

Meeting of the Board of Education Park Ridge-Niles School District 64

Board of Education Agenda
Monday, June 27, 2011
Hendee Educational Service Center
164 S. Prospect Avenue

Please note that the starting times after the first session are estimates. If a session ends earlier than expected, the next session scheduled may convene immediately. In addition, on some occasions the order of business may be adjusted as the meeting progresses to accommodate Board members' schedules, the length of session, breaks and other needs.

Monday, June 27, 2011

TIME		APPENDIX
6:30 p.m.	Meeting of the Board Convenes <ul style="list-style-type: none"> • Roll Call • Introductions • Opening Remarks from President of the Board 	
6:30 p.m.	• Board Recesses and Adjourns to a Closed Meeting	
7:30 p.m.	• Board Adjourns from Closed Meeting and Resumes Regular Meeting	
7:30-7:35 p.m.	• Public Comments	
7:35-7:50 p.m.	• Discussion on Interrupted Day Heat Procedure at Carpenter and Field Schools -- Superintendent	A-1
7:50-8:05 p.m.	• Discussion on Lighting Replacement in District 64 Schools -- Director of Facility Management	A-2
8:05-8:10 p.m.	• Approval of Contract for District Architect of Record -- Business Manager <div style="text-align: right;">Action Item 11-06-12</div>	A-3
8:10-8:15 p.m.	• Approval of Lease Agreement between School District 64 and Child Care with Confidence -- Business Manager <div style="text-align: right;">Action Item 11-06-13</div>	A-4
8:15-8:25 p.m.	• Discussion on Updated 457 Tax Deferred Plan Document -- Business Manager	A-5
8:25-8:30 p.m.	• Consent Agenda -- Board President <ul style="list-style-type: none"> • Bills • Approval of Salary and Benefit Changes for Administrative/ Exempt/ Psychologist/ Technologist/ Lunchroom/ Extended Day/ District Delivery Driver Staff • Approval of Custodial Bid Supply 2011-12 • Approval of May Financials for the Period Ending May 31, 2011 • Approval of Staff Development Wednesday Calendar 2011-12 <div style="text-align: right;">Action Item 11-06-14</div>	A-6

- Destruction of Audio Closed Minutes (none)

8:30-8:35 p.m.	<ul style="list-style-type: none"> • Approval of Personnel Report 	Action Item 11-06-15	A-7
	-- Board President		
8:35-8:40 p.m.	<ul style="list-style-type: none"> • Approval of Minutes 	Action Item 11-06-16	A-8
	-- Board President		
	<ul style="list-style-type: none"> • Open Minutes of June 13, 2011 • Closed Minutes of June 13, 2011 		
8:40-8:45.m.	<ul style="list-style-type: none"> • Other Items of Information 		A-9
	-- Superintendent		
	<ul style="list-style-type: none"> • Upcoming Agenda • Memorandum of Information <ul style="list-style-type: none"> - Update on Strategic Plan Instructional Coaching Pilot • Minutes of Board Committees (none) • Other <ul style="list-style-type: none"> - Update on Summer Construction Projects 		
8:45 p.m.	• Adjournment		

Next Regular Meeting: **Monday, July 11, 2011 – 7:30 p.m.**
 Raymond Hendee ESC
 164 S. Prospect Avenue
 Park Ridge, IL 60068

July 11

Committee-of-the-Whole – 6:30 p.m.

Regular Board Meeting – 7:30 p.m.

- Appointment of Hearing Officer
- Board Adopts 2011-12 Tentative Budget & Establishment of Public Hearing Date
- Approval of 2011-12 Student Parent Handbook • Approval of Bid for Physical Education Supplies
- Approval of Updated 457 Tax Deferment Plan • Approval of June Financials
- Update on Summer Construction Projects

August 8, 2011

Special Board Meeting – 7:00 p.m.

- Review of Plans for Institute Day & Opening Day of School

August 22, 2011

Regular Board Meeting – 7:30 p.m.

