue Report

3/31/2016

% of Fiscal Year Completed 75.0%

	MTD March	YTD Actual	Fiscal Year 2015 Adopted Budget	Budget Balance	% Budget Received
Education Fund					
Local Revenue	89,092.06	12,175,577.87	24,677,900	12,502,322.13	49.3%
State Revenue	75,658.44	494,342.78	624,400	130,057.22	79.2%
Federal Revenue	1,466.00	44,225.77	316,000	271,774.23	14.0%
Subtotal Education Fund	166,216.50	12,714,146.42	25,618,300	12,904,153.58	49.6%
Total Education Fund	166,216.50	12,714,146.42	25,618,300	12,904,153.58	49.6%
Operations & Maintenance Fund					
Local Revenue	1,384.20	1,127,070.03	2,290,600	1,163,529.97	49.2%
State Revenue	32,223.10	257,791.22	320,000	62,208.78	80.6%
Subtotal O & M Fund	33,607.30	1,384,861.25	2,610,600	1,225,738.75	53.0%
Transfers	4,402,203.76	4,402,203.76	-	(4,402,203.76)	No Bud
Total O&M Fund	4,435,811.06	5,787,065.01	2,610,600	(3,176,465.01)	221.7%
Debt Service Fund					
Local Revenue	-	162,373.50	328,100	165,726.50	49.5%
Subtotal Debt Service Fund	-	162,373.50	328,100	165,726.50	49.5%
Transfers	-	-	533,425	533,425.00	0.0%
Total Debt Service Fund	-	162,373.50	861,525	699,151.50	18.8%
Transportation Fund					
Local Revenue	1,465.61	631,720.44	1,416,800	785,079.56	44.6%
State Revenue	-	361,596.36	292,000	(69,596.36)	123.8%
Subtotal Transportation Fund	1,465.61	993,316.80	1,708,800	715,483.20	58.1%
Total Transportation Fund	1,465.61	993,316.80	1,708,800	715,483.20	58.1%
Retirement Fund					
Local Revenue	124.32	523,813.96	1,002,100	478,286.04	52.3%
Subtotal Retirement Fund	124.32	523,813.96	1,002,100	478,286.04	52.3%
Total Retirement Fund	124.32	523,813.96	1,002,100	478,286.04	52.3%
Capital Projects Fund					
Local Revenue	-	-	-	-	0.0%
Subtotal Cap. Projects Fund	-	-	-	-	0.0%
Transfers	-	-	-	-	No Bud
Total Cap. Projects Fund	-	-	-	-	0.0%
Working Cash Fund					
Local Revenue	152.75	1,984.77	100	(1,884.77)	No Bud
Subtotal Working Cash Fund	152.75	1,984.77	100	(1,884.77)	No Bud
Other Sources	-	4,401,205.70	-	(4,401,205.70)	No Bud
Total Working Cash Fund	152.75	4,403,190.47	100.00	(1,884.77)	No Bud
All Funds					
Local Revenue	92,218.94	14,622,540.57	29,715,600	15,093,059.43	49.2%
State Revenue	107,881.54	1,113,730.36	1,236,400	122,669.64	90.1%
Federal Revenue	1,466.00	44,225.77	316,000	271,774.23	14.0%
Subtotal All Funds	201,566.48	15,780,496.70	31,268,000	15,487,503.30	50.5%
"On Behalf"/Transfers	4,402,203.76	8,803,409.46	533,425.00	(8,269,984.46)	1650.4%
Total All Funds	4,603,770.24	24,583,906.16	31,801,425	7,217,518.84	77.3%

Expenditure Report

% of Fiscal Year Complete: **75.0%**

3/31/2016

	MTD March	YTD Actual	Fiscal Year 2015 Adopted Budget	Budget Balance	% Budget Expensed
Education Fund					
Salaries	1,382,156.36	12,469,612.54	17,082,020.00	4,612,407.46	73.0%
Benefits	239,811.23	2,744,856.84	3,770,090.00	1,025,233.16	72.8%
Purchased Services	319,517.77	1,411,750.16	1,974,800.00	563,049.84	71.5%
Supplies	73,910.25	739,691.22	1,161,840.00	422,148.78	63.7%
Capital Outlay	-	42,995.70	53,000.00	10,004.30	81.1%
Other	130,108.19	563,881.22	852,950.00	289,068.78	66.1%
Non-Capitalized Equipment	1,450.00	58,636.43	19,000.00	(39,636.43)	308.6%
Termination Benefits	-	-	-	-	No Bud
Subtotal Education Fund	2,146,953.80	18,031,424.11	24,913,700.00	6,882,275.89	72.4%
Transfers	-	-	306,000.00	306,000.00	0.0%
Total Education Fund	2,146,953.80	18,031,424.11	25,219,700.00	7,188,275.89	71.5%
Operations and Maintenance Fund					
Salaries	65,147.36	626,106.42	871,100.00	244,993.58	71.9%
Benefits	15,005.81	135,311.80	166,060.00	30,748.20	81.5%
Purchased Services	80,992.81	304,393.15	245,700.00	(58,693.15)	123.9%
Supplies	13,424.89	95,124.32	144,000.00	48,875.68	66.1%
Capital Outlay	(69,800.55)	286,087.88	500,000.00	213,912.12	57.2%
Other	1,135.00	1,305.00	500.00	(805.00)	261.0%
Non-Capitalized Equipment	-	3,828.37	3,500.00	(328.37)	109.4%
Subtotal O&M Fund	104,770.32	1,452,156.94	1,930,360.00	478,203.06	75.2%
Transfers	-	-	227,425.00	227,425.00	0.0%
Total O&M Fund	104,770.32	1,452,156.94	2,157,785.00	705,628.06	67.3%
Debt Service Fund					
Purchased Services	-	1,041.65	1,400.00	358.35	74.4%
Other	27,856.25	810,006.42	863,625.00	53,618.58	93.8%
Subtotal Debt Service Fund	27,856.25	811,048.07	865,025.00	53,976.93	93.8%
Transfers	-	-	-	-	No Bud
Total Debt Service Fund	27,856.25	811,048.07	865,025.00	53,976.93	93.8%
Transportation Fund					
Salaries	85,655.10	716,624.21	977,800.00	261,175.79	73.3%
Benefits	28,165.15	254,216.90	339,780.00	85,563.10	74.8%
Purchased Services	12,678.56	379,549.48	384,156.00	4,606.52	98.8%
Supplies	9,249.46	64,227.55	150,000.00	85,772.45	42.8%
Other	-	2,061.00	700.00	(1,361.00)	294.4%
Non-Capitalized Equipment	324.00	5,173.02	5,000.00	(173.02)	103.5%
Subtotal Trans. Fund	136,072.27	1,421,852.16	1,857,436.00	435,583.84	76.5%
Transfers	-	-	-	-	No Bud
Total Trans. Fund	136,072.27	1,421,852.16	1,857,436.00	435,583.84	76.5%
Retirement Fund					
Benefits	89,027.51	772,525.26	1,123,100.00	350,574.74	68.8%
Subtotal Retirement Fund	89,027.51	772,525.26	1,123,100.00	350,574.74	68.8%
Total Retirement Fund	89,027.51	772,525.26	1,123,100.00	350,574.74	68.8%
Capital Projects Fund					
Capital Outlay	201,181.92	245,315.32	-	(245,315.32)	No Bud
Subtotal Cap. Projects Fund	201,181.92	245,315.32	-	(245,315.32)	No Bud
Total Cap. Projects Fund	201,181.92	245,315.32	-	(245,315.32)	No Bud
All Funds					
Salaries	1,532,958.82	13,812,343.17	18,930,920.00	5,118,576.83	73.0%
Benefits	372,009.70	3,906,910.80	5,399,030.00	1,492,119.20	72.4%
Purchased Services	413,189.14	2,096,734.44	2,606,056.00	509,321.56	80.5%
Supplies	96,584.60	899,043.09	1,455,840.00	556,796.91	61.8%
Capital Outlay	131,381.37	574,398.90	553,000.00	(21,398.90)	103.9%
Other	159,099.44	1,377,253.64	1,717,775.00	340,521.36	80.2%
Non-Capitalized Equipment	1,774.00	67,637.82	27,500.00	(40,137.82)	246.0%
Termination Benefits	-	-	-	-	No Bud
Subtotal All Funds	2,706,997.07	22,734,321.86	30,690,121.00	7,955,799.14	74.1%
Transfers	4,402,203.76	4,402,203.76	533,425.00	(3,868,778.76)	825.3%
Total All Funds	7,109,200.83	27,136,525.62	31,223,546.00	4,087,020.38	86.9%

LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103
SUMMARY STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ALL FUNDS
MONTH ENDED MARCH 31, 2016

	10 Education	20 Oper. & Maint.	30 Debt Services	40 Transportation	50 IMRF/SS	60 Capital Projects	70 Working Cash	10+20+40+50+70 Total Operating	Total All Funds
REVENUES									
Local Sources	89,092.06	1,384.20	-	1,465.61	124.32	-	152.75	92,218.94	92,218.94
State Sources	75,658.44	32,223.10	-	-	-	-	-	107,881.54	107,881.54
Federal Sources	1,466.00	-	-	-	-	-	-	1,466.00	1,466.00
Total Revenues	166,216.50	33,607.30	-	1,465.61	124.32	-	152.75	201,566.48	201,566.48
EXPENDITURES									
Salaries	1,382,156.36	65,147.36	-	85,655.10	-	-	-	1,532,958.82	1,532,958.82
Benefits	239,811.23	15,005.81	-	28,165.15	89,027.51	-	-	372,009.70	372,009.70
Purchased Services	319,517.77	80,992.81	-	12,678.56	-	-	-	413,189.14	413,189.14
Supplies	73,910.25	13,424.89	-	9,249.46	-	-	-	96,584.60	96,584.60
Capital Outlay	-	(69,800.55)	-	-	-	201,181.92	-	(69,800.55)	131,381.37
Other	130,108.19	1,135.00	27,856.25	-	-	-	-	131,243.19	159,099.44
Net-Capitalized Equip.	1,450.00	-	-	324.00	-	-	-	1,774.00	1,774.00
Termination Benefits	-	-	-	-	-	-	-	-	-
Total Expenditures	2,146,953.80	105,905.32	27,856.25	136,072.27	89,027.51	201,181.92	-	2,477,958.90	2,706,997.07
Excess (deficiency) of revenues over expenditures	(1,980,737.30)	(72,298.02)	(27,856.25)	(134,606.66)	(88,903.19)	(201,181.92)	152.75	(2,276,392.42)	(2,505,430.59)
OTHER FINANCING SOURCES (USES)									
Transfers	-	4,402,203.76	-	-	-	-	(4,402,203.76)	-	-
Other Sources	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	4,402,203.76	-	-	-	-	(4,402,203.76)	-	-
Net changes in fund balances	(1,980,737.30)	4,329,905.74	(27,856.25)	(134,606.66)	(88,903.19)	(201,181.92)	(4,402,051.01)	(2,276,392.42)	(2,505,430.59)
Fund Balance: 02/29/2016	14,982,248.14	2,080,015.76	(394,526.50)	1,136,422.33	409,529.09	(44,133.40)	4,923,371.99	23,531,587.31	23,092,927.41
Fund Balance: 03/31/2016	\$ 13,001,510.84	\$ 6,409,921.50	\$ (422,382.75)	\$ 1,001,815.67	\$ 320,625.90	\$ (245,315.32)	\$ 521,320.98	\$ 21,255,194.89	\$ 20,587,496.82

LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103
DETAILED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ALL FUNDS
MONTH ENDED MARCH 31, 2016

	10	20	30	40	50	60	70	10+20+40+50+70	Total All Funds
	Education	Oper. & Maint.	Debt Services	Transportation	IMRF/SS	Capital Projects	Working Cash	Total Operating	
Professional Development	15,051.32	1,437.76	-	-	-	-	-	16,489.08	16,489.08
Consultation/Workshops	206,956.16	-	-	-	-	-	-	206,956.16	206,956.16
Data Processing	847.93	-	-	-	-	-	-	847.93	847.93
Auditing Services	-	-	-	-	-	-	-	-	-
Legal Services	16,671.19	-	-	-	-	-	-	16,671.19	16,671.19
Other Professional Services	727.00	2,427.74	-	3,543.50	-	-	-	6,698.24	6,698.24
Sanitation Services	1,276.33	-	-	-	-	-	-	1,276.33	1,276.33
Snow Removal	-	2,968.00	-	-	-	-	-	2,968.00	2,968.00
Rentals	7,273.47	4,250.00	-	-	-	-	-	11,523.47	11,523.47
Property Upkeep Services	-	69,686.77	-	714.05	-	-	-	70,400.82	70,400.82
Pupil Transportation Services	-	-	-	7,475.55	-	-	-	7,475.55	7,475.55
Travel	4,399.55	-	-	-	-	-	-	4,399.55	4,399.55
Student-Paid Trips	-	-	-	-	-	-	-	-	-
Telephone	19,451.98	222.54	-	40.46	-	-	-	19,714.98	19,714.98
Postage	512.62	-	-	-	-	-	-	512.62	512.62
Printing Services	1,584.02	-	-	-	-	-	-	1,584.02	1,584.02
Water/Sewer Services	2,106.45	-	-	-	-	-	-	2,106.45	2,106.45
Other Insurance	359.60	-	-	-	-	-	-	359.60	359.60
Other Purchased Services	36,048.23	-	-	905.00	-	-	-	36,953.23	36,953.23
Service Agreements	6,251.92	-	-	-	-	-	-	6,251.92	6,251.92
Total Purchased Services	319,517.77	80,992.81	-	12,678.56	-	-	-	413,189.14	413,189.14
Supplies									
General Supplies	26,101.65	12,998.39	-	25.91	-	-	-	39,125.95	39,125.95
Art Supplies	2,622.09	-	-	-	-	-	-	2,622.09	2,622.09
Paper Supplies	2,478.16	-	-	-	-	-	-	2,478.16	2,478.16
Spanish Supplies	-	-	-	-	-	-	-	-	-
Student-Paid Supplies	1,748.51	-	-	-	-	-	-	1,748.51	1,748.51
Science Supplies	207.85	-	-	-	-	-	-	207.85	207.85
Social Studies Supplies	-	-	-	-	-	-	-	-	-
English Language Arts Supplies	895.69	-	-	-	-	-	-	895.69	895.69
Math Supplies	-	-	-	-	-	-	-	-	-
Supplies - Other	1,974.61	-	-	-	-	-	-	1,974.61	1,974.61
Textbooks	5,672.48	-	-	-	-	-	-	5,672.48	5,672.48
Library Books	4,238.33	-	-	-	-	-	-	4,238.33	4,238.33
Periodicals	108.80	-	-	-	-	-	-	108.80	108.80
Fuel	-	426.50	-	8,969.35	-	-	-	9,395.85	9,395.85
Natural Gas	9,512.77	-	-	-	-	-	-	9,512.77	9,512.77
Electricity	16,529.87	-	-	-	-	-	-	16,529.87	16,529.87
Other Supplies	1,819.44	-	-	254.20	-	-	-	2,073.64	2,073.64
Total Supplies	73,910.25	13,424.89	-	9,249.46	-	-	-	96,584.60	96,584.60
Capital Outlay									
Capital Outlay	-	(69,800.55)	-	-	-	-	-	(69,800.55)	(69,800.55)

1021

LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103
DETAILED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ALL FUNDS
MONTH ENDED MARCH 31, 2016

	10	20	30	40	50	60	70	10+20+40+50+70	Total All Funds
	Education	Oper. & Maint.	Debt Services	Transportation	IMRF/SS	Capital Projects	Working Cash	Total Operating	
Building Improvements	-	-	-	-	-	201,181.92	-	-	201,181.92
Site Improvements	-	-	-	-	-	-	-	-	-
Total Capital Outlay	-	(69,800.55)	-	-	-	201,181.92	-	(69,800.55)	131,381.37
Other									
Principal	-	-	-	-	-	-	-	-	-
Interest	-	-	27,856.25	-	-	-	-	-	27,856.25
Dues and Fees	1,162.00	1,135.00	-	-	-	-	-	2,297.00	2,297.00
Tuition	66,939.19	-	-	-	-	-	-	66,939.19	66,939.19
Miscellaneous Objects	62,007.00	-	-	-	-	-	-	62,007.00	62,007.00
Total Other	130,108.19	1,135.00	27,856.25	-	-	-	-	131,243.19	159,099.44
Total Non-Capitalized Equipment	1,450.00	-	-	324.00	-	-	-	1,774.00	1,774.00
Total Termination Benefits	-	-	-	-	-	-	-	-	-
Total Expenditures	2,146,953.80	105,905.32	27,856.25	136,072.27	89,027.51	201,181.92	-	2,477,958.90	2,706,997.07
Excess (deficiency) of revenues over expenditures	(1,980,737.30)	(72,298.02)	(27,856.25)	(134,606.66)	(88,903.19)	(201,181.92)	152.75	(2,276,392.42)	(2,505,430.59)
OTHER FINANCING SOURCES (USES)									
Transfers	-	4,402,203.76	-	-	-	-	(4,402,203.76)	-	-
Other Sources	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	4,402,203.76	-	-	-	-	(4,402,203.76)	-	-
Net changes in fund balances	(1,980,737.30)	4,329,905.74	(27,856.25)	(134,606.66)	(88,903.19)	(201,181.92)	(4,402,051.01)	(2,276,392.42)	(2,505,430.59)
Fund Balance: 02/29/2016	14,982,248.14	2,080,015.76	(394,526.50)	1,136,422.33	409,529.09	(44,133.40)	4,923,371.99	23,531,587.31	23,092,927.41
Fund Balance: 03/31/2016	\$ 13,001,510.84	\$ 6,409,921.50	\$ (422,382.75)	\$ 1,001,815.67	\$ 320,625.90	\$ (245,315.32)	\$ 521,320.98	\$ 21,255,194.89	\$ 20,587,496.82

LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103
 STATEMENT OF FINANCIAL POSITION
 ALL FUNDS
 MARCH 31, 2016

	10 Education	20 Oper. & Maint.	30 Debt Services	40 Transportation	50 IMRF/SS	60 Capital Projects	70 Working Cash	Total Operating	Total All Funds
ASSETS									
US Bank - AP	1,697,461.57	721.14	(422,382.75)	317.87	704.81	(245,315.32)	-	1,699,205.39	1,031,507.32
US Bank - Payroll	11,649.37	882.41	-	56.86	-	-	-	12,588.64	12,588.64
US Bank - RevTrak	50,174.38	-	-	-	-	-	-	50,174.38	50,174.38
PMA - LIQ	9.95	-	-	-	-	-	-	9.95	9.95
PMA - MAX	646,941.90	50,341.73	-	28,435.26	23,792.26	-	-	749,511.15	749,511.15
PMA - Fixed Rate Investments	9,449,978.40	1,955,007.14	-	972,579.21	296,128.83	-	521,320.98	13,195,014.56	13,195,014.56
IIIT	19,375.34	-	-	-	-	-	-	19,375.34	19,375.34
Bank Financial	89,234.17	-	-	-	-	-	-	89,234.17	89,234.17
Fifth Third Securities	994,720.53	-	-	-	-	-	-	994,720.53	994,720.53
PMA Bonds	-	4,402,969.08	-	-	-	-	-	4,402,969.08	4,402,969.08
Imprest Fund	34,420.59	-	-	-	-	-	-	34,420.59	34,420.59
Petty Cash	500.00	-	-	-	-	-	-	500.00	500.00
TOTAL ASSETS	12,994,466.20	6,409,921.50	(422,382.75)	1,001,389.20	320,625.90	(245,315.32)	521,320.98	21,247,723.78	20,580,025.71
LIABILITIES & FUND BALANCE									
LIABILITIES									
Accounts Payable	(60.69)	-	-	-	-	-	-	(60.69)	(60.69)
Dental Insurance Payable	(874.59)	-	-	-	-	-	-	(874.59)	(874.59)
Flex Spending Account Payable	(4,901.60)	-	-	-	-	-	-	(4,901.60)	(4,901.60)
Tech Program Receivable	(1,207.76)	-	-	(426.47)	-	-	-	(1,634.23)	(1,634.23)
Total Liabilities	(7,044.64)	-	-	(426.47)	-	-	-	(7,471.11)	(7,471.11)
FUND BALANCE									
Fund Balance	13,001,510.84	6,409,921.50	(422,382.75)	1,001,815.67	320,625.90	(245,315.32)	521,320.98	21,255,194.89	20,587,496.82
Total Fund Balance	13,001,510.84	6,409,921.50	(422,382.75)	1,001,815.67	320,625.90	(245,315.32)	521,320.98	21,255,194.89	20,587,496.82
TOTAL LIABILITIES & FUND BALANCE	12,994,466.20	6,409,921.50	(422,382.75)	1,001,389.20	320,625.90	(245,315.32)	521,320.98	21,247,723.78	20,580,025.71

203

LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103
TREASURER'S REPORT
ALL FUNDS
MARCH 31, 2016

CASH BALANCE PER BOOKS

Educational Fund	12,994,466.20
Operations and Maintenance	6,409,921.50
Debt Service Fund	(422,382.75)
Transportation Fund	1,001,389.20
Retirement Fund	320,625.90
Capital Projects Fund	(245,315.32)
Working Cash Fund	<u>521,320.98</u>
TOTALS:	<u>\$ 20,580,025.71</u>