- Approval of July Financials
- Update on Summer Construction Projects

September 12, 2011

Committee-of-the-Whole – 7:00 p.m.

- Report on Educational Ends and MAP Results
- Review 2011-12 Tentative Budget Prior to Board Adoption on September 26, 2011

September 26, 2011

Regular Board Meeting – 7:30 p.m.

- Public Hearing on Budget and Adoption
- Sixth Day of Enrollment
- Approval of August Financials
- Update on Summer Construction Projects

October 24, 2011

Regular Board Meeting – 7:30 p.m.

- Approval of September Financials

November 14, 2011

Committee-of-the-Whole – 7:00 p.m.

Regular Board Meeting – 7:30 p.m.

- Approval of October Financials

December 12, 2011

Regular Board Meeting – 7:30 p.m.

- Approval of November Financials

January 23, 2012

Regular Board Meeting – 7:30 p.m.

- Approval of December Financials

TBD

- Adopt Tentative Calendars for 2012-13 & 2013-14
- Acceptance of Roosevelt PTO Gift
- Approval of Bid for Snow Removal Equipment
- Approval of Medical and Dental Insurance Carriers

In accordance with the Americans with Disabilities Act (ADA), the Board of Education of Community Consolidated School District 64 Park Ridge-Niles will provide access to public meetings to persons with disabilities who request special accommodations. Any persons requiring special accommodations should contact the Director of Facility Management at (847) 318-4313 to arrange assistance or obtain information on accessibility. It is recommended that you contact the District, 3 business days prior to a school board meeting, so we can make every effort to accommodate you or provide for any special needs.

TO: Board of Education – District 64

FROM: Dr. Phil Bender, Superintendent

DATE: June 27, 29011

RE: Update on Interrupted Days for Excessive Heat Plan

At the February 28 Board meeting, the District 64 Board of Education requested that administration review and develop a Heat Day procedure for Carpenter and Field, effective beginning with the start of the school year 2011-2012. The District Calendar Committee was convened for two meetings to discuss the development of the procedure. Extensive time was also spent in working with lead custodians and principals of both buildings. Heat Day plans was reviewed from some of our 'comparables' as well as districts from down state. Armed with much information the work commenced with the result being a procedure to release children from both aforementioned schools in a timely, and safe fashion, if excessive heat develops.

Near the last day of school a letter outlining the procedure was sent home to parents at both schools to allow them time to prepare for this possibility beginning this next school year. The information has been shared with staff at the buildings as well.

At each building designated rooms to measure temperature and humidity were determined by the building principal and lead custodian. The lead custodians have the responsibility to check the devices installed in those areas at the top of the hour all day long during days that may reach the maximum combination of heat and humidity. Based upon data from other districts, our set point is a 110-heat index. This index is derived utilizing a comparisons sheet of temperatures and humidity levels that uses a complex formula, similar to the way the National Weather Service determines Heat Index. Attached you will find an example of data that was kept at Field and Carpenter Schools when the temperature and humidity reached levels such that this information needed to be recorded. Also attached is the comparison sheet to quickly determine the Heat Index based on temperature and humidity levels.

A large number of fans have been purchased and located in classrooms in each of the two schools. These fans did provide needed relief toward the end of the school year. Procedures for limited student physical activities are in place. A working plan is being developed with local fire department officials to utilized huge fans to clear buildings of unwanted heat during overnight hours if needed.

There are remaining questions from parents about the possibility of air conditioning for the two schools that remain without air. Tonight we are doing final approval for a new architect of record. Once approved, the initial job for

Fanning-Howey will be to begin analyzing each of our schools for a number of issues, including structure, roofing, HVAC, and numerous other items toward the development of a Master Facility Plan. Once completed they will prioritize for the district which issues need to be attended to first. This will assist the board in determining which direction to proceed with the limited funds that it has at its disposal.



COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64 PARK RIDGE-NILES

164 S. Prospect Avenue

Park Ridge, IL 60068-4079

(847) 318-4300

FAX (847) 318-4351

www.d64.org

June 10, 2011

NEW FOR THE 2011-12 SCHOOL YEAR**Excessive Heat "Interrupted Day" Option at Carpenter & Field Schools**

Dear Parent/Guardian:

High temperatures combined with high humidity levels sustained over time can lead to extremely uncomfortable and potentially unsafe conditions. Because Carpenter and Field schools have limited air conditioning, District 64 is establishing an "Interrupted Day" option for these schools beginning with the 2011-12 school year. This option will offer District 64 greater flexibility to respond to such challenges on a real-time basis.

We believe that the "Interrupted Day" option, combined with practical steps to manage heat and more intensive facility management, offer an integrated approach to ensure the health and safety of students and staff at Carpenter and Field schools during hot weather.

Making the decision to dismiss school early

Here is how the "Interrupted Day" schedule will work:

- On days when the weather is forecasted to reach at least 90°, the temperature/humidity index of designated rooms around each building will be checked at 9:00 a.m. and 10:00 a.m. If the combined index reaches 110°, the Superintendent will be notified.
- The Superintendent will review the data from both schools along with multiple daily and weekly forecasts to make a decision whether to dismiss schools at both locations. Carpenter and Field will always be dismissed together.
- The decision to use an "Interrupted Day" is expected to be made about 10:30 a.m. on regular days and at 10:15 a.m. on early release Wednesdays. The approximate dismissal time will be 11:40 a.m.
- Communication to parents will begin immediately via the Alert Now recorded phone calling system, List Serv e-mail message, and posting to the school and District websites.
- Afternoon kindergarten will be cancelled.
- Jefferson School afternoon extended day kindergarten and after school care will operate.
- All after school/evening activities will be cancelled at the two schools.

How students will be dismissed and leave school

Students will leave school in several ways after the early dismissal has been announced:

- Kindergarten: Morning kindergarten students will go home in the usual way (either on the bus or picked up by the parent/guardian/designee). Those who normally attend afternoon extended day at Jefferson School will be bused there as usual. Afternoon kindergarten students who participate in the morning extended day program at Jefferson School will be held at Jefferson until a parent/guardian arrives there for pick up as soon as possible once the interrupted day is announced.
- Grades 1-5: Students who are not part of the lunch supervision program will go home in the usual way (either on the bus or walking), and will remain there. Students should NOT return to school after lunch.
- Grades 1-5: For students who are part of the lunch supervision program, a parent/guardian or other authorized adult must come to school to sign out and pick up their child.

- CONTINUED -

CARPENTER
SCHOOL
300 N. Hamlin
318-4370

FIELD
SCHOOL
707 N. Wisner
318-4385

FRANKLIN
SCHOOL
2401 Manor Ln
318-4380

ROOSEVELT
SCHOOL
1001 S. Fairview
318-4235

JEFFERSON
SCHOOL
8200 Greendale
Niles, Illinois
318-5360

WASHINGTON
SCHOOL
1500 W. Stewart
318-4360

LINCOLN
MIDDLE SCHOOL
200 S. Lincoln
318-4215

EMERSON
MIDDLE SCHOOL
8101 N. Cumberland
Niles, Illinois
318-8110

What will happen at the schools until pick up

Here's what will happen after a decision has been made to interrupt school:

- Students will return to their homerooms.
- Kindergartners will either be bused home at the regular time or released to parent/guardian/designee; those enrolled in extended day will be bused to Jefferson School.
- Grades 1-5 students who normally walk or ride the bus home at lunch will do so, not to return.
- Grades 1-5 students who are part of the lunch supervision program will remain in their classrooms to eat lunch; milk will be brought to students who are on the milk plan. Students usually assigned to a peanut/nut-safe table in the lunchroom will be offered a separate place to eat within the classroom.
- Students in grades 1-5 who are enrolled in the after school program at Jefferson School will be rotated through air-conditioned spaces within each building to await the normal daily dismissal time. They will then be bused to Jefferson School for the after school program.
- Students in grades 1-5 who have not yet been picked up by a parent/guardian will also be rotated through air-conditioned spaces within each building to await a parent/guardian's arrival to sign them out. At the normal daily dismissal time, these remaining students will be released. Bus service will be provided to students who usually ride the bus home.