BANK BALANCES & INVESTMENTS

US Bank - AP	
Statement Balance	1,040,622.61
Less: Outstanding Checks	<u>9,115.29</u>
	\$ 1,031,507.32
US Bank - Payroll	
Statement Balance	21,402.98
Less: Outstanding Checks	<u>8,814.34</u>
	\$ 12,588.64
US Bank - Other	
RevTrak Account Balance	\$ 50,174.38
Imprest	35,560.59
Petty Cash	500.00
Less: Outstanding Imprest Checks	<u>1,140.00</u>
	85,094.97
PMA Financial Network	
ISDLAF - LIQ	9.95
ISDLAF - MAX	749,511.15
Fixed Rate Investments	13,195,014.56
Bonds	<u>4,402,969.08</u>
	\$ 18,347,504.74
Other	
Illinois Inst Investors Trust - CMF	19,375.34
Bank Financial - Money Market	89,234.17
Fifth Third Securities	<u>\$ 994,720.53</u>

TOTALS: \$ 20,580,025.71

Certified by:



Dan Stanley, Treasurer

Student Activity Report

Printed: 04/07/2016 2:56:20PM

Lincolnshire-Prairie View - Activity Accounting

Academic Clubs 1							
Account Number	Description	Balance Forward	Cash In (Receipts)	Cash Out (Payments)	Adjustments	Balance	
Academic Clubs							
25	DW - Minecraft Lab	0.00	0.00	0.00	0.00	0.00	
30	DW - NJHS	1,954.73	0.16	0.00	0.00	1,954.89	
35	DW - Scholarship	591.88	0.05	0.00	0.00	591.93	
40	DW - Student Council	4,312.93	0.36	(33.28)	0.00	4,280.01	
45	DW - Toys for Tots	0.00	0.00	0.00	0.00	0.00	
50	DW - Wright Track Club	0.05	0.00	0.00	0.00	0.05	
55	DW - Yearbook	32,046.44	2.68	0.00	0.00	32,049.12	
65	HD - Student Council	7,019.43	607.59	(4,118.70)	0.00	3,508.32	
70	HD - Yearbook	27,987.50	22.34	0.00	0.00	28,009.84	
85	SP - Yearbook	6,620.04	80.55	0.00	0.00	6,700.59	
1	Academic Clubs	80,533.00	713.73	(4,151.98)	0.00	77,094.75	Activity Group
Miscellaneous							
10	Bank Interest	161.75	0.01	0.00	0.00	161.76	
15	District Convenience	124.68	0.01	0.00	0.00	124.69	
20	DW - Convenience	1,043.46	0.09	0.00	0.00	1,043.55	
60	HD - Convenience	671.11	0.06	0.00	0.00	671.17	
75	NEIASBO	28,506.09	27.39	0.00	0.00	28,533.48	
200	SP - Convenience	923.25	0.08	(343.20)	0.00	580.13	
9	Miscellaneous	31,430.34	27.64	(343.20)	0.00	31,114.78	Activity Group
Report Total:		111,963.34	741.37	(4,495.18)	0.00	108,209.53	

505

LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103
INVESTMENT PORTFOLIO
MARCH 31, 2016

Investment Type	Settle Date	Maturity Date	# of Days	Institution	Cost	Rate
Money Market	3/31/2016	3/31/2016		ISDLAF+ LIQ Account	\$9.95	0.010%
Money Market	3/31/2016	3/31/2016		Illinois Portfolio, IIIT Class	\$19,375.34	0.020%
Money Market	3/31/2016	3/31/2016		ISDLAF+ MAX Account	\$749,511.15	0.040%
Money Market	3/31/2016	3/31/2016		Bank Financial Public Funds	\$89,234.17	0.200%
Money Market	3/31/2016	3/31/2016		Savings Deposit Account	\$990,172.53	0.090%
Certificate of Deposit	6/11/2015	4/12/2016	306	ENERBANK USA	\$249,200.00	0.300%
Certificate of Deposit	6/11/2015	4/12/2016	306	AFFILIATED BANK	\$99,200.00	0.301%
Certificate of Deposit	6/12/2015	4/12/2016	305	BANCO POPULAR NORTH AMERICA	\$84,000.00	0.230%
Certificate of Deposit	6/12/2015	4/12/2016	305	BANCO POPULAR NORTH AMERICA	\$83,000.00	0.230%
Certificate of Deposit	6/12/2015	4/12/2016	305	BANCO POPULAR NORTH AMERICA	\$82,000.00	0.230%
Certificate of Deposit	6/29/2015	4/12/2016	288	ADIRONDACK BANK	\$249,400.00	0.255%
Certificate of Deposit	6/29/2015	4/12/2016	288	TALMER BANK AND TRUST	\$249,500.00	0.248%
Security	12/11/2015	4/8/2016	119	Federal Home Loan Mortgage Corporation Discount Note	\$749,174.80	0.339%
Certificate of Deposit	6/4/2015	4/20/2016	321	AFFILIATED BANK	\$150,000.00	0.192%
Certificate of Deposit	6/4/2015	4/20/2016	321	PACIFIC WESTERN BANK	\$249,500.00	0.200%
Certificate of Deposit	6/4/2015	4/20/2016	321	PRIVATE BANK - MI	\$249,500.00	0.206%
Certificate of Deposit	6/4/2015	4/20/2016	321	BANK 7	\$249,500.00	0.206%
Certificate of Deposit	5/21/2015	4/20/2016	335	FIRST COMMONS BANK NA	\$249,300.00	0.304%
Certificate of Deposit	4/23/2015	4/22/2016	365	ONEWEST BANK, NA	\$248,300.00	0.351%
Certificate of Deposit	6/4/2015	5/10/2016	341	IDB BANK - NY	\$249,300.00	0.292%
Certificate of Deposit	6/4/2015	5/10/2016	341	CFG COMMUNITY BANK	\$249,400.00	0.243%
Certificate of Deposit	6/4/2015	5/10/2016	341	BANK OF THE OZARKS	\$249,500.00	0.211%
Certificate of Deposit	6/4/2015	5/10/2016	341	EAST BOSTON SAVINGS BANK	\$150,000.00	0.209%
Certificate of Deposit	4/23/2015	5/10/2016	383	BOFI FEDERAL BANK	\$249,100.00	0.633%
Certificate of Deposit	5/21/2015	5/10/2016	355	MODERN BANK, NATIONAL ASSOCIATION	\$249,100.00	0.352%
Certificate of Deposit	2/5/2016	7/12/2016	158	FARMERS STATE BANK WATERLOO	\$249,500.00	0.392%
Certificate of Deposit	2/5/2016	7/12/2016	158	BREMER BANK, NA	\$249,600.00	0.350%
Certificate of Deposit	9/24/2015	7/20/2016	300	SNB BANK, NA	\$249,700.00	0.142%
Certificate of Deposit	9/24/2015	7/20/2016	300	COMMUNITY WEST BANK	\$249,700.00	0.102%
Certificate of Deposit	11/13/2015	7/20/2016	250	BANK OF KREMLIN	\$249,400.00	0.299%
Certificate of Deposit	11/13/2015	8/10/2016	271	INDUSTRIAL & COMMERCIAL BANK OF CHINA	\$249,000.00	0.450%
Certificate of Deposit	9/24/2015	8/10/2016	321	SECURITY BANK & TRUST CO	\$249,500.00	0.189%
Certificate of Deposit	9/24/2015	8/10/2016	321	TEXAS CAPITAL BANK	\$249,500.00	0.200%
Certificate of Deposit	9/24/2015	8/10/2016	321	ASSOCIATED BANK, NA (N)	\$201,000.00	0.149%
Certificate of Deposit	11/18/2015	8/18/2016	274	MIZUHO BANK (USA) CERTIFICATE OF DEPOSIT	\$51,069.90	0.367%
Certificate of Deposit	9/3/2015	8/25/2016	357	GRANDPOINT BANK	\$249,000.00	0.402%
Certificate of Deposit	9/3/2015	8/25/2016	357	FLAGLER BANK	\$249,000.00	0.393%
Certificate of Deposit	9/24/2015	8/25/2016	336	COMMUNITY BANK	\$249,500.00	0.211%
Certificate of Deposit	9/24/2015	8/25/2016	336	SAFRA NATIONAL BANK OF NEW YORK	\$107,400.00	0.191%
DTC CD	8/26/2015	8/26/2016	366	Santander Bank, N.A. / Sovereign Bank	\$248,494.90	0.400%
DTC CD	9/15/2015	9/15/2016	366	Everbank Certificate of Deposit	\$248,494.60	0.450%
DTC CD	9/19/2014	9/19/2016	731	BMW BANK OF NORTH AMERICA CD	\$248,232.71	0.903%
Certificate of Deposit	9/24/2015	9/23/2016	365	CAPITAL COMMUNITY BANK	\$248,600.00	0.553%
Certificate of Deposit	9/24/2015	9/23/2016	365	STATE BANK OF INDIA (NY)	\$248,800.00	0.462%
DTC CD	9/30/2015	9/28/2016	364	BANK OF INDIA CERTIFICATE OF DEPOSIT	\$248,491.23	0.450%
DTC CD	9/30/2015	9/30/2016	366	BANK OF BARODA CERTIFICATE OF DEPOSIT	\$248,494.60	0.450%
DTC CD	6/11/2014	6/12/2017	1097	Discover Bank Certificate of Deposit	\$248,710.21	1.003%
DTC CD	6/11/2014	6/12/2017	1097	Goldman Sachs Bank USA Certificate of Deposit	\$248,710.21	1.003%
Certificate of Deposit	9/26/2014	9/26/2017	1096	BANK OF THE WEST	\$241,800.00	1.119%
DTC CD	5/28/2015	5/29/2018	1097	American Express Centurion Bank Cert of Dep.	\$248,700.69	1.304%
Security	9/26/2014	6/13/2018	1356	Federal Home Loan Mortgage Corporation Note	\$243,109.87	1.260%
DTC CD	6/18/2015	6/18/2018	1096	Ally Bank Certificate of Deposit	\$248,694.35	1.454%
DTC CD	6/22/2015	6/22/2018	1096	Comenity Capital Bank / World Financial Capita	\$249,330.96	1.355%
DTC CD	10/1/2014	10/1/2018	1461	Sallie Mae Bank Certificate of Deposit	\$247,883.90	1.807%
Security	6/5/2014	5/30/2019	1820	Federal Home Loan Mortgage Corporation Note	\$499,392.93	1.564%
DTC CD	10/17/2014	10/2/2019	1811	American Express Bank Certificate of Deposit	\$248,056.17	2.060%
Certificate of Deposit	7/17/2015	7/17/2020	1827	Synchrony Bank Retail CD	\$248,000.00	2.250%
Certificate of Deposit	8/19/2015	8/19/2020	1827	CAPITAL ONE NATL ASSN VA	\$248,000.00	2.400%
Certificate of Deposit	9/16/2015	9/16/2020	1827	BARCLAYS BK DEL	\$248,000.00	2.200%
Certificate of Deposit	3/2/2016	3/2/2021	1826	Marlin Business Bank Salt Lake	\$248,000.00	1.600%

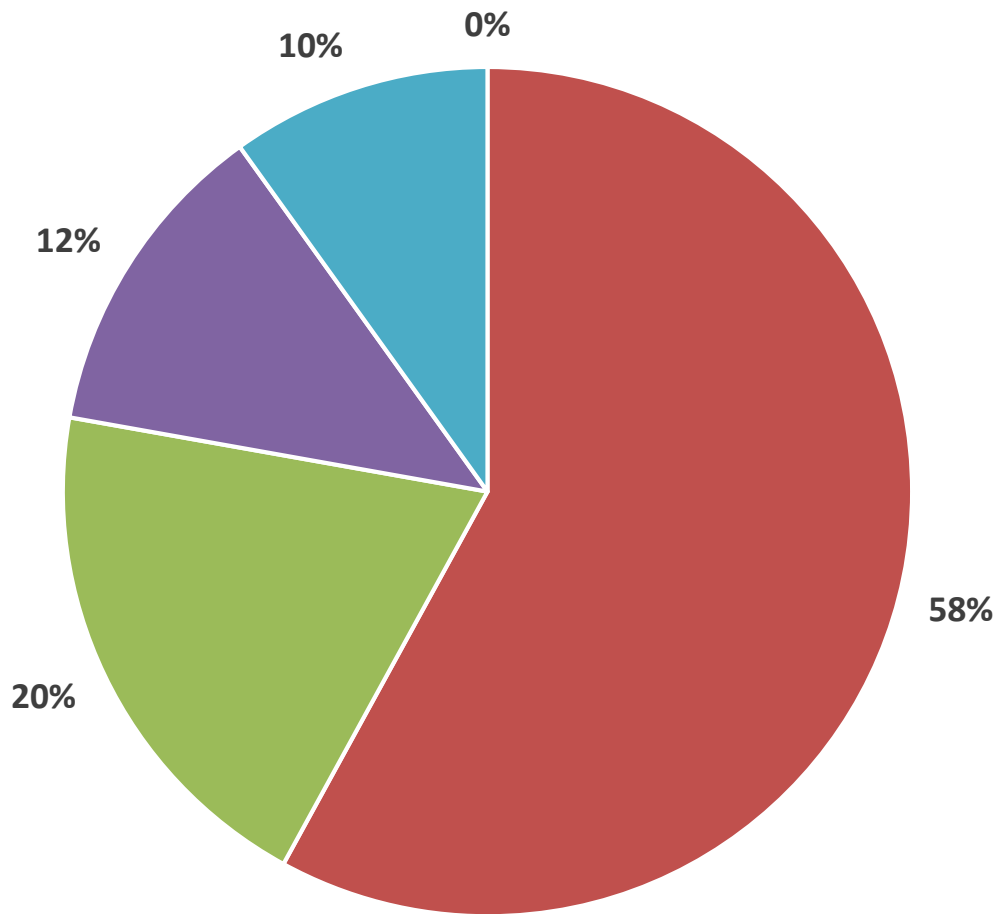
15,045,145.17

Weighted Yield 1.518%
Weighted Maturity 355.95

LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103

INVESTMENT TYPE

MARCH 31, 2016

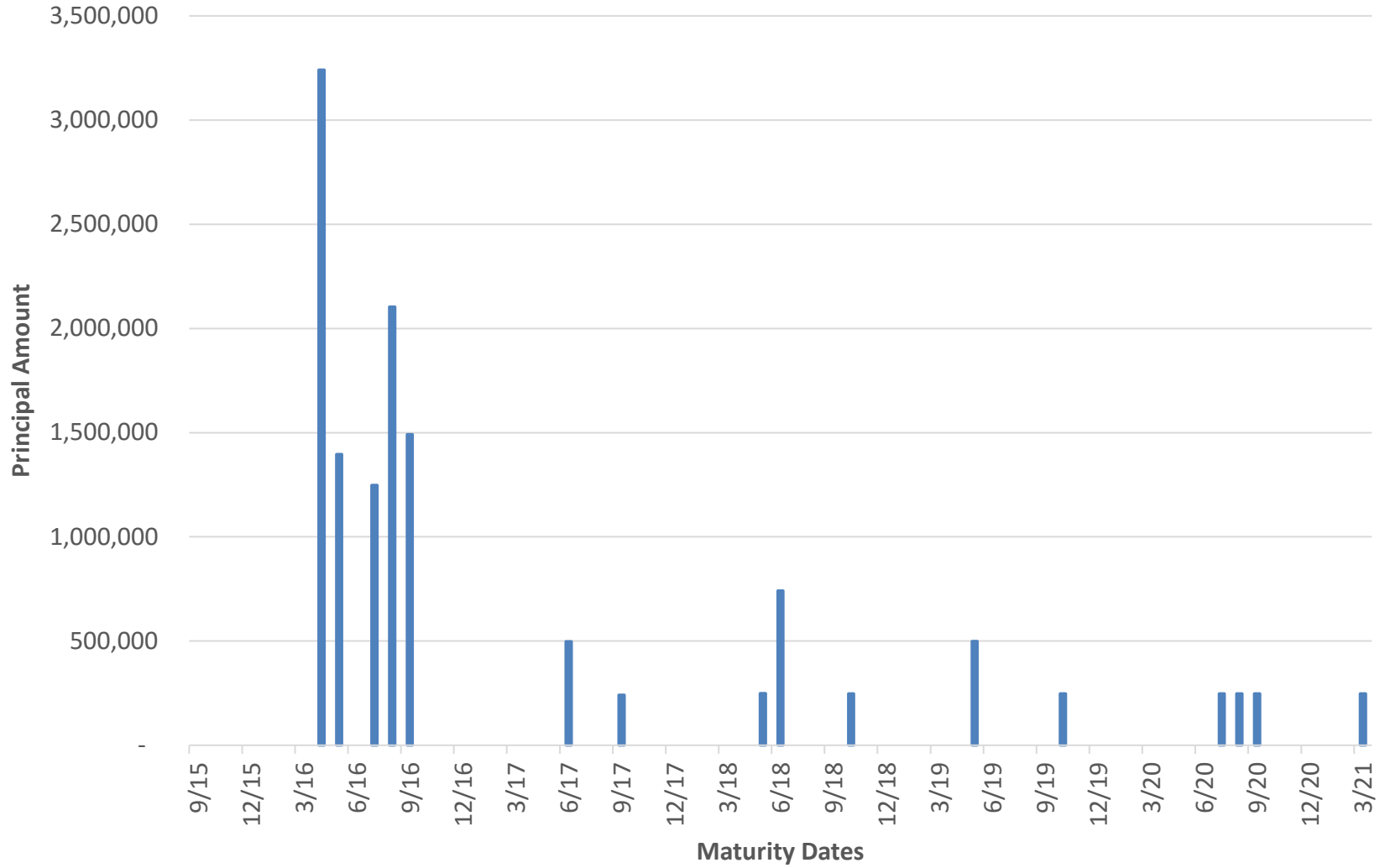


■ TS ■ CD ■ DTC ■ MMK ■ SEC

LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103

MATURITY DATES

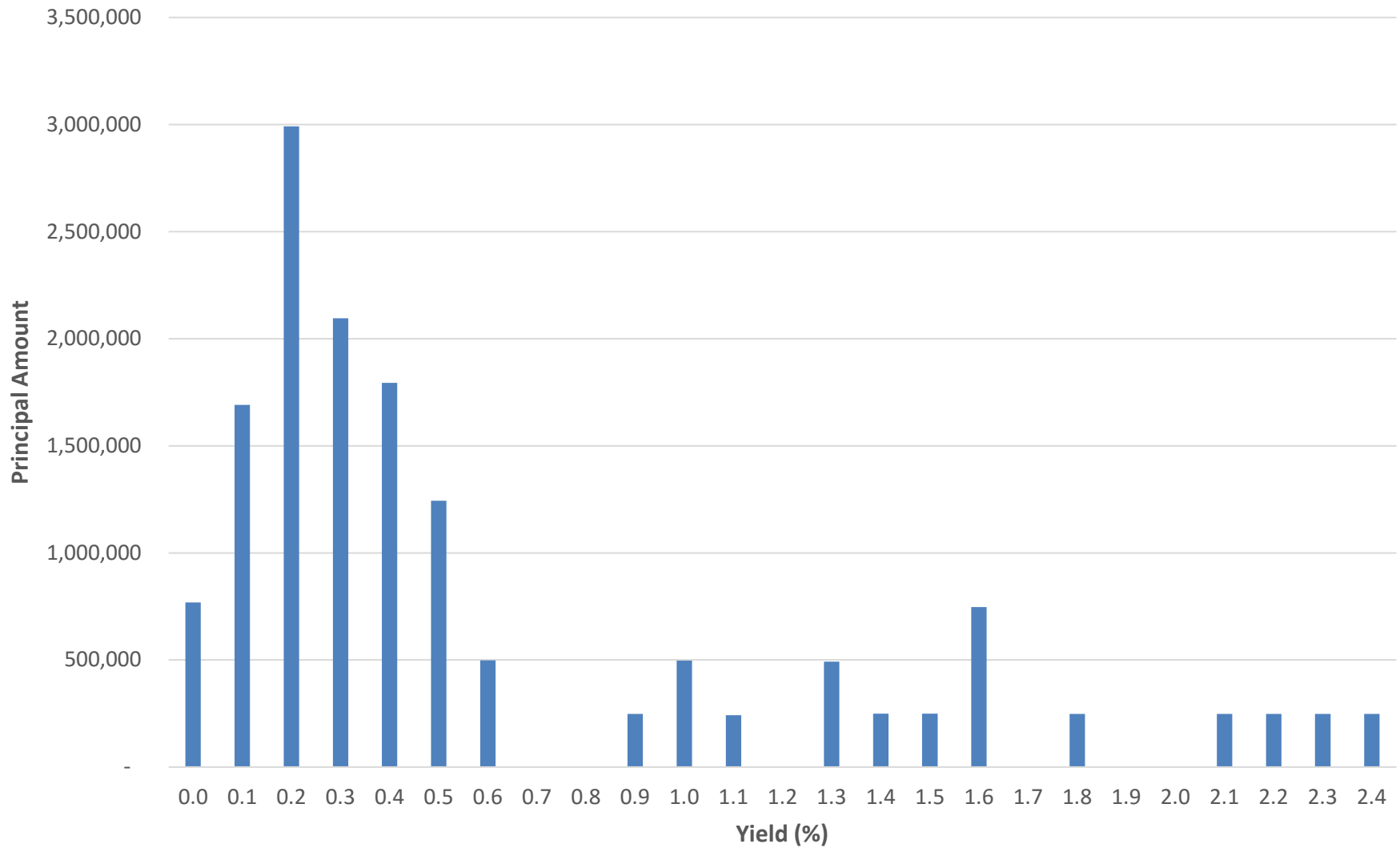
MARCH 31, 2016



LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103

INTEREST RATES

MARCH 31, 2016



LINCOLNSHIRE-PRAIRIE VIEW ELEMENTARY SCHOOL DISTRICT NO. 103

WEIGHTED YIELD VS. MATURITY HISTORY



210

Gilbane
8550 West Bryn Mawr Avenue
Suite 500
Chicago, IL 60631
Telephone 773-695-3500
Facsimile 773-695-3501

March 4, 2016



Mr. Dan Stanley
Assistant Superintendent for Business/CSBO
1370 N. Riverwoods Road
Lincolnshire, IL 60069

Re: CM Services Agreement
Additions and Renovations to Half Day and Laura Sprague Schools

Dear Dan,

Enclosed please find two copies of the contract for CM services for the 2016 construction projects at Half Day and Laura Sprague Schools, consisting of the AIA A134 Standard Form of Agreement and the A201 General Conditions.