Ongoing heat plan to deal with hot weather

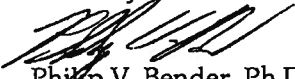
Even when temperatures do not reach excessive levels, both Carpenter and Field schools will maintain a routine for relief on hot days that rotates classes through air-conditioned rooms, such as the Learning Resource Center, or cooler areas of the building. In addition, extra steps may be taken as needed to help make the environment as comfortable as possible, including:

- Using extra fans – assigned to every classroom – to keep air moving, and adding extra hallway ventilation.
- Turning off extra overhead lights and electronic equipment when not in use.
- Closing windows or drawing shades on the side of the building receiving direct sunlight.
- Drinking plenty of extra water. Students are encouraged to bring water bottles from home and refill them as needed during the day. Extra bottled water also will be delivered to these schools.
- Wearing loose-fitting, lightweight clothing.
- Restricting some activities: Physical education classes will be less intense and may be kept indoors or only in shaded areas as available. Lunch recess also will be either indoors or restricted to shaded areas outdoors as available.

On an overnight basis, District 64 also will take additional steps at Carpenter and Field schools to ventilate the buildings on a larger scale and to take advantage of natural cooling to improve the air quality. Rooms with window air conditioning units and other air-conditioned spaces also will operate overnight to pull cool air throughout the buildings, too.

Thank you for your cooperation as we implement these new guidelines. Please feel free to contact your building principals or me with any questions.

Sincerely,



Philip V. Bender, Ph.D.
Superintendent

Be Ready to Respond – Stay Connected

Because the "Interrupted Day" option is designed to respond to real-time conditions, families at Carpenter and Field will need to prepare for a school closing with little or no advance notice when the weather conditions reach extreme levels.

BE PREPARED:

- ✓ Make sure your school office has your correct contact information (phone and e-mail).
- ✓ Consider adding to your child's emergency contact form the names of other adults (extended family member, trusted neighbor or friend) that are authorized to pick up your child if an "Interrupted Day" is declared. Be sure to let these individuals know about this possibility, too.

Child Care Weather Watch

Understand the Weather



Wind-Chill

- 30° is **chilly** and generally uncomfortable
- 15° to 30° is **cold**
- 0° to 15° is **very cold**
- -20° to 0° is **bitter cold** with significant risk of **frostbite**
- -20° to -60° is **extreme cold** and **frostbite** is likely
- -60° is **frigid** and exposed **skin will freeze** in 1 minute

Wind-Chill Factor Chart (in Fahrenheit)											
Wind Speed in mph											
Air Temperature											
	Calm	5	10	15	20	25	30	35	40		
40	40	36	34	32	30	29	28	28	27		
30	30	25	21	19	17	16	15	14	13		
20	20	13	9	6	4	3	1	0	-1		
10	10	1	-4	-7	-9	-11	-12	-14	-15		
0	0	-11	-16	-19	-22	-24	-26	-27	-29		
-10	-10	-22	-28	-32	-35	-37	-39	-41	-43		

Comfortable for out door play



Caution



Danger



Heat Index


- 80° or below is considered **comfortable**
- 90° beginning to feel **uncomfortable**
- 100° **uncomfortable** and may be **hazardous**
- 110° considered **dangerous**

All temperatures are in degrees Fahrenheit

Heat Index Chart (in Fahrenheit %)													
Relative Humidity (Percent)													
Air Temperature (F)													
	40	45	50	55	60	65	70	75	80	85	90	95	100
80	80	80	81	81	82	82	83	84	84	85	86	86	87
84	83	84	85	86	88	89	90	92	94	96	98	100	103
90	91	93	95	97	100	103	105	109	113	117	122	127	132
94	97	100	103	106	110	114	119	124	129	135			
100	109	114	118	124	129	130							
104	119	124	131	137									


Child Care Weather Watch

Watching the weather is part of a child care provider's job. Planning for playtime, field trips, or weather safety is part of the daily routine. The changes in weather require the child care provider to monitor the health and safety of children. What clothing, beverages, and protections are appropriate? **Clothe** the children to maintain a comfortable body temperature (warmer months - lightweight cotton, colder months - wear layers of clothing). **Beverages** help the body maintain a comfortable temperature. Water or fruit juices are best. Avoid high-sugar content beverages and soda pop. **Sunscreen** may be used year around. Use a sunscreen labeled as SPF-15 or higher. Read and follow all label instructions for the sunscreen product. Look for sunscreen with UVB and UVA ray protection. **Shaded** play areas protect children from the sun.

 Condition **GREEN** - Children may play outdoors and be comfortable. Watch for signs of children becoming uncomfortable while playing. Use precautions regarding clothing, sunscreen, and beverages for all child age groups.

INFANTS AND TODDLERS are unable to tell the child care provider if they are too hot or cold. Children become fussy when uncomfortable. Infants/toddlers will tolerate shorter periods of outdoor play. Dress infants/toddlers in lightweight cotton or cotton-like fabrics during the warmer months. In cooler or cold months dress infants in layers to keep them warm. Protect infants from the sun by limiting the amount of time outdoors and playing in shaded areas. Give beverages when playing outdoors.


YOUNG CHILDREN remind children to stop playing, drink a beverage, and apply more sunscreen. OLDER CHILDREN need a firm approach to wearing proper clothing for the weather (they may want to play without coats, hats or mittens). They may resist applying sunscreen and drinking beverages while outdoors.

 Condition **YELLOW** - use caution and closely observe the children for signs of being too hot or cold while outdoors. Clothing, sunscreen, and beverages are important. Shorten the length of outdoor time.

INFANTS AND TODDLERS use precautions outlined in Condition Green. Clothing, sunscreen, and beverages are important. Shorten the length of time for outdoor play.

YOUNG CHILDREN may insist they are not too hot or cold because they are enjoying playtime. Child care providers need to structure the length of time for outdoor play for the young child.

OLDER CHILDREN need a firm approach to wearing proper clothing for the weather (they may want to play without coats, hats or mittens), applying sunscreen and drinking liquids while playing outdoors.

 Condition **RED** - most children should not play outdoors due to the health risk. INFANTS/TODDLERS should play indoors and have ample space for large motor play. YOUNG CHILDREN may ask to play outside and do not understand the potential danger of weather conditions.

OLDER CHILDREN may play outdoors for very short periods of time if they are properly dressed, have plenty of fluids. Child care providers must be vigilant about maximum protection of children.

Understand the Weather

The weather forecast may be confusing unless you know the meaning of the words.

Blizzard Warning: There will be snow and strong winds that produce a blinding snow, deep drifts, and life threatening wind chills. Seek shelter immediately.

Heat Index Warning: How hot it feels to the body when the air temperature (in Fahrenheit) and relative humidity are combined.

Relative Humidity: The percent of moisture in the air.

Temperature: The temperature of the air in degrees Fahrenheit.

Wind: The speed of the wind in miles per hour.

Wind Chill Warning: There will be sub-zero temperatures with moderate to strong winds expected which may cause hypothermia and great danger to people, pets and livestock.

Winter Weather Advisory: Weather conditions may cause significant inconveniences and may be hazardous. If caution is exercised, these situations should not become life threatening.

Winter Storm Warning: Severe winter conditions have begun in your area.

Winter Storm Watch: Severe winter conditions, like heavy snow and ice are possible within the next day or two.