Please execute both copies and return them to my attention for execution by Gilbane. We will return one executed copy to you for your use.

If you have any questions, please call.

Sincerely,
GILBANE BUILDING COMPANY

A handwritten signature in black ink, appearing to read "Jeffrey J. Masters".

Jeffrey J. Masters
Vice President

DRAFT AIA[®] Document A134[™] - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price

AGREEMENT made as of the «20 » day of «October » in the year «2015 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

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

and the Construction Manager:
(Name, legal status and address)

«Gilbane Building Company»« »
«8550 W. Bryn Mawr Ave. Ste. 500
Chicago, IL 60631 »

for the following Project:
(Name and address or location)

«District Wide Capital Improvement Plan
Various
Lincolnshire, IL 60069 »

The Architect:
(Name, legal status and address)

«Wight & Company
2500 Cheese Rd.
Darien, IL 60561 »« »
« »

The Owner's Designated Representative:
(Name, address and other information)

«Mr. Daniel Stanley
Assistant Superintendent for Business
Lincolnshire Prairie View School District 103
1370 Riverwoods Road
Lincolnshire, IL 60069

The Construction Manager's Designated Representative:
(Name, address and other information)

«Jeff Masters
Vice President »
«Gilbane »

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.

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

«8550 W. Bryn Mawr Ave. Ste. 500 »
«Chicago, IL 60631 »
« »
« »

The Architect's Designated Representative:
(Name, address and other information)

Leanne Meyer-Smith
Wight and Company
2500 Cheese Rd.
Darien, IL 60561

The Owner and Construction Manager agree as follows.



TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 2.2.4 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.5. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, as amended and attached hereto shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in amended A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 1.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee as defined in Section 5.1. The Contract Time is the period of time, including authorized adjustments, allotted in the

Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201–2007. The Contract Time shall be measured from the date of commencement of the Construction Phase as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of A201–2007. If, however, the Contract Time has been established in accordance with Section 2.2.4.5, Article 7 of A201–2007 shall control adjustments to the Contract Time.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. In cooperation with the Architect, the Construction Manager shall prepare a detailed written report to the Owner setting out an initial cost estimate based on the Project's Specifications, using industry research, estimated quantities and labor costs, and shall participate in a meeting with the Owner's team and the Architect to review and discuss the conceptual design and initial cost estimate.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of Schematic Design, Design Development, and 100% Construction Document Cost Estimates; components of the Work; times of commencement and completion required of Trade Contractors; milestone dates for receipt and approval of pertinent information; preparation and processing of shop drawings and samples; ordering and delivery of products, material and equipment, including those that must be ordered well in advance of construction; the occupancy requirements of the Owner, including any portions of the Project having occupancy priority; and the proposed date of Substantial Completion.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 2.2. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.5.3 The Construction Manager shall, before Construction Documents are finalized and approved by the Owner, and before Trade Contractor bids or proposals are solicited for portions of the work, carefully study and compare the various contract documents relative to each portion of the work for the preparation of bid packages.

§ 2.1.6 TRADE CONTRACTORS AND SUPPLIERS

§ 2.1.6.1 The Construction Manager shall provide copies of all bid documents to the Owner during the bidding period for review and comment. The Construction Manager shall incorporate the Owner's comments into the bid documents, unless the Construction Manager has reasonable objection.

§ 2.1.6.2 The Construction Manager shall publicly advertise, in accordance with Section 5/10-20.21 of the Illinois School Code, and receive bids or proposals from Trade Contractors for the performance of all major elements of the Work other than the minor work that may be included in the general conditions. The Construction Manager shall include in all bid specifications a requirement that all bidders shall comply with all requirements of the *Illinois Prevailing Wage Act*, 820 ILCS 130/1, et seq.

§ 2.1.6.3 The Construction Manager and the Owner's representative shall open all bids and publically read the bid amount and any bid alternates. The Construction Manager and the Owner's representative shall not disclose other contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, engineer, the Architect or the Owner. All bids or proposals shall be made available upon written request after the award of the contract or within seven days after the date of final selection of bids or proposals, whichever is later.

§ 2.1.6.4 If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a **Trade Contractor** but the Owner requires another bid or proposal to be accepted, the accepted bid or proposal shall be the one used to generate that Final Cost Estimate.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction as required to meet the Project schedule. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules, including the Control Estimate and the estimated date of Substantial Completion. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Control Estimate

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Control Estimate for the Owner's review and acceptance. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee and shall include those items set forth in Section 2.2.4 below. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing.

§ 2.2.2 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 2.2.3 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 2.2.3.1 Notwithstanding any other provision, the Control Estimate shall be the sum of the following:

- a. the sum of all accepted Trade Contractor bids or proposals;
- b. the amount of the Construction Manager's Reimbursable/General Conditions Costs;
- c. the Construction Manager's Fee;
- d. the Owner's contingency; and
- e. Allowances, if any, as approved by the Owner.

It is understood that the Control Estimate is a budget only and is not a Guaranteed Maximum Price.

§ 2.2.4 The Control Estimate shall include

- .1 a list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 a list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 2.2.3, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and the Construction Manager's Fee;
- .4 the anticipated date of Substantial Completion upon which the Control Estimate is based, and a schedule for the issuance dates of the Construction Documents upon which the anticipated Substantial Completion date relies; and

§ 2.2.5 The Owner shall authorize the Architect to incorporate the agreed-upon assumptions and clarifications contained in the Control Estimate. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Drawings and Specifications.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's approval of the Control Estimate or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.1.3 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Trade Contractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Trade Contractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.3 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.5 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.6 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals, but in any event not less often than monthly.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (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 Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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.

§ 3.1.4.3 The Owner, when such services are requested, 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.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. All parties acknowledge that only the Board of Education for the Owner, acting as a body corporate, has the authority to bind the Owner with respect to all matters requiring the Board's approval under School District Board Policy, including without limitation, Changes in the Work. Except as otherwise provided in Section 4.2.1 of *A201™-2007*, the Architect does not have authority to bind the Owner with respect to matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative, whom the Owner shall designate in writing, and who shall have limited authority to make decisions on behalf of the Owner concerning estimates and schedules, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

In order to minimize potential disruptions to the work schedule, the Board of Education delegates the following levels of authority regarding Changes in the work:

1. Assistant Superintendent for Business: Change orders up to \$10,000
2. Superintendent: Change orders up to \$25,000
3. Board liaisons to the project (consisting of two board members): Change orders up to \$50,000
4. Change Orders in excess of \$50,000 shall require approval of the entire Board of Education at its next regularly scheduled meeting, unless such changes are time sensitive, in which case such changes will require an emergency meeting of the Board of Education.
5. Written documentation of all change orders per this paragraph regardless of amount shall be submitted to the Board at its next scheduled meeting.

§ 3.2.1 Legal Requirements. 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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities according to an agreement between Owner and Architect executed by such parties, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under the Project Work Order. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and the Construction Manager. Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to such agreement.

§ 3.4 Communication with Trade Contractors

The Owner shall only communicate with Trade Contractors through the Construction Manager.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager’s Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager’s Preconstruction Phase services described in Sections 2.1 and 2.2: A lump sum of \$92,000 payable as follows:

- \$20,000 payable by December 31, 2015
- \$20,000 payable by January 31, 2016
- \$20,000 payable by February 29, 2016
- \$20,000 payable by March 31, 2016
- \$12,000 payable by April 30, 2016

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed by March 31, 2016, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager’s personnel providing Preconstruction Phase services and the Construction Manager’s costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

« For the Construction Phase, the Construction Manager shall be paid a lump sum of \$800,000 consisting of the following:

Construction Manager’s supervisory and administrative personnel	\$396,200.00
Insurance (based on \$8.65/\$1,000 on \$12M revenue)	\$103,800.00
CM Overhead and Profit (2.5% of the Cost of the Work)	\$300,000.00
Total	\$800,000.00

The Construction Manager’s Fee shall be paid in seven equal payments of \$100,000 commencing March 2016, one payment of \$60,000 in October, 2016, and a final payment of \$40,000 in November, 2016.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Two and one-half percent (2.5 %) for Overhead and Profit of the Cost of the Change determined in accordance with Subparagraph 7.3.3.3 of the A201, 2007, General conditions of the Contract for Construction plus any additional staff and reimbursable costs. The Construction Manager's overhead and profit attributable to increases in the Cost of the Work, as evidenced by executed Change Order(s) identifying the same, shall not exceed the percentage of the Construction Manager's Fee.

« » A Trade Contractor's overhead and profit attributable to increases in the cost of its portion of the Work, as evidenced by executed Change Order(s) identifying the same, shall not exceed ten percent (10%) overhead and five percent (5%) profit. Premiums for Performance and Payment bonds are in addition to these rates.

Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Labor Costs for the Construction Manager's supervisory and administrative personnel providing additional services or for Changes in the Work shall be billed at the following rates:

Position	Hourly rate
Project Executive	\$269.00/hr.
Project Manager/Engineer	\$65.00/hr.
Project Superintendent	\$109.00/hr.
Regional Safety Manager	\$145.00/hr.
Accounting	\$95.00/hr.
Estimating	\$172.00/hr.
Purchasing Agent	\$144.00/hr.

Insurance, overhead and profit are not included in these rates.

§ 5.2 Changes in the Work

§ 5.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. Subject to the Owner's consent for minor changes which may affect the Contract Time, the Architect may make minor changes in the Work as provided in Section 7.4 of *AIA Document A201™-2007*, General Conditions of the Contract for Construction, as amended by the Owner. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 5.2.2 Increased costs for the items set forth in Sections 6.1 through 6.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted as provided in Section 5.1.2.

§ 5.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project

except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost, while approval shall not be unreasonably withheld.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Trade Contractors in accordance with the requirements of the subcontracts, including Payment and Performance Bonds.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work in accordance with the Construction Manager's current standard written policy for travel reimbursement. Such expenses, together with the method of calculating reimbursable travel and subsistence expenses incurred by employees of the Construction Manager must receive written approval in advance from the Owner. Mileage will only be reimbursed in excess of 100 miles per trip.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval. Such costs, to be reimbursable, must comply with Section 9.3.2 of *AIA Document A201™-2007* General Conditions.

§ 6.6 Miscellaneous Costs

§ 6.6.1 The Construction Manager's Risk Management Liability Insurance is included in the Construction Manager's Lump Sum Fee in Paragraph 5.1.1, but shall be invoiced at the rate of \$8.65 per \$1,000 of Contract revenue for change orders.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007 as amended.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Trade Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Trade Contractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.7.5 List Of Reimbursables

List of Reimbursable: (At Cost without markup)

Telephone Set-up

Office trailer & Set-up

Telephone Charges	Radios
Office Misc. equipment	Printing Costs
Messenger Services	Computers/Printers
Progress Photos	Copier & Charges
Safety Equipment	Fax Machine
Temporary Toilets	Office Furniture & Supplies
Construction Signage	Postages
Advertising expenses for public bids	Textura CPM Fees

§ 6.8 Costs Not to Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 through 6.7;
- .4 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Trade Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 through 6.7; and
- .7 Costs for services incurred during the Preconstruction Phase, unless otherwise provided in this Agreement.
- .8 Except as provided in Section 6.7.3, costs to repair defective Work and other costs to comply with a Trade Contractor’s warranty obligations under the Contract.
- .9 Subject to and as limited by Section 9.3.3 of the *AIA Document A201™-2007*, costs and expenses arising from Construction Manager’s indemnity obligations, including without limitation, Construction Manager’s costs and expenses in removing or defending against a mechanic’s lien or surety bond claim asserted against the Owner and/or its property or the Construction Manager, unless the lien is due to Owner default or wrongful failure to make payments..
- .10 Costs incurred in the submission process relating to the Request for Proposals issued by the Owner.
- .11 Rental costs or lease payments for vehicles used solely for commuting, together with any and all automobile liability premiums

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction,

including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Trade Contractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Trade Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the «1st » day of a month, payment by the Owner to the Construction Manager of the statement amount less retainage, as hereinafter provided, shall be made by wire transfer to the Construction Manager's bank account. The Construction Manager shall provide to the Owner the appropriate bank routing and account information necessary to accomplish wire transfers.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit its sworn statement, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

§ 7.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Section 6.1.1;
- .2 Add the Construction Manager's Fee.
- .3 Not used.
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

- .6 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.

§ 7.1.7 The Construction Manager's Fee and General Conditions shall not be subject to a 10% retainage.

§ 7.1.8 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

<< >>

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 45 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

ARTICLE 8 INSURANCE AND BONDS (

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance-as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)



ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of Lake County, Illinois

« »

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Owner’s Approval of the Control Estimate

§ 10.1.1 Prior to the Owner’s approval of the Control Estimate, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 In the event of termination of this Agreement pursuant to Section 10.1.1, after the commencement of the Construction Phase but prior to the Owner’s approval of the Control Estimate, the Owner shall pay to the

Construction Manager under Section 10.1.2 an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to the Owner's Approval of the Control Estimate

§ 10.2.1 Subsequent to the Owner's approval of the Control Estimate, the Contract may be terminated as provided in Sections 14.1.1, 14.1.2 and 14.2.1 of A201–2007. The provisions of Article 14 of A201–2007 do not otherwise apply to this Section 10.2.

§ 10.2.2 If the Construction Manager terminates the Contract after establishment of the Control Estimate, the amount payable to the Construction Manager under Section 14.1.3 of AIA Document A201™-2007 shall not exceed the amount the Construction Manager would otherwise have received under Section 10.1.2 and 10.1.3 above. The Construction Manager shall not be entitled to any Fee, profit, overhead or other compensation for work not yet performed, unless termination is due to Owner breach.

§ 10.2.3 In the event of such termination by the Construction Manager, the amount payable to the Construction Manager shall be in accordance with Sections 10.1.2 and 10.1.3 of this Agreement, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.2.4 In addition to the Owner's right to terminate this Agreement for cause as provided in Section 14.2.1 of A201–2007, the Owner may terminate this Agreement for convenience as provided in Section 14.4; however, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Control Estimate and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.2.4 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.1.1 It is expressly understood that the Owner shall be directly retaining the services of an Architect/Engineer.

§ 11.1.2 Notwithstanding anything contained herein, it is expressly understood that the Construction Manager’s Project Control Systems including without limitation estimating, scheduling, purchasing, cost reporting and project engineering systems, and all modifications, additions or alterations thereto, are and shall remain the sole property of the Construction Manager.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.2.1.1 ENVIRONMENTAL LIMITATION OF LIABILITY

Other than liability arising from the act or omission of the Construction Manager in derogation of its responsibilities under this Agreement, the Construction Manager shall not be liable for environmental matters on, under or about the premises which constitute the Project, including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, the development or growth of mold within or on any structures, air quality levels, and to the generation, use, storage, transportation or illegal disposal of solid wastes, hazardous materials, special wastes or other contaminants. This disclaimer of liability shall apply to all such claims against the Construction Manager, whether direct or indirect, including without limitation, third party claims for which the Owner is seeking indemnification from the Construction Manager.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager 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. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

« »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager 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 Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price as amended.
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction as amended.
- .3

« »

.4

« »

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER (Signature)

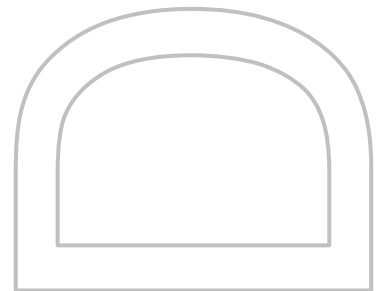
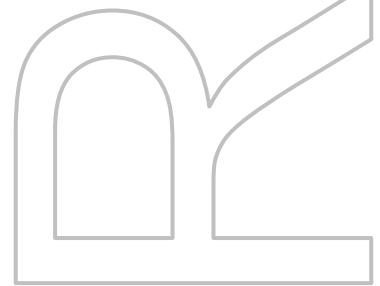
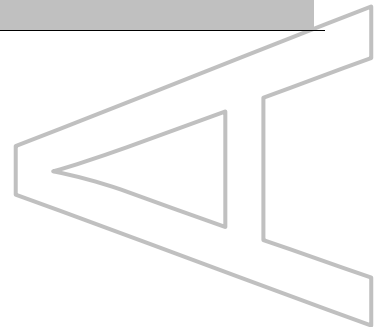
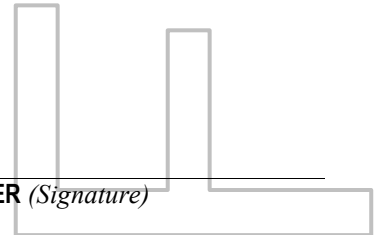
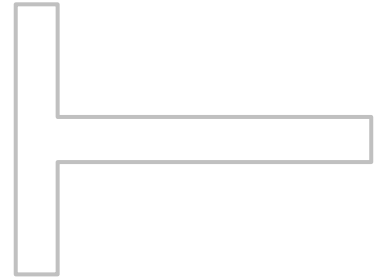
CONSTRUCTION MANAGER (Signature)

« »

(Printed name and title)

« »

(Printed name and title)



DRAFT AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Lincolnshire Prairie View School District 103
Additions and Renovations to Half Day and Laura Sprague Schools

THE OWNER:

(Name and address)

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

THE ARCHITECT:

(Name and address)

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

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

FINAL R: 29Feb16

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.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

INDEX

(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.4.2, 13.7.1, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10,
11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,
4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4,
9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1,
12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and
Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1,
9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5.1, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14,
6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4,
9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1,
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,
15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit
3.7.1

Capitalization
1.3

Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance
9.10.2, 11.1.3

Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of
15.1.1

CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

Claims for Additional Time
3.2.4, 3.7.4.6.1.1, 8.3.2, 10.3.2, **15.1.5**

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration
15.3.1, 15.4.1

Cleaning Up
3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of
8.1.2

Communications Facilitating Contract Administration
3.9.1, **4.2.4**

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND
9

Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder
15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.3

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**

Contract Administration
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, The
1.1.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of
9.1

Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
9.7

Contractor's Right to Terminate the Contract
14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of

7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Defective Work, Definition of

3.5.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3.1, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1,
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,
9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1,
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1,
10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7

Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.4.1.4
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.4.1.5
Insurance Companies, Settlement with
11.4.10
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,
13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6,
4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1,
9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3,
11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12,
3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,
9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,
14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 15.2.8

Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**,
15.4.1

Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1,
10.3.2, 11.3.1

Mutual Responsibility
6.2

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,
9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3,
13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1,
9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14,
15.2.8, 15.4.1

Notice of Claims
3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4

Notice of Testing and Inspections
13.5.1, 13.5.2

Observations, Contractor's
3.2, 3.7.4

Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,
13.5.2, 14.3.1

OWNER
2

Owner, Definition of
2.1.1

Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1,
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance
11.2

Owner's Loss of Use Insurance
11.3.3

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.4, 14.2.2

Owner's Right to Clean Up
6.3

Owner's Right to Perform Construction and to
Award Separate Contracts
6.1

Owner's Right to Stop the Work
2.3

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2

Ownership and Use of Drawings, Specifications
and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1,
4.2.12, 5.3.1

Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5

Patching, Cutting and
3.14, 6.2.5

Patents
3.17

Payment, Applications for
4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5,
9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5,
12.3.1, 13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION
9

Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8,
14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
**PERSONS AND PROPERTY, PROTECTION
OF
10**
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of the
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
**PROTECTION OF PERSONS AND PROPERTY
10**
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
15.2.8, 15.4
Rejection of Work
3.5.1, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
**Review of Contract Documents and Field
Conditions by Contractor**
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4,
6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2,
12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7,
12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of the
1.1.6
Specifications, The
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8,
14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.4.5, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3,
12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5.1, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 11.4.9, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE
CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,
9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1,
10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1,
9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3,
11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2,
15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF
WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 11.4.7, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1,
13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.4.5, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,
9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**,
14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2,
14.3.1, 15.1.2



ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the A134-2009 Master Agreement between Owner and Construction Manager, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Bid Documents, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Architect and Construction Manager shall each, however, be entitled to performance and enforcement of obligations under the other's Contract intended to facilitate performance of their respective duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 Should discrepancies appear within the Contract Documents, the Construction Manager or Trade Contractor shall request an interpretation from the Architect before proceeding with the work. If the appropriate Trade Contractor fails to make such request through the Construction Manager to the Architect, no excuse will thereafter be entertained for failure to carry out Work in the required manner, and to provide required guarantees, warranties, or bonds. Should Drawings and Specifications conflict, the appropriate Trade Contractor is deemed to have estimated on better quality and larger quantity of work, unless he shall have requested and obtained written decision from the Architect before submission of bid as to which method or materials will be required.