Field Room 101

May	Time	Inside Temp		Humidity	Outside Temp @ Front Door	
11	11:15	77		63%	--	
12	10:30	75		64%	76	
13	10:30	75		57%	68	
16 *	10:30	68		40%	50	
17 *	10:40	70		36%	56	
18						
19						
20						
23	10:30	73		60%	72	
24	10:30	72		50%	63	
26						
27						
30						
31						
June						
1	11:00	75		46%	75	
2	11:00	73		37%		
3	10:45	73		55%	78	
6	11:00	77		60%	78	
7	10:30	82		62%	87	
8	10:30	86		54%		
* Heat on in building						

Field Room 122

May	Time	Inside Temp		Humidity	Outside Temp @ Front Door	
11	11:15	81		58%	--	
12	10:30	79		59%	76	
13	10:30	79		47%	68	
16 *	10:30	77		36%	50	
17 *	10:40	79		32%	56	
18						
19						
20						
23	10:30	75		58%	72	
24	10:30	75		45%	63	
26						
27						
30						
31						
June						
1	11:00	79		47%	75	
2	11:00	74		36%		
3	10:45	81		50%	78	
6	11:00	79		57%	78	
7	10:30	84		58%	87	
8	10:30	84		55%		
* Heat on in building						

Carpenter School Temperature/Humidity Readings

[illegible]

Following a thorough review of qualifications, references and a personnel interview, administration recommended the Board accept the lowest bid of \$76,640 from Klein, Hall & Associates for a three-year contract.

ACTION ITEM 11-02-7

Action Item 11-02-7

It was moved by Board member Zimmerman and seconded by Board member Uhlig that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, enter into a 3-year contract beginning with the 2011-12 school year with KLEIN, HALL & ASSOCIATES, LLC for \$76,640.

The votes were cast as follows:

AYES: Smart, Lawson, Fioretto, Heyde, Taddeo, Uhlig, Zimmerman

NAYS: None

PRESENT: None

ABSENT: None

The motion carried.

SITE FACILITIES UPDATE

Site Facilities
Update

Mr. Scott Mackall held meetings with both Carpenter and Franklin School staff and PTO's on the facility plans for those sites. Administration is looking into a sidewalk with guardrail on the west side of Franklin adjacent to the staff parking lot, in the interest of student safety, especially at dismissal time. As a result of those meetings, administration has decided to conduct a traffic study at Carpenter School because of potential safety issues.

Results of the Carpenter traffic study are needed before construction to alleviate flooding can proceed because it may impact the site design. Mr. Mackall hopes to receive results of the traffic study and construction bids in time for work to begin on flooding issues at Carpenter this summer. He will convene a committee with parent and teacher representation to communicate what was learned from the traffic study and get feedback on the proposed site design when it is prepared.

CALENDAR DISCUSSION

Calendar Discussion

At the Board's request from the February 14, 2011 Board meeting, Diane Betts, Assistant Superintendent for Student Learning, reconvened the Calendar Committee to discuss alternative calendars for the 2011-12 school year. Board members Fioretto and Uhlig were present at the Calendar Committee meeting.

After extensive discussion and no consensus, the Calendar Committee recommended moving ahead with the original calendar presented and working with families at the two non-air conditioned schools (Carpenter and Field) for how to handle excessive heat days.

Since the February 14 Board meeting, the Board and administration received negative feedback about moving back the start date of the school year.

The Board requested the Calendar Committee still look at a later start for the 2012-13 school year.

In the meantime, administration will determine guidelines for when to use excessive heat days, protocol for how to advise students and staff, logistics for those days when students are sent home, and cool locations for staff to work the remainder of the day. Because staff will remain at work, there will not be contractual issues. The minimum number of student attendance days will be waived if students are in school for at least one hour on excessive heat days. The Board agreed that communication will be key.

ACTION ITEM 11-02-10

Action Item 11-02-10

It was moved by Board member Zimmerman and seconded by Board member Fioretto that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois adopt the calendar for 2011-12 that was presented to the Board at the February 14, 2011 Board of Education meeting.

The votes were cast as follows:

AYES: Smart, Lawson, Fioretto, Heyde, Taddeo, Uhlig, Zimmerman

NAYS: None

PRESENT: None

ABSENT: None

The motion carried.

CONSENT AGENDA

Consent Agenda

A. PERSONNEL REPORT

The Personnel Report contains private information. Please contact Sandra Stringer, Assistant Superintendent for Human Resources, if more information is needed.

B. APPROVAL OF BILLS

Bills

TO: Board of Education

FROM: Scott Mackall, Director of Facility Management

DATE: June 27, 2011

RE: Lighting Upgrade at All Buildings.

Board Members, please find a brief description of the proposed lighting upgrade for District #64.

The District has applied for an Energy Grant from the Department of Commerce and Economic Opportunity (DCEO) and has met the pre approval criteria (letter included). I have sent in the full application for grant approval and we will receive official award after July 1, 2011.

The project will consist of retrofitting all T-12 Ballast with T-8 Ballast along with changing the light bulbs from 32 watt to 28 watt. In most fixtures we will reduce the number of bulbs to two with a reflector kit. Current fixtures have anywhere from two to four bulbs and are not fitted with a reflector (for drop in ceiling lights).

The District will also be removing the current gym lighting in the buildings and replace them with T-8 High Bay fixtures (florescent bulbs). This will allow the lights in the gyms to be turned on and off during the day when the gyms are not in use. Installation of motion sensors is recommended in the gyms.

This project is estimated to reduce the amount of electric used annually by over 660,000kWh.

The Grant amount from DECO will be as follows:

Estimated cost of project	\$445,343.56*
Amount of Grant	\$241,585.00
Total cost to District	\$203,485.56*
Estimated energy savings	\$ 81,655.59
Return on investment	2.5 years*

- These numbers may change depending on method of installation (in house or contracted service).

I have enclosed information on the Lincoln School assessment of need for lighting upgrade. Also included is a summary of the District project broken out by building, as well as the retrofit kit.

Pending Board of Education approval, the O & M fund in the 2011-2012 budget will be adjusted to reflect the revenue from the DECO grant and the extended cost of the project.

I welcome discussion on this issue and look forward to the Monday, June 27, 2011 Board Meeting.

/sm



Illinois Department of Commerce & Economic Opportunity

Pat Quinn, Governor • Warren Ribley, Director

June 2, 2011

Mr. Scott Mackall
Director of Facility Management
Park Ridge-Niles CCSD # 64
164 S. Prospect Avenue
Park Ridge, IL 60068-4079

Re: DCEO Application #: 3751, Lighting Projects at eight (8) schools in District 64: Jefferson School, ESC Admin Bldg, Field School, Emerson Middle School, Carpenter School, Lincoln Middle School, Washington School & Roosevelt School

Dear Mr. Mackall,

The Department is in receipt of your Public Sector Electric Efficiency Pre-approval Application for the lighting projects at the above mentioned schools. Your **Application #3751** has been reviewed and was found to meet all the necessary requirements to proceed with the proposed project. Please refer to **Application # 3751** for all correspondence regarding this project. This project can reduce your electric use by 668,068 kWh per year.

Enclosed you will find the grant application for your project. As per program guidelines, projects over \$50,000 require a grant agreement with the Department. Please complete all sections and verify the information throughout the document. Grant applications must be received within 30 days of the date on this letter and either mailed to Johnny Habibi, IL DCEO Energy Office, 500 E. Monroe, Springfield, IL 62701. Scanned grant agreements can be submitted electronically to illinois.energy@illinois.gov or johnny.habibi@illinois.gov.

If you have any questions regarding this application process, please contact Johnny Habibi, Public Sector Electric Efficiency Program (PSEE), (217) 785-2772 or johnny.habibi@illinois.gov.