§ 1.2.1.2 Execution of the Contract by the Trade Contractor is a representation that the Trade Contractor has carefully examined the Contract Documents and the site, and represents that the Trade Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters that may in any way affect the Work or its performance. The Trade Contractor further represents that as a result of such examinations and investigations, the Trade Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable ordinances, laws, regulations, rules and the Illinois Health/Life Safety Code as they apply to the Work, and that the Trade Contractor will abide by the same. Claims for additional time or additional compensation as a result of the Trade Contractor's failure to follow the foregoing procedures and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Construction Manager in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3.1 In the event of conflicting provisions among the Contract Documents that were not called to the Owner's or the Architect's attention prior to award of the Trade Contract, the Architect shall determine which of the conflicting requirements shall govern, generally taking as a guideline the more stringent requirement or more expensive material, unless, in the opinion of the Architect, another requirement is more appropriate. The Architect's decision shall be final in such case, and the Architect's decision shall not be further reviewable by arbitration or by litigation.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 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 will retain all common law, statutory and other reserved rights, including copyrights. The Construction Manager, Trade Contractors, Sub-contractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Construction Manager, Trade Contractors, Sub-contractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Construction Manager, Trade Contractors, Sub-contractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.5.4 If the Trade Contractors find any details, construction procedures or materials shown on the Drawings or called for in the Specifications which it believes are not satisfactory for the use shown, it shall so notify the Construction Manager, who shall notify the Architect at least five (5) days before bids are due. Signing the Trade Contract and starting Work by a Trade Contractor shall indicate its agreement with all details, construction procedures, and materials so shown and/or specified and shall indicate its willingness to construct the Project in strict accordance with these Documents and to guarantee the complete Project in full compliance with the warranty provisions of the Contract Documents and/or Project Work Order. By executing a Trade Contract, the Trade

Contractor further acknowledges that it has satisfied itself as to the nature and location of the work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power and roads. Any failure by a Trade Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from any obligations with respect to the Trade Contract.

§ 1.5.5 If Work is required in a manner to make it impossible to produce Work of the quality required by the Contract, or should discrepancies appear among the Contract Documents, the Trade Contractor shall request in writing an interpretation from the Architect before proceeding with the Work. If the Trade Contractor knowingly fails to make such a request, the Architect shall determine the quality of the Work required, consistent with the Contract Documents, or which of the conflicting requirements shall govern. The Trade Contractor shall perform the Work at no additional cost to the Owner in accordance with the Architect's determination.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties 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, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Board of Education of Lincolnshire Prairieview School District No. 103, Lake County, Illinois, ("Board of Education" or "Owner") is the Owner, and by majority vote, is the only representative having the power to enter into or amend a contract, to approve modifications in the scope of Work, to approve and execute a Change Order or Construction Change Directive

In order to minimize potential disruptions to the work schedule, the Board of Education delegates the following levels of authority regarding Changes in the work:

1. Assistant Superintendent for Business: Change orders up to \$10,000
2. Superintendent: Change orders up to \$25,000
3. Board liaisons to the project (consisting of two board members): Change orders up to \$50,000
4. Change Orders in excess of \$50,000 shall require approval of the entire Board of Education at its next regularly scheduled meeting, unless such changes are time sensitive, in which case such changes will require an emergency meeting of the Board of Education.
5. Written documentation of all change orders per this paragraph regardless of amount shall be submitted to the Board at its next scheduled meeting.

§ 2.1.2 Intentionally deleted.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Intentionally deleted.

§ 2.2.2 Except for permits and fees that are the responsibility of the Trade Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations which are known to the Owner for the site of the Project, soil reports and subsurface investigations and, other information when requested in writing by the Construction Manager before the start of the Work, a legal description of the site. The Construction Manager and Trade Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager and Trade Contractor's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services and the

Construction Manager shall be entitled to rely upon the accuracy and completeness thereof, but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.5 Trade Contractor shall distribute copies of all Plans, Specifications, Addenda and Construction Change Directives to all Trade Contractors.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Trade Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Construction Manager or Owner through the Construction Manager may issue a written order to the Trade Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Construction Manager or Owner to exercise this right for the benefit of the Trade Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Trade Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner through Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Trade Contractor the reasonable cost of correcting such deficiencies, including Owner's and Construction Manager's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure, ~~plus an additional 15%.~~ Such action by the Owner and amounts charged to the Trade Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Trade Contractor are not sufficient to cover such amounts, the Trade Contractor shall pay the difference to the Owner or Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER

§ 3.1 GENERAL

§ 3.1.1 The Construction Manager is the person or entity identified as such in the A134 Master Agreement and is referred to throughout the Contract Documents as if singular in number. The Construction Manager shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Construction Manager shall designate in writing a representative who shall have express authority to bind the Construction Manager with respect to all matters under this Contract. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

§ 3.1.2 The Construction Manager and Trade Contractor shall perform its Work in accordance with the Contract Documents.

§ 3.1.3 The Construction Manager or Trade Contractor shall not be relieved of obligations to perform its Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, activities of the Owner conducted in accordance with the Contract Documents, or by tests, inspections or approvals required or performed by persons or entities other than the Construction Manager.

§ 3.1.4 The Construction Manager represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it is able to furnish or secure the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that it is authorized to do business in the State of Illinois and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 that the execution of the Contract and its performance thereof are within its duly authorized powers.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Construction Manager is a representation that the Construction Manager has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Construction Manager shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the appropriate Trade Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Trade Contractor as a request for information in such form as the Architect may require. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a contractor and not as a licensed design professional.

§ 3.2.3 The Construction Manager is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.2.4 If the Trade Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Trade Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Trade Contractor shall make Claims as provided in Article 15. If the Trade Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, made through the Construction Manager, the Trade Contractor shall pay such costs and damages to the Owner as would have been avoided if the Trade Contractor had performed such obligations. If the Trade Contractor performs those obligations, the Trade Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

3.2.5 The Construction Manager is not responsible for the sufficiency of the Architect's design meeting the Owner's intended purpose.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Construction Manager shall supervise and direct the Work, using the Construction Manager's professional skill and care. The Construction Manager shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Construction Manager shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Construction Manager determines that such means, methods, techniques, sequences or procedures may not be safe, the Construction Manager shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Construction Manager is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Construction Manager, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

The Construction Manager shall engage Trade Contractors who shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full time supervision of the approved superintendent described in Section 3.9.3.

§ 3.3.2 The Construction Manager and Trade Contractors shall be responsible to the Owner for acts and omissions of their respective employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Construction Manager or any of its Trade Contractors.

§ 3.3.3 The Construction Manager shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Trade Contractor shall provide and pay for labor eligible to work in accordance with State and federal law, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Trade Contractor may make substitutions only with the prior written consent of the Owner, obtained through the Construction Manager, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Construction Manager and Trade Contractors shall enforce strict discipline and good order among the Trade Contractor's employees and other persons carrying out the Work. Neither the Construction Manager nor Trade Contractor shall permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 Whenever any provisions of the Contract conflict with any agreements or regulation of any kind in force among members of any union which regulate what work shall be included in the work of particular trades, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay or cost to the Owner and without recourse to the Architect or the Owner.

§ 3.4.5 Prevailing Wage Rates. Contractor and all Subcontractors shall comply with all requirements of the *Illinois Prevailing Wage Act*, including paying all workmen, laborers, and mechanics not less than the general prevailing rate of wages for work of a similar character as detailed in the "Minimum Wage Schedule," as required by 820 ILCS 130, *et seq.* Trade Contractor shall defend and indemnify the Owner from and against any claim or liability arising from Trade Contractor's, or its Subcontractor's, failure to fully comply with the *Prevailing Wage Act* and regulations promulgated by the Illinois Department of Labor.

§ 3.4.6 Criminal Background Checks. Prior to allowing any of its employees to perform work on Owner's property, the Trade Contractor agrees to provide the Owner with evidence that each employee was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9 and a certification that such persons are not listed on the State Sex Offender Registry and that such persons have no criminal convictions for the offenses listed in 105 ILCS 5/21B-80. The Trade Contractor shall require its Subcontractors to provide the same evidence and certification. In the event the Trade Contractor fails to comply with this paragraph, and as a result a claim is instituted by or on behalf of a student for harm caused by an employee of the Trade Contractor (or its Subcontractor), the Trade Contractor agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claims.

§ 3.5 WARRANTY

The Construction Manager and Trade Contractor warrant to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Construction Manager and Trade Contractor further warrant that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Construction Manager's and Trade Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Trade Contractors, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Construction Manager and Trade Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1 All Work, unless extended elsewhere herein, shall be guaranteed against defect in material and workmanship by the Trade Contractor and all Trade Subcontractors for a period of two (2) years from the date of substantial completion of such Trade Contractors or Trade Subcontractors' work as established by the Certificate of Substantial Completion.

§ 3.5.2 The Trade Contractor and all Subcontractors agree to assign, or cause to be assigned, to the Owner, at the Time of Final Completion of the Work, to be effective no later than the Time of Final Completion, any and all manufacturer's warranties relating to materials and labor used in the Work, and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties. Construction Manager shall coordinate the collection of such warranties, which will be submitted prior to Final Payment.

§ 3.6 TAXES

The Owner is exempt from federal, state, and local sales and excise taxes because it is a public body. To the extent Owner is not tax exempt, Trade Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Trade Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 The Construction Manager shall assist the Architect and Owner in securing all permits, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when bids are received.

§ 3.7.2 Without assuming any design responsibilities, the Construction Manager shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If applicable, the Construction Manager shall assist in the procurement of all bonds required of the Owner by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Construction Manager shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Construction Manager shall also obtain and pay all charges for all approvals for street closings, traffic control, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Trade Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Trade Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. If the Trade Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Trade Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Trade Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Trade Contractor shall promptly provide notice to the Construction Manager, who shall then notify the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Trade Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Construction Manager in writing, stating the reasons and the Construction Manager shall notify the Trade Contractor. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Trade Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Trade Contractor shall immediately suspend any operations that would affect them and shall notify the Construction Manager, who shall then notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Trade Contractor shall

continue to suspend such operations until otherwise instructed by the Owner, through the Construction Manager, but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Trade Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, through the Construction Manager, but the Trade Contractor shall not be required to employ persons or entities to whom the Trade Contractor has reasonable objection, unless required to do so by the terms of the Contract Documents

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Trade Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Trade Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Trade Contractor Sum but not in the allowances ~~not to exceed 10%~~; and
- .3 whenever costs are more than or less than allowances, the Trade Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1.

§ 3.8.3 Upon written request by the Trade Contractor, through the Construction Manager, no later than seven (7) days in advance, materials and equipment under an allowance shall be selected by the Owner with reasonable promptness so as not to delay progress of the Work

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Construction Manager, and communications given to the superintendent shall be as binding as if given to the Construction Manager.

§ 3.9.2 The Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Construction Manager shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Construction Manager, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Construction Manager's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Construction Manager's schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.2 The Construction Manager shall prepare and keep current, for the Architect's record only, a schedule of submittals (the "Submittal Schedule") which is coordinated with the Construction Manager's Construction Schedule and allows the Architect reasonable time, as indicated in the Contract Documents, to review submittals. The Architect's approval shall not unreasonably be delayed or withheld. Neither the Construction Manager's preparation of the Submittal Schedule nor the Architect's receipt or review shall modify the Construction Manager's responsibility to make required submittals or to do so in a timely manner to provide for review in accordance with

Section 4.2.7 as modified herein. **§ 3.10.3** The Trade Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Construction Manager shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Trade Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Trade Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Trade Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals, Shop Drawings, Product Data, Samples and similar submittals shall be provided by the Trade Contractor to the Construction Manager, who shall deliver the same to the Architect. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 Trade Contractor shall review for compliance with the Contract Documents, approve and submit, through the Construction Manager, to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Trade Contractor represents to the Owner and Architect that the Trade Contractor has (1) reviewed and approved them-(2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents-

§ 3.12.7 The Trade Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Trade Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Trade Contractor has, through the Construction Manager, specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Trade Contractor shall not be relieved of responsibility for its errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof

§ 3.12.9 The Trade Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Trade Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Trade Contractor needs to provide such services in order to carry out the Trade Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Trade Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Trade Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Trade Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and 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, provided the Owner and Architect have specified to the Trade Contractor, through the Construction Manager, all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Construction Manager shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Construction Manager shall endeavor to ensure that the Work, at all times, is performed in a manner that affords Owner and its guests and invitees safe and reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Construction Manager shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.1 The Construction Manager shall require Trade Contractor and Subcontractors to operate and maintain sump pumps as necessary to prevent water damage to the Work or Owner's adjacent property. The Trade Contractor and Subcontractors shall also endeavor to maintain Owner's existing buildings impacted by the Work in weather tight condition to prevent water infiltration during the construction period. Trade Contractor and Subcontractors shall be responsible for repairing or remediating any damage caused by failure to fulfill these responsibilities as a Cost of the Work.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Trade Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Trade Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Trade Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Trade Contractor shall not unreasonably withhold from the Owner or a separate contractor the Trade Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Trade Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Trade Contractor shall remove waste materials, rubbish, the Trade Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Trade Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof plus 15% shall be charged to the Trade Contractor by deductive Change Order.

§ 3.16 ACCESS TO WORK

The Construction Manager shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Trade Contractor shall pay all royalties and license fees. The Trade Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, including, but not limited to attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Trade Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Trade Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, and not to any extent that would render this section void or unenforceable, the Construction Manager shall waive and release claims against and indemnify and hold harmless the Owner, the Architect, and their agents, employees and consultants (hereinafter referred to as the "Indemnitees") from all Exposure and all Expenses from claims arising out of the Work. As used in this section, "Exposure" means any claim, damage, loss, liability or expense arising out of or resulting from the performance of the Work and attributable to bodily illness, sickness, death, injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, to the extent arising out of or resulting from the Construction Manager's negligent acts or omissions and including any injury or damages incurred upon the failure of or the use or misuse by any trade contractor or subcontractor of any rigging, blocking, scaffolding, or other mechanical contrivance, whether or not furnished by the Owner; "Expenses" means and includes, but is not limited to, all attorney's fees and costs incurred in defending any Exposure or in bringing an action to enforce the provisions of this section. The Construction Manager's obligation under this indemnity is not limited by any limitation on the Construction Manager's liability under any provision of law or any rule of decision. The foregoing liability of the Construction Manager shall extend to any amount that any of the Indemnitees is required to pay in excess of the Indemnitee's pro rata share of the common liability (as that term is used in the Illinois Joint Tortfeasors Contribution Act) for an Exposure. In addition to any other obligation to procure insurance pursuant to this Agreement, the Construction Manager shall obtain insurance naming the Indemnitees as additional insureds and (a) insuring the Construction Manager's obligation pursuant to this paragraph, and (b) insuring the Indemnitees for any amount they may be required to pay for any Exposure and Expenses relating to any Exposure, not limited by any limitation imposed by law on indemnification. The Construction Manager, Trade Contractor's and Sub-contractors waive any right of contribution or indemnity against any of the Indemnitees under any doctrine of indemnity or the Illinois Joint Tortfeasors Contribution Act, except to the extent any claim arises out of the act or neglect of an Indemnitee. The Indemnitees' rights under this section shall survive any termination of this Agreement and continue after final payment. The Construction Manager shall contractually require that the obligations of this Section shall apply equally to all Trade Contractors retained by the Construction Manager, including subcontractors.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Construction Manager, Trade Contractor or a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The Owner shall cause any other contractor who may have a contract with the Owner to perform construction or installation Work in the areas where the Work will be performed under the Owner/Construction Manager agreement to agree to indemnify the Owner and Construction Manager and hold them harmless from all claims for bodily injury and property damage that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to the Construction Manager.

3.18.4 The obligations of the Construction Manager under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of the (1) the preparation

or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

§ 3.19 Antitrust Violations. To permit the Owner to recover damages suffered in antitrust violations, Construction Manager hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *et seq.*

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. However, if during a site visit the Architect observes an obvious unsafe condition, the Architect shall promptly notify the affected Contractor or Subcontractor, Construction Manager and the Owner of such condition.

§ 4.2.3 -On the basis of the site visits, the Architect will keep the Owner and Construction Manager reasonable informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Project Work Order and from the most recent construction schedule submitted by the Construction Manager, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Trade Contractor's failure to perform the Work in accordance with the requirements of the Project Work Order. The Architect will have no control over or charge of and will not be responsible for acts or omissions of the Trade Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The appropriate Trade Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of such Trade Contractor.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and Construction Manager shall endeavor to communicate with each other and the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Trade Contractors and material suppliers shall be through the Construction Manager. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Construction Manager's Applications for Payment, the Architect will review and certify the amounts due the Construction Manager and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, 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 Trade Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Trade Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness, so as not to delay progress of the Work, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Trade Contractor as required by the Contract Documents. The Architect's review of the Trade Contractor's submittals shall not relieve the Trade Contractor of the obligations under Sections 3.3, 3.5 and 3.12. 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. The Trade Contractor shall provide such submittals to the Architect, through the Construction Manager, in a timely manner to allow for the Architect's reasonable prompt review and to allow for timely ordering of components of the Work to affect no delay in the Work.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Construction Manager pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by the Owner, the Construction Manager, and Trade Contractor

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness so as not to delay the progress of the Work or cause Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 TRADE CONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Trade Contractor is a person or entity who has a direct contract with the Construction Manager to perform a portion of the Work at the site. The term “Trade Contractor” is referred to throughout the Contract Documents as if singular in number and means a Trade Contractor or an authorized representative of the Trade Contractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-contractor is a person or entity who has a direct or indirect contract with a Trade Contractor to perform a portion of the Work at the site. The term “Sub-contractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-contractor or an authorized representative of the Sub-contractor.

§ 5.2 AWARD OF TRADE CONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work.

§ 5.2.2 The Construction Manager, on behalf of Owner, shall not contract with a proposed person or entity to whom the Owner or Architect has made an objection. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has made reasonable objection.

§ 5.2.3 If the Owner or Architect has objection to a person or entity proposed by the Construction Manager, the Construction Manager shall propose another to whom the Owner or Architect has no objection. If the proposed but rejected Trade Contractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Trade Contractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Construction Manager has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Construction Manager shall not substitute a Trade Contractor, person or entity previously selected without written approval of the Owner.

§ 5.3 TRADE CONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Construction Manager shall require each Trade Contractor, to the extent of the Work to be performed by the Trade Contractor, to be bound to the Construction Manager by terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities, including the responsibility for safety of the Trade Contractor’s Work, which the Construction Manager, by these Documents, assumes toward the Owner and Architect. Each Trade Contractor’s agreement shall preserve and protect the rights of the Owner, Construction Manager, and Architect under the Contract Documents with respect to the Work to be performed by the Trade Contractor so that contracting thereof will not prejudice such rights, and shall allow to the Trade Contractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Construction Manager that the Construction Manager, by the Contract Documents, has against the Owner. Where appropriate, the Construction Manager shall require each Trade Contractor to enter into similar agreements with Sub-contractors. The Construction Manager shall make available to each proposed Trade Contractor, prior to the execution of the contract agreement, copies of the Contract Documents to which the Trade Contractor will be bound, and, upon written request of the Trade Contractor, identify to the Trade Contractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Trade Contractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-contractors.

§ 5.3.2 The Construction Manager shall be responsible for the supervision and coordination of any and all Trade Contractors working under it. The Construction Manager shall require that any Trade Contractors carry insurance for themselves that fully complies with the Construction Manager’s insurance requirements in Article 11.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these..

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with separate contractors, the Owner shall be deemed to be subject to the same obligations and have the same rights that apply to the Construction Manager under the Conditions of the Contract, including without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Construction Manager shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Trade Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Trade Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Trade Contractor shall, prior to proceeding with that portion of the Work, promptly report in writing to the Architect, the Construction Manager and Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Trade Contractor so to report apparent discrepancies or defects shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Trade Contractor's Work, except as to defects not then apparent..

§ 6.2.3 The Trade Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Trade Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Construction Manager or Trade Contractor for costs the Construction Manager or Trade Contractor incur because of a separate contractor's delays, improperly timed activities, damage to the Work, or defective construction.

§ 6.2.4 The Trade Contractor shall promptly remedy damage the Trade Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5. If any party sues the Construction Manager, Owner and/or Architect on account of any injury caused by the Trade Contractor, including, but not limited to, damage to property or person or monetary damages due to defects or errors in the Work or timing or coordination of the Work, then the Construction Manager, Owner and/or Architect shall notify the responsible Trade Contractor who shall defend such proceedings, and, if any judgment or award against the Construction Manager, Owner and/or Architect arises therefrom, the Trade Contractor shall pay or satisfy it and shall reimburse the Owner and/or Architect for all attorneys' fees and court costs incurred.

§ 6.2.5 The Owner's separate contractors shall have the same responsibilities for cutting and patching as described for the Trade Contractor.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Trade Contractors separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may direct the Construction Manager to clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Construction Manager; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Trade Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Construction Manager and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 In determining adjustments to the Contract Sum, Section 7.3.3 shall apply.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Authorization provides for an adjustment to the Contract Sum, the adjustment shall be based on the total sum of the following:

- .1 The trade contractor's costs as permitted by the Trade Contractors contract with the Construction Manager.
- .2 The Cost of the Work as defined in Article 6 of the Owner/Construction Manager Agreement for the Change in the Work;
- .3 For Change Orders which do not impact the Substantial Completion Date, actual increase in reimbursable costs attributable to the change.
- .4 For Change Orders which do impact the Substantial Completion Date, the Construction Manager's staff labor costs, staff support, and general requirements shall be subject to an equitable adjustment, and;
- .5 The Construction Manager's Fee as described in Subparagraph 5.1.2 of the Owner/Construction Manager Agreement

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Trade Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Trade Contractor shall promptly proceed with the change in the Work involved and through the Construction Manager advise the Architect of the Trade Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Trade Contractor indicates the Trade Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Upon resolution of exact Scope, Contract Sum change, and Contract time change, a Change Order shall be prepared incorporating the Construction Change Directive.

§ 7.3.7 If the Trade Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Trade Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Construction Manager to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Construction Manager may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Construction Manager agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Trade Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Construction Manager or Trade Contractor is delayed at any time in the commencement or progress of the Work by a wrongful act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by any event covered under the builder's risk "all-risk" policy described in section 11.3; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 In no event shall any delays or extensions of time be construed as automatic cause of justification for payment of extra compensation to the Construction Manager or Trade Contractor. Any claim for any increase of the Contract Sum shall be made in writing to the Architect within twenty (20) days of the event of expenditure or when the event was recognized.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Construction Manager or Trade Contractor for performance of the Work under the Contract Documents

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, each Trade Contractor shall submit to the Architect, through the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Construction Manager shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Construction Manager's right to payment as the Owner or Architect may require, such as copies of requisitions from Trade Contractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Trade Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Trade Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Trade Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Construction Manager warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Construction Manager further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Construction Manager's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Construction Manager, the Trade Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§9.3.4 Before each certificate for payment is issued, the Construction Manager shall furnish to the Architect a complete statement of the amounts due to Trade Contractors, Material Suppliers, and for his own materials on AIA Document G702 and G703 "Application and Certificate for Payment". The Construction Manager shall also be required to provide certified payroll records pursuant to the *Prevailing Wage Act* as a condition of receiving final payment.

§9.3.5 The first payment shall be accompanied by the Construction Manager's partial waiver of lien only. Each subsequent monthly payment request shall be accompanied by the Construction Manager's partial waiver and the partial waivers of Trade Contractors and Material Suppliers who were included in the immediate preceding payment request to the extent of that payment, (i.e., the Construction Manager must submit partial waivers on a current basis, but Subcontractors and Material Suppliers may be not more than one payment late with their partial waivers). Application for final payment shall be accompanied by final waivers of lien from the Construction Manager, Trade Contractors, Subcontractors and Material Suppliers who have not previously furnished such final waivers.

§ 9.4 CERTIFICATES FOR PAYMENT

§9.4.1 The Architect will, within seven days after receipt of the Construction Manager's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, and upon the exercise of professional skill and care, the Architect states that 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 to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect in writing to the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Construction Manager and Trade Contractor are entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Trade Contractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager/Trade Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Construction Manager or Trade Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Construction Manager and Owner as provided in Section 9.4.1. If the Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for

Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Construction Manager or Trade Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Trade Contractor;
- .3 failure of the Construction Manager to make payments properly to Trade Contractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest shall be paid on payments withheld under this paragraph. The Architect's determination as to the issuance of withholding of, or the amount of payment reflected by Certificates of Payment, shall be final and binding.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Trade Contractor and to any Sub-contractor or material or equipment suppliers to whom the Trade Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further payment to Construction Manager to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover any damages pursuant to Article 15, below. The Owner shall not be deemed in default by reason of withholding payment as provided for in the Contract Documents.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, and Owner approves that Certificate, the Owner shall make payments for undisputed amounts in accordance with the provisions of the *Illinois Local Governmental Prompt Payment Act* and interest shall be paid on unpaid sums as provided therein.

§ 9.6.2 The Construction Manager shall pay each Trade Contractor no later than seven days after receipt of payment from the Owner the amount to which the Trade Contractor is entitled, reflecting percentages actually retained from payments to the Construction Manager on account of the Trade Contractor portion of the Work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to Sub-contractors in a similar manner.

§ 9.6.3 The Architect will, on request through Construction Manager, furnish to a Trade Contractor, if practicable, information regarding percentages of completion or amounts applied for by the Construction Manager and action taken thereon by the Architect and Owner on account of portions of the Work done by such Trade Contractor.

§ 9.6.4 The Owner has the right to request written evidence from the Construction Manager that the Construction Manager has properly paid Trade Contractors and material and equipment suppliers amounts paid by the Owner to the Construction Manager for subcontracted Work. If the Construction Manager fails to furnish such evidence within seven days, the Owner shall have the right to contact Trade Contractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Trade Contractors, except as may otherwise be required by law.

§ 9.6.5 Construction Manager payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless Trade Contractor provides the Owner with a payment bond in the full penal sum of the Trade Contractor's Contract Sum, payments received by the Construction Manager for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Construction Manager for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Construction Manager, shall create any fiduciary liability or tort liability on the part of the Construction Manager for breach of trust or shall entitle any person or entity to an award of punitive damages against the Construction Manager for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If, through no fault of the Construction Manager, the Owner does not issue payment within thirty (30) days of the date specified at Section 7.1.3 of the A133, interest shall then begin to accrue as set forth at Section 13.6, below. If the Owner fails to make payment within ninety (90) days, the Construction Manager may, upon seven days written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Construction Manager's and Trade Contractors' reasonable costs of shut down, delay, and start up.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Construction Manager considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, and reasonably safe for its intended use by the Owner or other expected or intended users, the Construction Manager shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Trade Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Construction Manager's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Construction Manager's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Trade Contractors shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Construction Manager shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Trade Contractors shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Construction Manager for their written acceptance of responsibilities assigned to them in such Certificate.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Construction Manager have accepted in writing the

responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Construction Manager considers a portion substantially complete, the Construction Manager shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Construction Manager to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Construction Manager or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Construction Manager's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed and approved by the Owner, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief based upon the exercise of professional skill and care, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Construction Manager and Trade Contractors and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Construction Managers being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Construction Manager and Trade Contractors submit to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Construction Manager knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Trade subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner and Construction Manager against such lien. If such lien remains unsatisfied after payments are made, the Construction Manager or Trade Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Construction Manager or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Construction Manager and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Construction Manager to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any claims by the Owner against the Trade Contractor. The making of final payment shall constitute a waiver of Claims by the Owner against the Construction Manager, except those arising from:

- .1 Liens, Claims, security interests, or encumbrance arising out of the Contract and unsettled.
- .2 Failure of the Work to comply with the requirements of the Contract Documents, or

.3 Terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Construction Manager, a Trade Contractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons, including visitors, invitees and students who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Construction Manager or the Trade Contractors, or Sub-contractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Construction Manager shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Construction Manager shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Construction Manager shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Construction Manager shall promptly remedy damage and loss (other than damage or loss insured under Construction Manager's insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Construction Manager, a Trade Contractor, a Sub-contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Construction Manager is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Construction Manager. The foregoing obligations of the Construction Manager are in addition to the Construction Manager obligations under Section 3.18.

§ 10.2.6 The Construction Manager shall designate a responsible member of the Construction Manager's organization at the site whose duty shall be the prevention of accidents. This person shall be the Construction Manager's superintendent unless otherwise designated by the Construction Manager in writing to the Owner and Architect.

§ 10.2.7 The Construction Manager or Trade Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.7.1 The performance of the foregoing services by the Construction Manager shall not relieve the Trade Contractors and Sub-contractors of their responsibilities for the safety of persons and property and for compliance

with all Federal, State and local statutes, rules, regulations and orders of any governmental authority, and common law duties applicable to the conduct of the Work.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Construction Manager and Trade Contractors are responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Trade Contractor or Construction Manager encounter a hazardous material as defined by CERCLA not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Trade Contractor or Construction Manager, the Trade Contractor or Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect through the Construction Manager in writing.

§ 10.3.2 Upon receipt of the Construction Manager's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Trade Contractor or Construction Manager and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Construction Manager. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Construction Manager's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 If a loss occurs after material identified in 10.3.1 by the Trade Contractor or Construction Manager has been rendered harmless by the Owner, or, if a loss occurs due to exposure to hazardous materials known to the Owner to be present and pre-existing at the Project site and which has not been rendered harmless by the Owner, then to the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Trade Contractor and Construction Manager, Architect, Architect's consultants, and agents and employees of any of them from and against any claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party, or employee or agent of the party, seeking indemnity. Notwithstanding anything contained herein to the contrary, it is understood that the Construction Manager is not assuming any liability for pre-existing hazardous material at the Project site whether known or unknown.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Construction Manager or Trade Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Construction Manager's or Trade Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Construction Manager or Trade Contractor, as appropriate, shall indemnify the Owner for the cost and expense the Owner incurs (1), for remediation of a material or substance the Construction Manager or Trade Contractor brings to the site and negligently handles, or (2) where the Construction Manager or Trade Contractor

fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without any negligence on the part of the Construction Manager or Trade Contractor, the Construction Manager or Trade Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Construction Manager or Trade Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Construction Managers shall act, at the Construction Manager's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Construction Manager on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.1 In an emergency affecting the safety of persons or property of any of the Owner's facilities or Owner's occupied portions of the Work, the Owner may take such actions as are necessary, without prior notices to the Construction Manager or Trade Contractors, to protect and preserve the Owner's interests. If the emergency is attributable, in whole or in part, to any action or inaction of the Construction Manager, or any of the Trade Contractors as appropriate, the Construction Manager or Trade Contractors as appropriate shall be liable for all costs and expenses, including professional fees, incurred by the Owner in remediating such emergency and such costs and expenses may be, at the Owner's option, deducted from the Construction Manager or Trade Contractor's Contract Sum

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONSTRUCTION MANAGER'S LIABILITY INSURANCE

§ 11.1.1 The Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Construction Manager and Owner from claims set forth below which may arise out of or result from the Construction Manager operations and completed operations under the Contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by a Trade Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Construction Manager's obligations under Section 3.18.

§ 11.1.2.1 Such insurance shall be primary and shall be written to include the following coverages and for not less than the following minimum limits or greater if required by law.

- .1 Worker's compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability:

Bodily Injury by Accident - each accident	\$ 1,000,000.00
Bodily Injury by Disease - each employee	\$ 1,000,000.00
Bodily Injury by Disease - each policy limit	\$ 1,000,000.00

2. Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
- (b) Property Damage:
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
- (c) Products and Completed Operations to be maintained for 1 year after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned Period.
- (d) Property Damage Liability insurance will provide X, C or U coverage.
- (e) Contractual Liability (Hold Harmless Coverage):
- Bodily Injury:
- | | |
|-----------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
|-----------------|-----------------|
- Property Damage:
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
- (f) Personal Injury (Employment Exclusion deleted, if applicable)
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |

3. Umbrella Liability over primary insurance with \$10,000 retention: \$10,000,000.00.

4. Automobile Liability (owned, non-owned, hired):

- (a) Bodily Injury:
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
- (b) Property Damage:
- | | |
|-----------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
|-----------------|-----------------|

§ 11.1.3 Certificates of Insurance for the above coverages shall be submitted to the Architect and Construction Manager for transmittal to the Owner for his approval prior to the start of construction. Attached to the required Certificate, Construction Manager must provide AIA Document G715; specifically setting forth evidence of all coverage required by Article 11. The Construction Manager shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each Trade Contractor and Subcontractor before their work commences. Trade Contractors shall provide the minimum coverages shown in Exhibit A attached. Each Trade Contractor and Subcontractor's insurance shall be primary and shall cover the Owner, Construction Manager, Architect, their agents and employees as "additional insured". If the "additional insureds" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. Construction Manager's certificates shall be in duplicate on standard Acord forms

§ 11.1.3.1 Coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning cancellation of coverage shall be furnished by the Construction Manager with reasonable promptness in accordance with the Construction Manager information and belief.

§ 11.1.3.2 The obligations of the Construction Manager under the provisions of this article shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

§ 11.1.4 The Construction Manager shall cause the comprehensive general and umbrella liability coverage required by the Contract Documents to include (1) the Owner its officials, employees, agents and volunteers, as additional insureds.

§ 11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. If Owner hires separate contractors to perform work for, or in or around, the Project, it shall require in its contracts with each separate contractor that Construction Manager and its officers, directors, partners, members, employees and agents shall be (i) named as an additional insured on a primary, non-contributory basis to any commercial general liability, pollution liability and excess liability insurance policies and (ii) provided a waiver of subrogation on all workers compensation and professional liability insurance policies.

11.2.2 The Owner shall be responsible for notifying Construction Manager when any Other Contractor's (as defined in Section 11.2.1) Work is to be included in the value of the Builder's risk insurance required of the Construction Manager in accordance with Section 11.3. Before the Project commences, Owner shall provide written notice to Construction Manager indicating the nature of any Other Contractor's work, the value of such work to be insured and the Other Contractor's name. Neither Construction Manager nor its insurer(s) shall be responsible for any direct or consequential loss arising out of Other Contractors' property if notification has not been made in accordance with this paragraph.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk all risk or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall cover the Work and property and be maintained, until Substantial Completion of the Work, or designated portion thereof is achieved. This insurance shall include the Owner and Construction Manager as named insureds. The Trade Contractors and all tiers of Sub-subcontractors shall be additional insureds.

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, named and un-named windstorm, falsework, testing and startup, equipment breakdown, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Construction Manager's services and expenses required as a result of such insured loss. The property insurance may include sublimits for one or more of the coverages required herein.

11.3.1.2 Intentionally left blank

11.3.1.3 If the property insurance requires deductibles, the Construction Manager shall be responsible as a Cost of the Work for costs not covered due to such deductibles, except that Owner shall be solely responsible for any and all costs not covered due to deductibles arising out of any loss due to flood (including inundation, seepage and sewer back-up), earthquake, named and un-named windstorm, hail, volcanic eruption or terrorism.

11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Construction Manager shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.3 LOSS OF USE INSURANCE

Intentionally Deleted.

11.3.4 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Construction Manager shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner as a Cost of Work.

11.3.5 Intentionally deleted

11.3.7 WAIVERS OF SUBROGATION

The Owner and Construction Manager waive all rights against each other and any of their trade contractors, trade sub-subcontractors, agents and employees, each of the other for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work and property, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Construction Manager, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the trade contractors, trade sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waiver requirements in this paragraph apply to, but are not limited to, insurance coverage provided by private sector insurers and self-insured contractors or corporations.

11.3.8 A loss insured under the Construction Manager's property insurance shall be adjusted by the Construction Manager as fiduciary and made payable to the Construction Manager as fiduciary for the insureds, as their interests may appear. The Construction Manager shall pay Trade Contractors their just shares of insurance proceeds received by the Construction Manager, and by appropriate agreements, written where legally required for validity, shall require Trade Contractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 Trade Contractors and Sub-contractors with contract values of \$50,000 or more shall furnish Performance Bonds and Labor and Material Payment Bonds.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Project Work Order, the Construction Manager shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 Any Trade Contractor or Subcontractor with a contract value in excess of Fifty Thousand Dollars (\$50,000.00), before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to One Hundred percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to One Hundred percent of the full amount of the Contract Sum as Security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on Construction Manager's standard form and shall be issued by a surety satisfactory to the Construction Manager and Owner and shall name the Owner and Construction Manager as dual obligees-

§ 11.5 MISCELLANEOUS INSURANCE REQUIREMENTS

§ 11.5.1 All insurance coverage from the Construction Manager shall be provided by insurance companies having policy holder ratings no lower than "A-" and financial ratings not lower than "X" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

§ 11.5.2 The Construction Manager is responsible for determining that Trade Contractors and Subcontractors are appropriately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Trade Contractor or Subcontractor.

§ 11.5.3 The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Trade Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Trade Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Trade Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Trade Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Trade Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Trade Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Trade Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Trade Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Owner fails to notify the Trade Contractor and give the Trade Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Trade Contractor and to make a claim for breach of warranty. If the Trade Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall not be extended by corrective Work performed by the Trade Contractor pursuant to this Section 12.2.

§ 12.2.3 The Trade Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Trade Contractor nor accepted by the Owner.

§ 12.2.4 The Trade Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Trade Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Trade Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Trade Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract

Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Trade Contractor's liability with respect to the Trade Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Illinois.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Construction Manager shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Construction Manager shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Construction Manager shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Trade Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Construction Manager to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Construction Manager shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the appropriate Trade Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Construction Manager and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Unless otherwise agreed herein, interest shall be paid in accordance with the *Illinois Local Government Prompt Payment Act*.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Project Work Order within the time period specified by applicable law.

§ 13.8 REGULATIONS

§ 13.8.1 The Construction Manager and Trade Contractors shall comply with the non-discrimination federal, state and local laws, including without limitation:

§ 13.8.1.1 Equal Employment Opportunities Act, American with Disabilities Act and Human Rights Act. The Contractor acknowledges that this Contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that the Construction Manager and Trade Contractors have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vi) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Construction Manager and Trade Contractor agree to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Construction Manager and Trade Contractor further agree to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. The provisions of Section 14.2 are included in this Amendment pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Construction Manager and Trade Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law.

§ 13.8.1.2 In the event of the Construction Manager's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Construction Manager may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Construction Manager agrees as follows:

§ 13.8.1.2.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if

minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

§ 13.8.1.2.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

§ 13.8.1.2.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

§ 13.8.1.2.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

§ 13.8.1.2.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

§ 13.8.1.2.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contacting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

§ 13.8.1.2.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon the Construction Manager and any Trade Contractor or Subcontractor. In the same manner as with other provisions of this contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by such Trade Contractor or subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Trade Contractor or subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any Trade Contractor or Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 13.8.2 INCORPORATION BY OPERATION OF THE REGULATION

§ 13.8.2.1 All contract specifications furnished by any contracting agency, Bidders or Contractors shall contain the Equal Employment Opportunity Clause set forth in this Paragraph 13 and such clause shall be included as a material term of any contract; however, a contracting agency having published rules and regulations which govern all its contracts and which include the Equal Employment Opportunity Clause may incorporate such clause by reference in such agency's individual contracts or contract specifications. By operation of these Rules and Regulations, the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract whether or not such contract is in writing and regardless of whether said clause is physically incorporated therein.

§ 13.8.3 TRADE CONTRACTS/SUBCONTRACTS

§ 13.8.3.1 Each Trade Contractor and Subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in this Paragraph 13 in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such Subcontractors.

§ 13.8.4 Construction Manager and Trade Contractors shall execute the following certificates:

1. Certificate of Sexual Harassment Policy

2. Certificate of Drug-Free Workplace
3. Certificate of Bidder Eligibility
4. Non-Collusion Affidavit
5. Certificate of Prevailing Wage Payment

These Certificates shall become a part of and be considered as part of the Contract Documents.

§ 13.8.5 Illinois Department of Labor Requirements and Prevailing Wage Act. It shall be mandatory upon the Construction Manager to whom the Project is awarded and upon any Trade Contractors or Subcontractors thereof to pay all laborers, workman, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.

§ 13.8.6 Public Contract Fraud Act. Construction Manager agrees to comply with and that this Contract is subject to and governed by the Illinois Public Contract Fraud Act (30 ILCS 545/0.01).

§ 13.8.7 Public Construction Contract Act. Construction Manager agrees to comply with and that this Contract is subject to and governed by the Illinois Construction Contract Act (30 ILCS 557/1).

§ 13.8.8 Public Construction Bond Act. Construction Manager agrees to comply with and that this Contract is subject to and governed by the Illinois Public Construction Bond Act (30 ILCS 550/0.01). If the Trade Contractor furnishes material or labor on the Project, or assumes any Subcontracts for material or labor awarded or entered into by the Owner, Trade Contractor first shall supply and deliver to Owner a bond conditioned upon the completion of the Project, and the payment of such material and labor, as required by the Illinois Public Construction Bond Act. 30 ILCS 550/1 et seq.

§ 13.8.9 Public Works Contract Change Order Act. Construction Manager agrees to comply with and that this Contract is subject to and governed by the Illinois Public Works Contract Change Order Act (50 ILCS 525/1.)

§ 13.8.10 Drug Free Workplace. The Construction Manager certifies by the execution of this Contract that the Construction Manager will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act (30 ILCS 580/1 et seq.), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act.

§ 13.8.11 Bid Rigging and Rotating. The Construction Manager certifies that the Construction Manager is in compliance with Illinois law and not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the *Criminal Code of 1961* (720 ILCS 5/33).

§ 13.8.12 No tobacco use. In accordance with the state (105 ILCS 5/10-20.5b) and federal law and Board of Education Policy, tobacco use is prohibited on all School District property.

§ 13.8.13 DISCLOSURE OF CONTRACTOR OWNERSHIP INFORMATION

The Construction Manager, upon award of the Contract, shall disclose to the Owner, so that the Owner may comply with 105 ILCS 5/10-20.40, whether the Construction Manager and each Trade Contractor and Subcontractor is a locally owned business, minority owned business, female owned business, and/or business owned by a person with disabilities, as defined in the *Business Enterprise for Minorities, Females and Persons with Disabilities Act*.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONSTRUCTION MANAGER

§ 14.1.1 The Construction Manager shall not terminate the Work if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Construction Manager or a Trade Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Construction Manager. For any such delay or Work stoppage, the Owner shall reimburse the Construction Manager for any incurred General Conditions costs and proceed as set forth in Section 8.3.1 with regard to delays and extensions of time.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract

with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner reasonable costs of shut down, demobilization, termination, and damages..

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Construction Manager

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Trade Contractors for materials or labor in accordance with the respective agreements between the Construction Managers and Trade Contractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Construction Manager and the Construction Manager's surety, if any, seven days' written notice, terminate employment of the Construction Manager and may, subject to any prior rights of the surety:

- .1 Exclude the Construction Manager from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Construction Manager;
- .2 Accept assignment of Trade Contractors pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Construction Manager, the Owner shall furnish to the Construction Manager a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Construction Manager shall not be entitled to receive further payment until the Work is finished. Once the Work is finished, Construction Manager would be entitled to payment for services rendered through the date of termination.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Construction Manager in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall ~~may~~ be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Construction Manager is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Construction Manager shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Trade Contracts and purchase orders and enter into no further Trade Contracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Construction Manager out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. Notwithstanding the foregoing, the Contractor shall be entitled to an equitable adjustment in its fee and general conditions in the event of delays beyond its control as more specifically defined in Subparagraph 8.3.1.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Construction Manager and persons or entities other than the Owner.

§ 15.3 MEDIATION

§ 15.3.1 If the parties agree, claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 Mediation, 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 Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 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.

§ 15.3.4 Contractor and Owner retain all available legal remedies in the event of a claim or dispute.

§ 16 INCORPORATION OF CONTRACT TERMS WITH TRADE CONTRACTORS

Construction Manager agrees that it will be responsible to incorporate all of the terms and conditions herein, including all applicable amendments to this Master Agreement, with any and all of the Trade Contractors as well as any Subcontractors retained by Trade Contractors. Construction Manager acknowledges that it is the Owner’s intent that all of those terms and conditions herein specified as Construction Manager or Trade Contractor responsibilities, including all amendments to this Master Agreement, will be adhered to by the Construction Manager and all Trade Contractors performing any Work on this Project as applicable.

G:\WP51\COMMON\SD1\SD103L\AGR\AIA A201 2007 (WORKING DRAFT 1.20.16 JEF).DOC



DRAFT AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Lincolnshire Prairie View School District 103
Additions and Renovations to Half Day and Laura Sprague Schools

THE OWNER:

(Name and address)

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

THE ARCHITECT:

(Name and address)

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

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

FINAL R: 29Feb16

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.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

INDEX

(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5.1, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1,
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,
5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10,
8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,
12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1,
9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**,
15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.4.6.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,
15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract
Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9

Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4,
10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,
9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,
9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, The
1.1.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4,
9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,
15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,
8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2,
15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Defective Work, Definition of

3.5.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3.1, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1,
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,
9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1,
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1,
10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7

Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.4.1.4
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.4.1.5
Insurance Companies, Settlement with
11.4.10
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,
13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6,
4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1,
9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3,
11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12,
3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,
9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,
14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 15.2.8

Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**,
15.4.1

Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1,
10.3.2, 11.3.1

Mutual Responsibility
6.2

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,
9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3,
13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1,
9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14,
15.2.8, 15.4.1

Notice of Claims
3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4

Notice of Testing and Inspections
13.5.1, 13.5.2

Observations, Contractor's
3.2, 3.7.4

Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,
13.5.2, 14.3.1

OWNER
2

Owner, Definition of
2.1.1

Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1,
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance
11.2

Owner's Loss of Use Insurance
11.3.3

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.4, 14.2.2

Owner's Right to Clean Up
6.3

**Owner's Right to Perform Construction and to
Award Separate Contracts**
6.1

Owner's Right to Stop the Work
2.3

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2

**Ownership and Use of Drawings, Specifications
and Other Instruments of Service**
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1,
4.2.12, 5.3.1

Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5

Patching, Cutting and
3.14, 6.2.5

Patents
3.17

Payment, Applications for
4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5,
9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5,
12.3.1, 13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION
9

Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8,
14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
**PERSONS AND PROPERTY, PROTECTION
OF
10**
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of the
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
**PROTECTION OF PERSONS AND PROPERTY
10**
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
15.2.8, 15.4
Rejection of Work
3.5.1, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
**Review of Contract Documents and Field
Conditions by Contractor**
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4,
6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2,
12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7,
12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of the
1.1.6
Specifications, The
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8,
14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.4.5, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3,
12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5.1, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 11.4.9, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE
CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,
9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1,
10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1,
9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3,
11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2,
15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF
WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 11.4.7, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1,
13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.4.5, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,
9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**,
14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2,
14.3.1, 15.1.2



ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the A134-2009 Master Agreement between Owner and Construction Manager, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Bid Documents, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Architect and Construction Manager shall each, however, be entitled to performance and enforcement of obligations under the other's Contract intended to facilitate performance of their respective duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 Should discrepancies appear within the Contract Documents, the Construction Manager or Trade Contractor shall request an interpretation from the Architect before proceeding with the work. If the appropriate Trade Contractor fails to make such request through the Construction Manager to the Architect, no excuse will thereafter be entertained for failure to carry out Work in the required manner, and to provide required guarantees, warranties, or bonds. Should Drawings and Specifications conflict, the appropriate Trade Contractor is deemed to have estimated on better quality and larger quantity of work, unless he shall have requested and obtained written decision from the Architect before submission of bid as to which method or materials will be required.

§ 1.2.1.2 Execution of the Contract by the Trade Contractor is a representation that the Trade Contractor has carefully examined the Contract Documents and the site, and represents that the Trade Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters that may in any way affect the Work or its performance. The Trade Contractor further represents that as a result of such examinations and investigations, the Trade Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable ordinances, laws, regulations, rules and the Illinois Health/Life Safety Code as they apply to the Work, and that the Trade Contractor will abide by the same. Claims for additional time or additional compensation as a result of the Trade Contractor's failure to follow the foregoing procedures and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Construction Manager in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3.1 In the event of conflicting provisions among the Contract Documents that were not called to the Owner's or the Architect's attention prior to award of the Trade Contract, the Architect shall determine which of the conflicting requirements shall govern, generally taking as a guideline the more stringent requirement or more expensive material, unless, in the opinion of the Architect, another requirement is more appropriate. The Architect's decision shall be final in such case, and the Architect's decision shall not be further reviewable by arbitration or by litigation.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 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 will retain all common law, statutory and other reserved rights, including copyrights. The Construction Manager, Trade Contractors, Sub-contractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Construction Manager, Trade Contractors, Sub-contractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Construction Manager, Trade Contractors, Sub-contractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.5.4 If the Trade Contractors find any details, construction procedures or materials shown on the Drawings or called for in the Specifications which it believes are not satisfactory for the use shown, it shall so notify the Construction Manager, who shall notify the Architect at least five (5) days before bids are due. Signing the Trade Contract and starting Work by a Trade Contractor shall indicate its agreement with all details, construction procedures, and materials so shown and/or specified and shall indicate its willingness to construct the Project in strict accordance with these Documents and to guarantee the complete Project in full compliance with the warranty provisions of the Contract Documents and/or Project Work Order. By executing a Trade Contract, the Trade

Contractor further acknowledges that it has satisfied itself as to the nature and location of the work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power and roads. Any failure by a Trade Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from any obligations with respect to the Trade Contract.

§ 1.5.5 If Work is required in a manner to make it impossible to produce Work of the quality required by the Contract, or should discrepancies appear among the Contract Documents, the Trade Contractor shall request in writing an interpretation from the Architect before proceeding with the Work. If the Trade Contractor knowingly fails to make such a request, the Architect shall determine the quality of the Work required, consistent with the Contract Documents, or which of the conflicting requirements shall govern. The Trade Contractor shall perform the Work at no additional cost to the Owner in accordance with the Architect's determination.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties 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, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Board of Education of Lincolnshire Prairieview School District No. 103, Lake County, Illinois, ("Board of Education" or "Owner") is the Owner, and by majority vote, is the only representative having the power to enter into or amend a contract, to approve modifications in the scope of Work, to approve and execute a Change Order or Construction Change Directive

In order to minimize potential disruptions to the work schedule, the Board of Education delegates the following levels of authority regarding Changes in the work:

1. Assistant Superintendent for Business: Change orders up to \$10,000
2. Superintendent: Change orders up to \$25,000
3. Board liaisons to the project (consisting of two board members): Change orders up to \$50,000
4. Change Orders in excess of \$50,000 shall require approval of the entire Board of Education at its next regularly scheduled meeting, unless such changes are time sensitive, in which case such changes will require an emergency meeting of the Board of Education.
5. Written documentation of all change orders per this paragraph regardless of amount shall be submitted to the Board at its next scheduled meeting.

§ 2.1.2 Intentionally deleted.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Intentionally deleted.

§ 2.2.2 Except for permits and fees that are the responsibility of the Trade Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations which are known to the Owner for the site of the Project, soil reports and subsurface investigations and, other information when requested in writing by the Construction Manager before the start of the Work, a legal description of the site. The Construction Manager and Trade Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager and Trade Contractor's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services and the

Construction Manager shall be entitled to rely upon the accuracy and completeness thereof, but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.5 Trade Contractor shall distribute copies of all Plans, Specifications, Addenda and Construction Change Directives to all Trade Contractors.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Trade Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Construction Manager or Owner through the Construction Manager may issue a written order to the Trade Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Construction Manager or Owner to exercise this right for the benefit of the Trade Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Trade Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner through Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Trade Contractor the reasonable cost of correcting such deficiencies, including Owner's and Construction Manager's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure, ~~plus an additional 15%.~~ Such action by the Owner and amounts charged to the Trade Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Trade Contractor are not sufficient to cover such amounts, the Trade Contractor shall pay the difference to the Owner or Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER

§ 3.1 GENERAL

§ 3.1.1 The Construction Manager is the person or entity identified as such in the A134 Master Agreement and is referred to throughout the Contract Documents as if singular in number. The Construction Manager shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Construction Manager shall designate in writing a representative who shall have express authority to bind the Construction Manager with respect to all matters under this Contract. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

§ 3.1.2 The Construction Manager and Trade Contractor shall perform its Work in accordance with the Contract Documents.

§ 3.1.3 The Construction Manager or Trade Contractor shall not be relieved of obligations to perform its Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, activities of the Owner conducted in accordance with the Contract Documents, or by tests, inspections or approvals required or performed by persons or entities other than the Construction Manager.

§ 3.1.4 The Construction Manager represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it is able to furnish or secure the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that it is authorized to do business in the State of Illinois and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 that the execution of the Contract and its performance thereof are within its duly authorized powers.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Construction Manager is a representation that the Construction Manager has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Construction Manager shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the appropriate Trade Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Trade Contractor as a request for information in such form as the Architect may require. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a contractor and not as a licensed design professional.

§ 3.2.3 The Construction Manager is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.2.4 If the Trade Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Trade Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Trade Contractor shall make Claims as provided in Article 15. If the Trade Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, made through the Construction Manager, the Trade Contractor shall pay such costs and damages to the Owner as would have been avoided if the Trade Contractor had performed such obligations. If the Trade Contractor performs those obligations, the Trade Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

3.2.5 The Construction Manager is not responsible for the sufficiency of the Architect's design meeting the Owner's intended purpose.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Construction Manager shall supervise and direct the Work, using the Construction Manager's professional skill and care. The Construction Manager shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Construction Manager shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Construction Manager determines that such means, methods, techniques, sequences or procedures may not be safe, the Construction Manager shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Construction Manager is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Construction Manager, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

The Construction Manager shall engage Trade Contractors who shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full time supervision of the approved superintendent described in Section 3.9.3.

§ 3.3.2 The Construction Manager and Trade Contractors shall be responsible to the Owner for acts and omissions of their respective employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Construction Manager or any of its Trade Contractors.

§ 3.3.3 The Construction Manager shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Trade Contractor shall provide and pay for labor eligible to work in accordance with State and federal law, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Trade Contractor may make substitutions only with the prior written consent of the Owner, obtained through the Construction Manager, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Construction Manager and Trade Contractors shall enforce strict discipline and good order among the Trade Contractor's employees and other persons carrying out the Work. Neither the Construction Manager nor Trade Contractor shall permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 Whenever any provisions of the Contract conflict with any agreements or regulation of any kind in force among members of any union which regulate what work shall be included in the work of particular trades, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay or cost to the Owner and without recourse to the Architect or the Owner.

§ 3.4.5 Prevailing Wage Rates. Contractor and all Subcontractors shall comply with all requirements of the *Illinois Prevailing Wage Act*, including paying all workmen, laborers, and mechanics not less than the general prevailing rate of wages for work of a similar character as detailed in the "Minimum Wage Schedule," as required by 820 ILCS 130, *et seq.* Trade Contractor shall defend and indemnify the Owner from and against any claim or liability arising from Trade Contractor's, or its Subcontractor's, failure to fully comply with the *Prevailing Wage Act* and regulations promulgated by the Illinois Department of Labor.

§ 3.4.6 Criminal Background Checks. Prior to allowing any of its employees to perform work on Owner's property, the Trade Contractor agrees to provide the Owner with evidence that each employee was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9 and a certification that such persons are not listed on the State Sex Offender Registry and that such persons have no criminal convictions for the offenses listed in 105 ILCS 5/21B-80. The Trade Contractor shall require its Subcontractors to provide the same evidence and certification. In the event the Trade Contractor fails to comply with this paragraph, and as a result a claim is instituted by or on behalf of a student for harm caused by an employee of the Trade Contractor (or its Subcontractor), the Trade Contractor agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claims.

§ 3.5 WARRANTY

The Construction Manager and Trade Contractor warrant to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Construction Manager and Trade Contractor further warrant that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Construction Manager's and Trade Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Trade Contractors, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Construction Manager and Trade Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1 All Work, unless extended elsewhere herein, shall be guaranteed against defect in material and workmanship by the Trade Contractor and all Trade Subcontractors for a period of two (2) years from the date of substantial completion of such Trade Contractors or Trade Subcontractors' work as established by the Certificate of Substantial Completion.

§ 3.5.2 The Trade Contractor and all Subcontractors agree to assign, or cause to be assigned, to the Owner, at the Time of Final Completion of the Work, to be effective no later than the Time of Final Completion, any and all manufacturer's warranties relating to materials and labor used in the Work, and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties. Construction Manager shall coordinate the collection of such warranties, which will be submitted prior to Final Payment.

§ 3.6 TAXES

The Owner is exempt from federal, state, and local sales and excise taxes because it is a public body. To the extent Owner is not tax exempt, Trade Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Trade Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 The Construction Manager shall assist the Architect and Owner in securing all permits, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when bids are received.

§ 3.7.2 Without assuming any design responsibilities, the Construction Manager shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If applicable, the Construction Manager shall assist in the procurement of all bonds required of the Owner by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Construction Manager shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Construction Manager shall also obtain and pay all charges for all approvals for street closings, traffic control, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Trade Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Trade Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. If the Trade Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Trade Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Trade Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Trade Contractor shall promptly provide notice to the Construction Manager, who shall then notify the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Trade Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Construction Manager in writing, stating the reasons and the Construction Manager shall notify the Trade Contractor. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Trade Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Trade Contractor shall immediately suspend any operations that would affect them and shall notify the Construction Manager, who shall then notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Trade Contractor shall

continue to suspend such operations until otherwise instructed by the Owner, through the Construction Manager, but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Trade Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, through the Construction Manager, but the Trade Contractor shall not be required to employ persons or entities to whom the Trade Contractor has reasonable objection, unless required to do so by the terms of the Contract Documents

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Trade Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Trade Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Trade Contractor Sum but not in the allowances ~~not to exceed 10%~~; and
- .3 whenever costs are more than or less than allowances, the Trade Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1.

§ 3.8.3 Upon written request by the Trade Contractor, through the Construction Manager, no later than seven (7) days in advance, materials and equipment under an allowance shall be selected by the Owner with reasonable promptness so as not to delay progress of the Work

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Construction Manager, and communications given to the superintendent shall be as binding as if given to the Construction Manager.

§ 3.9.2 The Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Construction Manager shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONSTRUCTION MANAGER'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Construction Manager, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Construction Manager's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Construction Manager's schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.2 The Construction Manager shall prepare and keep current, for the Architect's record only, a schedule of submittals (the "Submittal Schedule") which is coordinated with the Construction Manager's Construction Schedule and allows the Architect reasonable time, as indicated in the Contract Documents, to review submittals. The Architect's approval shall not unreasonably be delayed or withheld. Neither the Construction Manager's preparation of the Submittal Schedule nor the Architect's receipt or review shall modify the Construction Manager's responsibility to make required submittals or to do so in a timely manner to provide for review in accordance with

Section 4.2.7 as modified herein. § 3.10.3 The Trade Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Construction Manager shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Trade Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Trade Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Trade Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals, Shop Drawings, Product Data, Samples and similar submittals shall be provided by the Trade Contractor to the Construction Manager, who shall deliver the same to the Architect. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 Trade Contractor shall review for compliance with the Contract Documents, approve and submit, through the Construction Manager, to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Trade Contractor represents to the Owner and Architect that the Trade Contractor has (1) reviewed and approved them-(2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents-

§ 3.12.7 The Trade Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Trade Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Trade Contractor has, through the Construction Manager, specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Trade Contractor shall not be relieved of responsibility for its errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof

§ 3.12.9 The Trade Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Trade Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Trade Contractor needs to provide such services in order to carry out the Trade Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Trade Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Trade Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Trade Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and 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, provided the Owner and Architect have specified to the Trade Contractor, through the Construction Manager, all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Construction Manager shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Construction Manager shall endeavor to ensure that the Work, at all times, is performed in a manner that affords Owner and its guests and invitees safe and reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Construction Manager shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.1 The Construction Manager shall require Trade Contractor and Subcontractors to operate and maintain sump pumps as necessary to prevent water damage to the Work or Owner's adjacent property. The Trade Contractor and Subcontractors shall also endeavor to maintain Owner's existing buildings impacted by the Work in weather tight condition to prevent water infiltration during the construction period. Trade Contractor and Subcontractors shall be responsible for repairing or remediating any damage caused by failure to fulfill these responsibilities as a Cost of the Work.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Trade Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Trade Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Trade Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Trade Contractor shall not unreasonably withhold from the Owner or a separate contractor the Trade Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Trade Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Trade Contractor shall remove waste materials, rubbish, the Trade Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Trade Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof plus 15% shall be charged to the Trade Contractor by deductive Change Order.

§ 3.16 ACCESS TO WORK

The Construction Manager shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Trade Contractor shall pay all royalties and license fees. The Trade Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, including, but not limited to attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Trade Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Trade Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, and not to any extent that would render this section void or unenforceable, the Construction Manager shall waive and release claims against and indemnify and hold harmless the Owner, the Architect, and their agents, employees and consultants (hereinafter referred to as the "Indemnitees") from all Exposure and all Expenses from claims arising out of the Work. As used in this section, "Exposure" means any claim, damage, loss, liability or expense arising out of or resulting from the performance of the Work and attributable to bodily illness, sickness, death, injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, to the extent arising out of or resulting from the Construction Manager's negligent acts or omissions and including any injury or damages incurred upon the failure of or the use or misuse by any trade contractor or subcontractor of any rigging, blocking, scaffolding, or other mechanical contrivance, whether or not furnished by the Owner; "Expenses" means and includes, but is not limited to, all attorney's fees and costs incurred in defending any Exposure or in bringing an action to enforce the provisions of this section. The Construction Manager's obligation under this indemnity is not limited by any limitation on the Construction Manager's liability under any provision of law or any rule of decision. The foregoing liability of the Construction Manager shall extend to any amount that any of the Indemnitees is required to pay in excess of the Indemnitee's pro rata share of the common liability (as that term is used in the Illinois Joint Tortfeasors Contribution Act) for an Exposure. In addition to any other obligation to procure insurance pursuant to this Agreement, the Construction Manager shall obtain insurance naming the Indemnitees as additional insureds and (a) insuring the Construction Manager's obligation pursuant to this paragraph, and (b) insuring the Indemnitees for any amount they may be required to pay for any Exposure and Expenses relating to any Exposure, not limited by any limitation imposed by law on indemnification. The Construction Manager, Trade Contractor's and Sub-contractors waive any right of contribution or indemnity against any of the Indemnitees under any doctrine of indemnity or the Illinois Joint Tortfeasors Contribution Act, except to the extent any claim arises out of the act or neglect of an Indemnitee. The Indemnitees' rights under this section shall survive any termination of this Agreement and continue after final payment. The Construction Manager shall contractually require that the obligations of this Section shall apply equally to all Trade Contractors retained by the Construction Manager, including subcontractors.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Construction Manager, Trade Contractor or a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The Owner shall cause any other contractor who may have a contract with the Owner to perform construction or installation Work in the areas where the Work will be performed under the Owner/Construction Manager agreement to agree to indemnify the Owner and Construction Manager and hold them harmless from all claims for bodily injury and property damage that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to the Construction Manager.

3.18.4 The obligations of the Construction Manager under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of the (1) the preparation

or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

§ 3.19 Antitrust Violations. To permit the Owner to recover damages suffered in antitrust violations, Construction Manager hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *et seq.*

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. However, if during a site visit the Architect observes an obvious unsafe condition, the Architect shall promptly notify the affected Contractor or Subcontractor, Construction Manager and the Owner of such condition.

§ 4.2.3 -On the basis of the site visits, the Architect will keep the Owner and Construction Manager reasonable informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Project Work Order and from the most recent construction schedule submitted by the Construction Manager, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Trade Contractor's failure to perform the Work in accordance with the requirements of the Project Work Order. The Architect will have no control over or charge of and will not be responsible for acts or omissions of the Trade Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The appropriate Trade Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of such Trade Contractor.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and Construction Manager shall endeavor to communicate with each other and the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Trade Contractors and material suppliers shall be through the Construction Manager. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Construction Manager's Applications for Payment, the Architect will review and certify the amounts due the Construction Manager and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, 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 Trade Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Trade Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness, so as not to delay progress of the Work, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Trade Contractor as required by the Contract Documents. The Architect's review of the Trade Contractor's submittals shall not relieve the Trade Contractor of the obligations under Sections 3.3, 3.5 and 3.12. 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. The Trade Contractor shall provide such submittals to the Architect, through the Construction Manager, in a timely manner to allow for the Architect's reasonable prompt review and to allow for timely ordering of components of the Work to affect no delay in the Work.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Construction Manager pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by the Owner, the Construction Manager, and Trade Contractor

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness so as not to delay the progress of the Work or cause Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 TRADE CONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Trade Contractor is a person or entity who has a direct contract with the Construction Manager to perform a portion of the Work at the site. The term “Trade Contractor” is referred to throughout the Contract Documents as if singular in number and means a Trade Contractor or an authorized representative of the Trade Contractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-contractor is a person or entity who has a direct or indirect contract with a Trade Contractor to perform a portion of the Work at the site. The term “Sub-contractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-contractor or an authorized representative of the Sub-contractor.

§ 5.2 AWARD OF TRADE CONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work.

§ 5.2.2 The Construction Manager, on behalf of Owner, shall not contract with a proposed person or entity to whom the Owner or Architect has made an objection. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has made reasonable objection.

§ 5.2.3 If the Owner or Architect has objection to a person or entity proposed by the Construction Manager, the Construction Manager shall propose another to whom the Owner or Architect has no objection. If the proposed but rejected Trade Contractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Trade Contractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Construction Manager has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Construction Manager shall not substitute a Trade Contractor, person or entity previously selected without written approval of the Owner.

§ 5.3 TRADE CONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Construction Manager shall require each Trade Contractor, to the extent of the Work to be performed by the Trade Contractor, to be bound to the Construction Manager by terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities, including the responsibility for safety of the Trade Contractor’s Work, which the Construction Manager, by these Documents, assumes toward the Owner and Architect. Each Trade Contractor’s agreement shall preserve and protect the rights of the Owner, Construction Manager, and Architect under the Contract Documents with respect to the Work to be performed by the Trade Contractor so that contracting thereof will not prejudice such rights, and shall allow to the Trade Contractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Construction Manager that the Construction Manager, by the Contract Documents, has against the Owner. Where appropriate, the Construction Manager shall require each Trade Contractor to enter into similar agreements with Sub-contractors. The Construction Manager shall make available to each proposed Trade Contractor, prior to the execution of the contract agreement, copies of the Contract Documents to which the Trade Contractor will be bound, and, upon written request of the Trade Contractor, identify to the Trade Contractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Trade Contractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-contractors.

§ 5.3.2 The Construction Manager shall be responsible for the supervision and coordination of any and all Trade Contractors working under it. The Construction Manager shall require that any Trade Contractors carry insurance for themselves that fully complies with the Construction Manager’s insurance requirements in Article 11.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these..

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with separate contractors, the Owner shall be deemed to be subject to the same obligations and have the same rights that apply to the Construction Manager under the Conditions of the Contract, including without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Construction Manager shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Trade Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Trade Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Trade Contractor shall, prior to proceeding with that portion of the Work, promptly report in writing to the Architect, the Construction Manager and Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Trade Contractor so to report apparent discrepancies or defects shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Trade Contractor's Work, except as to defects not then apparent..

§ 6.2.3 The Trade Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Trade Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Construction Manager or Trade Contractor for costs the Construction Manager or Trade Contractor incur because of a separate contractor's delays, improperly timed activities, damage to the Work, or defective construction.

§ 6.2.4 The Trade Contractor shall promptly remedy damage the Trade Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5. If any party sues the Construction Manager, Owner and/or Architect on account of any injury caused by the Trade Contractor, including, but not limited to, damage to property or person or monetary damages due to defects or errors in the Work or timing or coordination of the Work, then the Construction Manager, Owner and/or Architect shall notify the responsible Trade Contractor who shall defend such proceedings, and, if any judgment or award against the Construction Manager, Owner and/or Architect arises therefrom, the Trade Contractor shall pay or satisfy it and shall reimburse the Owner and/or Architect for all attorneys' fees and court costs incurred.

§ 6.2.5 The Owner's separate contractors shall have the same responsibilities for cutting and patching as described for the Trade Contractor.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Trade Contractors separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may direct the Construction Manager to clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Construction Manager; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Trade Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Construction Manager and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 In determining adjustments to the Contract Sum, Section 7.3.3 shall apply.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Authorization provides for an adjustment to the Contract Sum, the adjustment shall be based on the total sum of the following:

- .1 The trade contractor's costs as permitted by the Trade Contractors contract with the Construction Manager.
- .2 The Cost of the Work as defined in Article 6 of the Owner/Construction Manager Agreement for the Change in the Work;
- .3 For Change Orders which do not impact the Substantial Completion Date, actual increase in reimbursable costs attributable to the change.
- .4 For Change Orders which do impact the Substantial Completion Date, the Construction Manager's staff labor costs, staff support, and general requirements shall be subject to an equitable adjustment, and;
- .5 The Construction Manager's Fee as described in Subparagraph 5.1.2 of the Owner/Construction Manager Agreement

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Trade Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Trade Contractor shall promptly proceed with the change in the Work involved and through the Construction Manager advise the Architect of the Trade Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Trade Contractor indicates the Trade Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Upon resolution of exact Scope, Contract Sum change, and Contract time change, a Change Order shall be prepared incorporating the Construction Change Directive.

§ 7.3.7 If the Trade Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Trade Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Construction Manager to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Construction Manager may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Construction Manager agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Trade Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Construction Manager or Trade Contractor is delayed at any time in the commencement or progress of the Work by a wrongful act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by any event covered under the builder's risk "all-risk" policy described in section 11.3; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 In no event shall any delays or extensions of time be construed as automatic cause of justification for payment of extra compensation to the Construction Manager or Trade Contractor. Any claim for any increase of the Contract Sum shall be made in writing to the Architect within twenty (20) days of the event of expenditure or when the event was recognized.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Construction Manager or Trade Contractor for performance of the Work under the Contract Documents

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, each Trade Contractor shall submit to the Architect, through the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Construction Manager shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Construction Manager's right to payment as the Owner or Architect may require, such as copies of requisitions from Trade Contractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Trade Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Trade Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Trade Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Construction Manager warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Construction Manager further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Construction Manager's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Construction Manager, the Trade Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§9.3.4 Before each certificate for payment is issued, the Construction Manager shall furnish to the Architect a complete statement of the amounts due to Trade Contractors, Material Suppliers, and for his own materials on AIA Document G702 and G703 "Application and Certificate for Payment". The Construction Manager shall also be required to provide certified payroll records pursuant to the *Prevailing Wage Act* as a condition of receiving final payment.

§9.3.5 The first payment shall be accompanied by the Construction Manager's partial waiver of lien only. Each subsequent monthly payment request shall be accompanied by the Construction Manager's partial waiver and the partial waivers of Trade Contractors and Material Suppliers who were included in the immediate preceding payment request to the extent of that payment, (i.e., the Construction Manager must submit partial waivers on a current basis, but Subcontractors and Material Suppliers may be not more than one payment late with their partial waivers). Application for final payment shall be accompanied by final waivers of lien from the Construction Manager, Trade Contractors, Subcontractors and Material Suppliers who have not previously furnished such final waivers.

§ 9.4 CERTIFICATES FOR PAYMENT

§9.4.1 The Architect will, within seven days after receipt of the Construction Manager's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, and upon the exercise of professional skill and care, the Architect states that 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 to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect in writing to the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Construction Manager and Trade Contractor are entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Trade Contractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager/Trade Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Construction Manager or Trade Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Construction Manager and Owner as provided in Section 9.4.1. If the Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for

Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Construction Manager or Trade Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Trade Contractor;
- .3 failure of the Construction Manager to make payments properly to Trade Contractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest shall be paid on payments withheld under this paragraph. The Architect's determination as to the issuance of withholding of, or the amount of payment reflected by Certificates of Payment, shall be final and binding.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Trade Contractor and to any Sub-contractor or material or equipment suppliers to whom the Trade Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further payment to Construction Manager to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover any damages pursuant to Article 15, below. The Owner shall not be deemed in default by reason of withholding payment as provided for in the Contract Documents.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, and Owner approves that Certificate, the Owner shall make payments for undisputed amounts in accordance with the provisions of the *Illinois Local Governmental Prompt Payment Act* and interest shall be paid on unpaid sums as provided therein.

§ 9.6.2 The Construction Manager shall pay each Trade Contractor no later than seven days after receipt of payment from the Owner the amount to which the Trade Contractor is entitled, reflecting percentages actually retained from payments to the Construction Manager on account of the Trade Contractor portion of the Work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to Sub-contractors in a similar manner.

§ 9.6.3 The Architect will, on request through Construction Manager, furnish to a Trade Contractor, if practicable, information regarding percentages of completion or amounts applied for by the Construction Manager and action taken thereon by the Architect and Owner on account of portions of the Work done by such Trade Contractor.

§ 9.6.4 The Owner has the right to request written evidence from the Construction Manager that the Construction Manager has properly paid Trade Contractors and material and equipment suppliers amounts paid by the Owner to the Construction Manager for subcontracted Work. If the Construction Manager fails to furnish such evidence within seven days, the Owner shall have the right to contact Trade Contractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Trade Contractors, except as may otherwise be required by law.

§ 9.6.5 Construction Manager payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless Trade Contractor provides the Owner with a payment bond in the full penal sum of the Trade Contractor's Contract Sum, payments received by the Construction Manager for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Construction Manager for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Construction Manager, shall create any fiduciary liability or tort liability on the part of the Construction Manager for breach of trust or shall entitle any person or entity to an award of punitive damages against the Construction Manager for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If, through no fault of the Construction Manager, the Owner does not issue payment within thirty (30) days of the date specified at Section 7.1.3 of the A133, interest shall then begin to accrue as set forth at Section 13.6, below. If the Owner fails to make payment within ninety (90) days, the Construction Manager may, upon seven days written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Construction Manager's and Trade Contractors' reasonable costs of shut down, delay, and start up.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Construction Manager considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, and reasonably safe for its intended use by the Owner or other expected or intended users, the Construction Manager shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Trade Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Construction Manager's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Construction Manager's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Trade Contractors shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Construction Manager shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Trade Contractors shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Construction Manager for their written acceptance of responsibilities assigned to them in such Certificate.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Construction Manager have accepted in writing the

responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Construction Manager considers a portion substantially complete, the Construction Manager shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Construction Manager to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Construction Manager or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Construction Manager's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed and approved by the Owner, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief based upon the exercise of professional skill and care, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Construction Manager and Trade Contractors and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Construction Managers being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Construction Manager and Trade Contractors submit to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Construction Manager knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Trade subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner and Construction Manager against such lien. If such lien remains unsatisfied after payments are made, the Construction Manager or Trade Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Construction Manager or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Construction Manager and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Construction Manager to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any claims by the Owner against the Trade Contractor. The making of final payment shall constitute a waiver of Claims by the Owner against the Construction Manager, except those arising from:

- .1 Liens, Claims, security interests, or encumbrance arising out of the Contract and unsettled.
- .2 Failure of the Work to comply with the requirements of the Contract Documents, or

.3 Terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Construction Manager, a Trade Contractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons, including visitors, invitees and students who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Construction Manager or the Trade Contractors, or Sub-contractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Construction Manager shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Construction Manager shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Construction Manager shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Construction Manager shall promptly remedy damage and loss (other than damage or loss insured under Construction Manager's insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Construction Manager, a Trade Contractor, a Sub-contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Construction Manager is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Construction Manager. The foregoing obligations of the Construction Manager are in addition to the Construction Manager obligations under Section 3.18.

§ 10.2.6 The Construction Manager shall designate a responsible member of the Construction Manager's organization at the site whose duty shall be the prevention of accidents. This person shall be the Construction Manager's superintendent unless otherwise designated by the Construction Manager in writing to the Owner and Architect.

§ 10.2.7 The Construction Manager or Trade Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.7.1 The performance of the foregoing services by the Construction Manager shall not relieve the Trade Contractors and Sub-contractors of their responsibilities for the safety of persons and property and for compliance

with all Federal, State and local statutes, rules, regulations and orders of any governmental authority, and common law duties applicable to the conduct of the Work.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Construction Manager and Trade Contractors are responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Trade Contractor or Construction Manager encounter a hazardous material as defined by CERCLA not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Trade Contractor or Construction Manager, the Trade Contractor or Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect through the Construction Manager in writing.

§ 10.3.2 Upon receipt of the Construction Manager's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Trade Contractor or Construction Manager and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Construction Manager. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Construction Manager's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 If a loss occurs after material identified in 10.3.1 by the Trade Contractor or Construction Manager has been rendered harmless by the Owner, or, if a loss occurs due to exposure to hazardous materials known to the Owner to be present and pre-existing at the Project site and which has not been rendered harmless by the Owner, then to the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Trade Contractor and Construction Manager, Architect, Architect's consultants, and agents and employees of any of them from and against any claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party, or employee or agent of the party, seeking indemnity. Notwithstanding anything contained herein to the contrary, it is understood that the Construction Manager is not assuming any liability for pre-existing hazardous material at the Project site whether known or unknown.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Construction Manager or Trade Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Construction Manager's or Trade Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Construction Manager or Trade Contractor, as appropriate, shall indemnify the Owner for the cost and expense the Owner incurs (1), for remediation of a material or substance the Construction Manager or Trade Contractor brings to the site and negligently handles, or (2) where the Construction Manager or Trade Contractor

fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without any negligence on the part of the Construction Manager or Trade Contractor, the Construction Manager or Trade Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Construction Manager or Trade Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Construction Managers shall act, at the Construction Manager's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Construction Manager on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.1 In an emergency affecting the safety of persons or property of any of the Owner's facilities or Owner's occupied portions of the Work, the Owner may take such actions as are necessary, without prior notices to the Construction Manager or Trade Contractors, to protect and preserve the Owner's interests. If the emergency is attributable, in whole or in part, to any action or inaction of the Construction Manager, or any of the Trade Contractors as appropriate, the Construction Manager or Trade Contractors as appropriate shall be liable for all costs and expenses, including professional fees, incurred by the Owner in remediating such emergency and such costs and expenses may be, at the Owner's option, deducted from the Construction Manager or Trade Contractor's Contract Sum

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONSTRUCTION MANAGER'S LIABILITY INSURANCE

§ 11.1.1 The Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Construction Manager and Owner from claims set forth below which may arise out of or result from the Construction Manager operations and completed operations under the Contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by a Trade Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Construction Manager's obligations under Section 3.18.

§ 11.1.2.1 Such insurance shall be primary and shall be written to include the following coverages and for not less than the following minimum limits or greater if required by law.

- .1 Worker's compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability:

Bodily Injury by Accident - each accident	\$ 1,000,000.00
Bodily Injury by Disease - each employee	\$ 1,000,000.00
Bodily Injury by Disease - each policy limit	\$ 1,000,000.00

2. Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
- (b) Property Damage:
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
- (c) Products and Completed Operations to be maintained for 1 year after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned Period.
- (d) Property Damage Liability insurance will provide X, C or U coverage.
- (e) Contractual Liability (Hold Harmless Coverage):
- Bodily Injury:
- | | |
|-----------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
|-----------------|-----------------|
- Property Damage:
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
- (f) Personal Injury (Employment Exclusion deleted, if applicable)
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |

3. Umbrella Liability over primary insurance with \$10,000 retention: \$10,000,000.00.

4. Automobile Liability (owned, non-owned, hired):

- (a) Bodily Injury:
- | | |
|------------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
- (b) Property Damage:
- | | |
|-----------------|-----------------|
| Each Occurrence | \$ 1,000,000.00 |
|-----------------|-----------------|

§ 11.1.3 Certificates of Insurance for the above coverages shall be submitted to the Architect and Construction Manager for transmittal to the Owner for his approval prior to the start of construction. Attached to the required Certificate, Construction Manager must provide AIA Document G715; specifically setting forth evidence of all coverage required by Article 11. The Construction Manager shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each Trade Contractor and Subcontractor before their work commences. Trade Contractors shall provide the minimum coverages shown in Exhibit A attached. Each Trade Contractor and Subcontractor's insurance shall be primary and shall cover the Owner, Construction Manager, Architect, their agents and employees as "additional insured". If the "additional insureds" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. Construction Manager's certificates shall be in duplicate on standard Acord forms

§ 11.1.3.1 Coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning cancellation of coverage shall be furnished by the Construction Manager with reasonable promptness in accordance with the Construction Manager information and belief.

§ 11.1.3.2 The obligations of the Construction Manager under the provisions of this article shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

§ 11.1.4 The Construction Manager shall cause the comprehensive general and umbrella liability coverage required by the Contract Documents to include (1) the Owner its officials, employees, agents and volunteers, as additional insureds.

§ 11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. If Owner hires separate contractors to perform work for, or in or around, the Project, it shall require in its contracts with each separate contractor that Construction Manager and its officers, directors, partners, members, employees and agents shall be (i) named as an additional insured on a primary, non-contributory basis to any commercial general liability, pollution liability and excess liability insurance policies and (ii) provided a waiver of subrogation on all workers compensation and professional liability insurance policies.

11.2.2 The Owner shall be responsible for notifying Construction Manager when any Other Contractor's (as defined in Section 11.2.1) Work is to be included in the value of the Builder's risk insurance required of the Construction Manager in accordance with Section 11.3. Before the Project commences, Owner shall provide written notice to Construction Manager indicating the nature of any Other Contractor's work, the value of such work to be insured and the Other Contractor's name. Neither Construction Manager nor its insurer(s) shall be responsible for any direct or consequential loss arising out of Other Contractors' property if notification has not been made in accordance with this paragraph.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk all risk or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall cover the Work and property and be maintained, until Substantial Completion of the Work, or designated portion thereof is achieved. This insurance shall include the Owner and Construction Manager as named insureds. The Trade Contractors and all tiers of Sub-subcontractors shall be additional insureds.

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, named and un-named windstorm, falsework, testing and startup, equipment breakdown, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Construction Manager's services and expenses required as a result of such insured loss. The property insurance may include sublimits for one or more of the coverages required herein.

11.3.1.2 Intentionally left blank

11.3.1.3 If the property insurance requires deductibles, the Construction Manager shall be responsible as a Cost of the Work for costs not covered due to such deductibles, except that Owner shall be solely responsible for any and all costs not covered due to deductibles arising out of any loss due to flood (including inundation, seepage and sewer back-up), earthquake, named and un-named windstorm, hail, volcanic eruption or terrorism.

11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Construction Manager shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.3 LOSS OF USE INSURANCE

Intentionally Deleted.

11.3.4 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Construction Manager shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner as a Cost of Work.

11.3.5 Intentionally deleted

11.3.7 WAIVERS OF SUBROGATION

The Owner and Construction Manager waive all rights against each other and any of their trade contractors, trade sub-subcontractors, agents and employees, each of the other for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work and property, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Construction Manager, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the trade contractors, trade sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waiver requirements in this paragraph apply to, but are not limited to, insurance coverage provided by private sector insurers and self-insured contractors or corporations.

11.3.8 A loss insured under the Construction Manager's property insurance shall be adjusted by the Construction Manager as fiduciary and made payable to the Construction Manager as fiduciary for the insureds, as their interests may appear. The Construction Manager shall pay Trade Contractors their just shares of insurance proceeds received by the Construction Manager, and by appropriate agreements, written where legally required for validity, shall require Trade Contractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 Trade Contractors and Sub-contractors with contract values of \$50,000 or more shall furnish Performance Bonds and Labor and Material Payment Bonds.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Project Work Order, the Construction Manager shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 Any Trade Contractor or Subcontractor with a contract value in excess of Fifty Thousand Dollars (\$50,000.00), before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to One Hundred percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to One Hundred percent of the full amount of the Contract Sum as Security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on Construction Manager's standard form and shall be issued by a surety satisfactory to the Construction Manager and Owner and shall name the Owner and Construction Manager as dual obligees-

§ 11.5 MISCELLANEOUS INSURANCE REQUIREMENTS

§ 11.5.1 All insurance coverage from the Construction Manager shall be provided by insurance companies having policy holder ratings no lower than "A-" and financial ratings not lower than "X" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

§ 11.5.2 The Construction Manager is responsible for determining that Trade Contractors and Subcontractors are appropriately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Trade Contractor or Subcontractor.

§ 11.5.3 The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Trade Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Trade Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Trade Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Trade Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Trade Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Trade Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Trade Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Trade Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Owner fails to notify the Trade Contractor and give the Trade Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Trade Contractor and to make a claim for breach of warranty. If the Trade Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall not be extended by corrective Work performed by the Trade Contractor pursuant to this Section 12.2.

§ 12.2.3 The Trade Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Trade Contractor nor accepted by the Owner.

§ 12.2.4 The Trade Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Trade Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Trade Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Trade Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract

Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Trade Contractor's liability with respect to the Trade Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Illinois.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Construction Manager shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Construction Manager shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Construction Manager shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Trade Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Construction Manager to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Construction Manager shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the appropriate Trade Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Construction Manager and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Unless otherwise agreed herein, interest shall be paid in accordance with the *Illinois Local Government Prompt Payment Act*.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Project Work Order within the time period specified by applicable law.

§ 13.8 REGULATIONS

§ 13.8.1 The Construction Manager and Trade Contractors shall comply with the non-discrimination federal, state and local laws, including without limitation:

§ 13.8.1.1 Equal Employment Opportunities Act, American with Disabilities Act and Human Rights Act. The Contractor acknowledges that this Contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that the Construction Manager and Trade Contractors have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vi) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Construction Manager and Trade Contractor agree to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Construction Manager and Trade Contractor further agree to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. The provisions of Section 14.2 are included in this Amendment pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Construction Manager and Trade Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law.

§ 13.8.1.2 In the event of the Construction Manager's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Construction Manager may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Construction Manager agrees as follows:

§ 13.8.1.2.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if

minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

§ 13.8.1.2.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

§ 13.8.1.2.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

§ 13.8.1.2.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

§ 13.8.1.2.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

§ 13.8.1.2.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contacting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

§ 13.8.1.2.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon the Construction Manager and any Trade Contractor or Subcontractor. In the same manner as with other provisions of this contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by such Trade Contractor or subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Trade Contractor or subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any Trade Contractor or Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 13.8.2 INCORPORATION BY OPERATION OF THE REGULATION

§ 13.8.2.1 All contract specifications furnished by any contracting agency, Bidders or Contractors shall contain the Equal Employment Opportunity Clause set forth in this Paragraph 13 and such clause shall be included as a material term of any contract; however, a contracting agency having published rules and regulations which govern all its contracts and which include the Equal Employment Opportunity Clause may incorporate such clause by reference in such agency's individual contracts or contract specifications. By operation of these Rules and Regulations, the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract whether or not such contract is in writing and regardless of whether said clause is physically incorporated therein.

§ 13.8.3 TRADE CONTRACTS/SUBCONTRACTS

§ 13.8.3.1 Each Trade Contractor and Subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in this Paragraph 13 in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such Subcontractors.

§ 13.8.4 Construction Manager and Trade Contractors shall execute the following certificates:

1. Certificate of Sexual Harassment Policy

2. Certificate of Drug-Free Workplace
3. Certificate of Bidder Eligibility
4. Non-Collusion Affidavit
5. Certificate of Prevailing Wage Payment

These Certificates shall become a part of and be considered as part of the Contract Documents.

§ 13.8.5 Illinois Department of Labor Requirements and Prevailing Wage Act. It shall be mandatory upon the Construction Manager to whom the Project is awarded and upon any Trade Contractors or Subcontractors thereof to pay all laborers, workman, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.

§ 13.8.6 Public Contract Fraud Act. Construction Manager agrees to comply with and that this Contract is subject to and governed by the Illinois Public Contract Fraud Act (30 ILCS 545/0.01).

§ 13.8.7 Public Construction Contract Act. Construction Manager agrees to comply with and that this Contract is subject to and governed by the Illinois Construction Contract Act (30 ILCS 557/1).

§ 13.8.8 Public Construction Bond Act. Construction Manager agrees to comply with and that this Contract is subject to and governed by the Illinois Public Construction Bond Act (30 ILCS 550/0.01). If the Trade Contractor furnishes material or labor on the Project, or assumes any Subcontracts for material or labor awarded or entered into by the Owner, Trade Contractor first shall supply and deliver to Owner a bond conditioned upon the completion of the Project, and the payment of such material and labor, as required by the Illinois Public Construction Bond Act. 30 ILCS 550/1 et seq.

§ 13.8.9 Public Works Contract Change Order Act. Construction Manager agrees to comply with and that this Contract is subject to and governed by the Illinois Public Works Contract Change Order Act (50 ILCS 525/1.)

§ 13.8.10 Drug Free Workplace. The Construction Manager certifies by the execution of this Contract that the Construction Manager will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act (30 ILCS 580/1 et seq.), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act.

§ 13.8.11 Bid Rigging and Rotating. The Construction Manager certifies that the Construction Manager is in compliance with Illinois law and not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the *Criminal Code of 1961* (720 ILCS 5/33).

§ 13.8.12 No tobacco use. In accordance with the state (105 ILCS 5/10-20.5b) and federal law and Board of Education Policy, tobacco use is prohibited on all School District property.

§ 13.8.13 DISCLOSURE OF CONTRACTOR OWNERSHIP INFORMATION

The Construction Manager, upon award of the Contract, shall disclose to the Owner, so that the Owner may comply with 105 ILCS 5/10-20.40, whether the Construction Manager and each Trade Contractor and Subcontractor is a locally owned business, minority owned business, female owned business, and/or business owned by a person with disabilities, as defined in the *Business Enterprise for Minorities, Females and Persons with Disabilities Act*.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONSTRUCTION MANAGER

§ 14.1.1 The Construction Manager shall not terminate the Work if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Construction Manager or a Trade Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Construction Manager. For any such delay or Work stoppage, the Owner shall reimburse the Construction Manager for any incurred General Conditions costs and proceed as set forth in Section 8.3.1 with regard to delays and extensions of time.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract

with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner reasonable costs of shut down, demobilization, termination, and damages..

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Construction Manager

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Trade Contractors for materials or labor in accordance with the respective agreements between the Construction Managers and Trade Contractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Construction Manager and the Construction Manager's surety, if any, seven days' written notice, terminate employment of the Construction Manager and may, subject to any prior rights of the surety:

- .1 Exclude the Construction Manager from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Construction Manager;
- .2 Accept assignment of Trade Contractors pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Construction Manager, the Owner shall furnish to the Construction Manager a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Construction Manager shall not be entitled to receive further payment until the Work is finished. Once the Work is finished, Construction Manager would be entitled to payment for services rendered through the date of termination.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Construction Manager in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall ~~may~~ be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Construction Manager is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Construction Manager shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Trade Contracts and purchase orders and enter into no further Trade Contracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Construction Manager out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. Notwithstanding the foregoing, the Contractor shall be entitled to an equitable adjustment in its fee and general conditions in the event of delays beyond its control as more specifically defined in Subparagraph 8.3.1.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Construction Manager and persons or entities other than the Owner.

§ 15.3 MEDIATION

§ 15.3.1 If the parties agree, claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 Mediation, 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 Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 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.

§ 15.3.4 Contractor and Owner retain all available legal remedies in the event of a claim or dispute.

§ 16 INCORPORATION OF CONTRACT TERMS WITH TRADE CONTRACTORS

Construction Manager agrees that it will be responsible to incorporate all of the terms and conditions herein, including all applicable amendments to this Master Agreement, with any and all of the Trade Contractors as well as any Subcontractors retained by Trade Contractors. Construction Manager acknowledges that it is the Owner’s intent that all of those terms and conditions herein specified as Construction Manager or Trade Contractor responsibilities, including all amendments to this Master Agreement, will be adhered to by the Construction Manager and all Trade Contractors performing any Work on this Project as applicable.

G:\WP51\COMMON\SD1\SD103L\AGR\AIA A201 2007 (WORKING DRAFT 1.20.16 JEF).DOC





Lincolnshire – Prairie View School District 103
1370 RIVERWOODS ROAD
LINCOLNSHIRE, IL 60069
847.295.4030
(Fax) 847.295.9196

Memo

To: Board of Education
From: Scott Gaunky, CPMM
CC: Dr. Scott Warren
Date: April 13, 2016
Re: Facilities Update

DISTRICT 103

On April 12th, a test for lead content in the District drinking water was completed at all three facilities. 45 samples were taken and the test results will be available on April 15 or 18.

DANIEL WRIGHT

No significant projects were completed during this time period.

HALF DAY

The District is moving forward with plans to complete the storm water detention basin and east parking lot improvements. This will be done in anticipation of the building construction project scheduled for the summer of 2017.

LAURA SPRAGUE

No significant projects were completed during this time period.



Lincolnshire – Prairie View School District 103
1370 RIVERWOODS ROAD
LINCOLNSHIRE, IL 60069
847.295.4030
(Fax) 847.295.9196

Memo

To: Board of Education
From: Katie Reynolds, Assistant Superintendent of Curriculum and Instruction
Julie Postma, Director of Student Services
Robert Bialk, Director of Assessment and Technology
CC: Dr. Scott Warren
Date: April 14, 2016
Re: Executive Summary

Curriculum & Instruction

- On April 5, 2016, I attended the Regional Office of Education's Student Learning Objective (SLO) training with three teachers from Daniel Wright. This training reviewed how assessments are used to provide information for individual and groups of students. Additionally, we reviewed models demonstrating how data is used to evaluate student growth. A similar training will be provided for teachers next year as we prepare for student growth to be incorporated into teacher evaluations.
- On April 15, 2016, I attended a state required training for administrators on the KIDS assessment. Beginning in the 2016-2017 school year, ISBE is requiring the KIDS assessment be administered to kindergarten students. On April 19 -20, the kindergarten teachers and Dr. Adler will be trained on how to administrators the assessment.
- Throughout the month of April district and building chairs meet to discuss progress of curriculum goals, summer workshop objectives, and potential goals for the following school year. In May, building chairs facilitate building meetings with the building curriculum committee members. As a reminder, there are six building curriculum committees (math, ELA, science, social studies, technology and SEL) and three district committees (Spanish, Physical Education/Health and Creative Arts).
- 1:1 teaching and learning initiative surveys were facilitated in March and April. The curriculum and instruction and technology departments are now in the process of analyzing survey results, and sharing results with technology coaches, administrators and teachers. A summary of the three surveys will be presented at the May board meeting.

Student Services

- There continue to be a number of cases early childhood through junior high that require consideration and time by staff and administration beyond what is typical. This is due to a number of factors including student progress, student needs and legal involvement.

Two situations are referenced below.

NOTE:

- As indicated in the March executive summary an EC student was identified as needing a 1:1 associate based on needs and related safety concerns. That associate was hired and is currently working in the EC AM self-contained program with the student. This hire fell within the 3.0 FTE bank of associates.
 - Also referenced last month was a student whose IEP team would be discussing services in the child's home school with a full time 1:1 or placement outside of the homeschool in a setting with more specialized and intensive support. The student is now attending a private therapeutic day school
- The Early Childhood Team, under the guidance of Gina Finaldi, has been working on the changes to the EC programming. Some tasks they have been working through include: the process for enrolling community peers, the criteria for a child to attend extended day programming, changes to the EC schedule and coordination with transportation. Kim Sylvan has been supporting the communication aspects.
 - The alternate state assessment, Dynamic Learning Map (DLM), started this month. After some initial glitches that resulted in the shutting down the assessment system statewide for several days, we are up and rolling. This year we will administer six DLM assessments within the District to both district students and Guided students from other districts who attend DW. In addition, four students will take the DLM in their Guided classroom outside of District 103 or in the therapeutic day school they attend.
 - All buildings are now in full swing with regard to placement and scheduling. We work collaboratively to ensure student needs, as indicated on IEPs, are met in the most efficient and effective manner possible. We also look to maximize the use of our staffing resources through effective grouping and placement.
 - The department has been working with the technology department as the process of moving from Skyward to Powerschool takes place. The local student information systems do communicate with the state student information system. Some information related to special education is communicated to the state in this way, and therefore, the transfer of accurate data is critical.
 - Extended School Year planning continues. It will take place at Daniel Wright from June 14 – July 8, 2016. Depending on programming students may attend as long as 8:30 – 1:45 or as short as a single class (60 minutes). Enrollment is currently at approximately forty students. A small number of those students will receive ESY services into the month of August. Staffing is in the final stages.

Technology & Assessment

- **Skyward to PowerSchool transition** - We are deep into the transition process throughout the District. All three schools have been working with our PowerSchool (PS) implementation manager to review school setup needs. We are currently focusing on registration, transportation and historical data migration.
- **Network Needs** - We have filed our E-Rate Form 470 and have received a number of bids for network improvements. We are working to evaluate the bids and determine what projects are most critical. We hope to have a definitive plan soon.
- **Apple Purchase** - We are compiling a list of devices that will be needed from Apple. These include iPads to support the 1:1 program and “refresh” machines for faculty and staff. We hope to place the order soon.
- **1:1 Updates** - The tech department is putting the final touches on changes/updates to the 1:1 program. We plan on sharing these soon.
- **PARCC Assessment** - We are moving through make-up testing for students. Tech department faculty and staff are doing an excellent job at supporting the testing environment in all capacities.
- **Illinois Science Assessment** - ISBE recently released it's ISBE Teach dashboard for the Illinois Science Assessment. This assessment will be given to our students in grade 5 and 8. This is the first time that ISBE is administering this assessment.

LINCOLNSHIRE - PRAIRIE VIEW SCHOOL DISTRICT 103

ENROLLMENT REPORT

Enrollment - March 2016

Grade	June 2015 Enrollment	Current Enrollment	No. Core Academic Teachers/ FTE	Average Class Size	Lowest Class Size	Highest Class Size	Kasarda Report 2015-2016 "B" Projection	Kasarda Report 2015-2016 "C" Projection
Early Childhood	39	35	3 am/2 pm		4	11		
K (AM)	20	23	1	22.0	22	22		
K (PM)	19	0	N/A	N/A	N/A	N/A		
K (Full Day)	120	114	6	19.0	19	19	139	145
1	154	186	8	23.4	22	25	160	170
2	188	162	8	20.5	19	22	170	178
3	174	195	8	24.3	24	25	181	189
4	173	180	8	22.5	20	23	182	190
5	209	180	8	22.6	19	24	183	191
6	197	212	8	26.5	21	28	204	212
7	213	214	9.2	23.3	14	29	197	205
8	224	216	9.5	22.6	15	29	209	217
Sprague Total	540	520						
Half Day Total	347	375						
Daniel Wright Total	843	822						
SUBTOTAL	1,730	1,717					1,625	1,697
Special Ed Out of District:								
Public Placements	3	4						
Consortium Placements	4	3						
Private Placements	2	3						
IAES								
TOTAL	1,739	1,727						

**2015-2016
LINCOLNSHIRE - PRAIRIE VIEW
SCHOOL DISTRICT 103**

MONTHLY ENROLLMENT 2015-2016

GRADE	<u>6th Day</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY/JUNE</u>
Early Childhood	30	32	32	32	32	33	35	35		
K - AM	21	21	22	22	22	22	22	23		
K - PM	N/A									
K- Full Day	111	111	113	114	114	114	114	114		
1	181	182	184	184	184	188	187	186		
2	164	164	164	164	164	165	164	162		
3	192	192	192	192	192	194	194	195		
4	182	182	182	183	182	182	180	180		
5	179	180	180	180	180	181	181	180		
6	212	212	211	211	211	211	212	212		
7	213	214	214	214	214	216	214	214		
8	217	214	214	214	214	215	215	216		
Sprague	507	510	515	516	516	522	522	520		
Half Day	374	374	374	375	374	376	374	375		
Daniel Wright	821	820	819	819	819	823	822	822		
SUBTOTAL	1702	1,704	1,708	1,710	1,709	1,721	1,718	1,717	0	0
Special Ed.	9	10	10	10	10	10	10	10		
TOTAL	1711	1,714	1,718	1,720	1,719	1,731	1,728	1,727	0	0



Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: April 14, 2016
Re: Superintendent Informational Report

FOIA requests

The District received one FOIA request this month from Nathan Mihelich from the Illinois Retired Teachers Association requesting the name, title and email address of any teachers or administrators who are retiring in 2016. The request was fulfilled. The specific request and supporting documentation is provided.

Facility Improvement Plan

A meeting was held with the architect and construction managers to review construction documents timeline. A revised draft of the plan was created with a completion date that will enable the schools to open by the last week in August 2017. A follow up meeting is scheduled for May 17, 2016 to review the scope, budget and schedule.

Leaves of Absence

The District received three leave requests this month and are approved. The specific requests are included for the Board's review.



Lincolnshire-Prairie View School District 103
Administration Offices

1370 N. Riverwoods Road • Lincolnshire, IL 60069
847/295-4030 • FAX 847/295-9196
<http://www.d103.org>

Scott H. Warren, Ed.D.
Superintendent

April 12, 2016

Nathan Mihelich
Illinois Retired Teachers Association
828 S. Second Street, 4th Floor
Springfield, IL 62704

SENT VIA EMAIL – nmihelich@irtaonline.org

RE: Freedom of Information Act Request

Dear Nathan Mihelich:

This letter is in response to the request that you submitted. Please see information below.

Please provide the name, title and email address of any teachers or administrators who are retiring in 2016.

Kay Handcock, Teacher, khandcock@d103.org
Christine Hoover, Teacher, choover@d103.org
Teresa Van Wagner, Teacher, tvanwagner@d103.org
Ruth Wilcox, Teacher, rwilcox@d103.org
Susan Wotal, Teacher, swotal@d103.org

If you should have any further questions regarding this, please contact our office at (847) 295-4030.

Sincerely,

Scott Warren, Ed. D.
Superintendent



April 6, 2016

Dear Dr. Warren and the District 103 School Board,

I am very excited to announce that my husband and I are expecting our first child on approximately August 25, 2016.

I would like to request a maternity leave of absence starting Thursday, August 25, 2016, through Monday, January 16, 2017. I will first use sixty accrued sick days taking me through Monday, November 21, 2016. From Tuesday, November 22, 2016, through Monday, January 16, 2017, I will take unpaid leave. I will return to work on Tuesday, January 17, 2017.

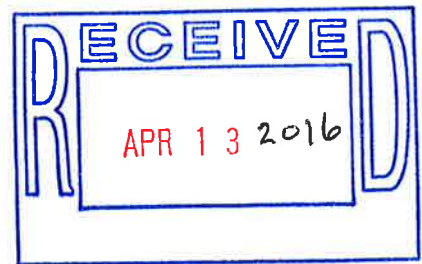
Thank you for your consideration and support of my request.

Sincerely,

Amy Stenberg

Amy Stenberg
Daniel Wright Junior High
6th Grade English/Language Arts Teacher

cc: Michelle Blackley



REVISED DATES: April 21-25, 2016

From: **Nasenbeny Cathy** <cnasenbeny@d103.org>
Date: Mon, Apr 11, 2016 at 12:55 PM
Subject: Sick Leave Request
To: Scott Warren <swarren@d103.org>
Cc: Carey Murphy <cmurphy@d103.org>

Dear Dr. Warren,

This letter is to request the use of two weeks of sick leave needed April 25 - May 6 in order to assist my mother as she recovers from surgery.

I have notified Mrs. Blackley and Mrs. Solesky of the need for a substitute. I am arranging all needed lesson plans, and I will be able to answer emails and grade online work while I am out.

Thank you for your consideration. I have copied Carey Murphey on this email as requested.

Mrs. Cathy Nasenbeny

7th Grade Reading/Language Arts

Hello all,

I wasn't even aware that this could happen, but my mother's surgeon changed the date of her surgery yesterday from April 26 to April 22-- without giving her any options at all. She was informed by a voicemail message yesterday.

As a result, I will need to begin my leave on April 21 rather than on April 25.

Please let me know if this presents any special problems.

Mrs. Cathy Nasenbeny

7th Grade Reading/Language Arts

From: **Lauren Lenzini** <llezini@d103.org>
Date: Wed, Mar 30, 2016 at 8:34 AM
Subject: Re: Maternity Leave Dates
To: Scott Warren <swarren@d103.org>, Carey Murphy <cmurphy@d103.org>
Cc: Christine Adler <cadler@d103.org>



Dear Dr. Warren,

Because of the revised calendar, I wanted to follow up about my parental leave in the fall.

This letter serves as formal request for a 60-workday parental leave from Friday, September 9, 2016 through Friday, December 9, 2016 with the exception of the fall parent-teacher conference day, which I will be attending (calendar day 11/22). Upon completion of my parental leave, I would return to my second grade classroom on Monday, December 12, 2016.

At the beginning of the 2016-2017 school year, my intention is to meet my students and their families, and to help my students and substitute learn the classroom procedures and expectations.

I understand that my leave will require a substitute and I would be happy to assist in the the hiring process. I am available to communicate with the substitute prior to my parental leave and upon returning to the classroom. If there is anything else I can do to help in this process, please let me know.

Thank you for your time and consideration.

Mrs. Lauren Lenzini
Second Grade Teacher
Laura B. Sprague Elementary School
2425 Riverwoods Rd.
Lincolnshire, IL 60069
(847) 945-6665 Phone
(847) 945-6718 Fax
<http://www.sp.d103.org/>