Sincerely,

Johnny Habibi
PSEE Program

www.ildceo.net

James R. Thompson Center
100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601-3219
312/814-7179 • TDD: 800/785-6055

2309 West Main, Suite 118
Marion, Illinois 62959-1180
618/997-4394 • TDD: 800/785-6055

Printed on Recycled and Recycled Paper

360 Energy Group

May 23, 2011

Scott Mackall
Park Ridge CCSD 64- Lincoln Middle School
200 South Lincoln
Park Ridge, IL 60068

Dear Scott,

360 Energy Group is pleased to submit this plan for a retrofit of your lighting system.
The lighting retrofit will consist of the following:

- *New Fixtures with fluorescent lamps and electronic ballasts**
- *Existing Fixtures with fluorescent lamps and electronic ballasts**

How accurately this project will affect your monthly electric bill may be determined by any additional hours that your lights are in use, any utility rate increases that may occur and any add-ons or deletions you may require.

Respectfully Submitted,

Mike Stanch

Room Schedule
Park Ridge CCSD 64- Lincoln Middle School

Room Number	Existing Fixtures	Existing Number	New Fixture	New Number
		Fixtures		Fixtures
Offices	2x4- 4l LI	27	Retrofit- reflector, 2 T-8s, eb	27
Conference	2x4- 4l LI	2	Retrofit- reflector, 2 T-8s, eb	2
Room 306	1x8- 4 4'l old wrap	28	New 1x8 wrap- 2 T-8s	28
Room 306	1x4- 2l old wrap	7	New 1x4 wrap- 1 T-8	7
Room 302	1x8- 4 4'l old wrap	12	New 1x8 wrap- 2 T-8s	12
Room 302	1x4- 2l old wrap	4	New 1x4 wrap- 1 T-8	4
Room 301	1x8- 4 4'l old wrap	8	New 1x8 wrap- 2 T-8s	8
Hall by 301	1x4- 2l old wrap	3	New 1x4 wrap- 1 T-8	3
Room 309	1x8- 4 4'l old wrap	4	New 1x8 wrap- 2 T-8s	4
Room 308	2x4- 4l LI	17	Retrofit- reflector, 2 T-8s, eb	17
Room 308	1x4- 2l old wrap	1	New 1x4 wrap- 1 T-8	1
3rd work room	1x8- 4 4'l old wrap	2	New 1x8 wrap- 2 T-8s	2
3rd work room	1x4- 2l old wrap	2	New 1x4 wrap- 1 T-8	2
Hall by 308	2x4- 4l LI	18	Retrofit- reflector, 2 T-8s, eb	18
Faculty	1x4- 2l LI	18	Retrofit- reflector, 1 T-8, eb	18
Pancini office	2x4- 4l LI	4	Retrofit- reflector, 2 T-8s, eb	4
Pancini office	1x4- 2l old wrap	2	New 1x4 wrap- 1 T-8	2
Laundry	2x4- 4l SM	2	Retrofit- reflector, 2 T-8s, eb	2
Room 312	2x4- 4l LI	24	Retrofit- reflector, 2 T-8s, eb	24
Room 311	2x4- 4l LI	26	Retrofit- reflector, 2 T-8s, eb	26
Room 313	2x4- 4l LI	28	Retrofit- reflector, 2 T-8s, eb	28
Janitors	2x4- 4l LI	2	Retrofit- reflector, 2 T-8s, eb	2
Room 315	2x4- 4l LI	6	Retrofit- reflector, 2 T-8s, eb	6
Hall by 315	1x8- 4 4'l old wrap	3	New 1x8 wrap- 2 T-8s	3
Hall by 315	1x4- 2l old wrap	2	New 1x4 wrap- 1 T-8	2
Practice rooms	2x4- 4l LI	4	Retrofit- reflector, 2 T-8s, eb	4
Room 314	1x8- 4 4'l old wrap	4	New 1x8 wrap- 2 T-8s	4
Room 314	1x4- 2l old wrap	1	New 1x4 wrap- 1 T-8	1
Room 315	1x8- 4 4'l old wrap	15	New 1x8 wrap- 2 T-8s	15
Room 315	1x4- 2l old wrap	3	New 1x4 wrap- 1 T-8	3
Room 316	1x8- 4 4'l old wrap	2	New 1x8 wrap- 2 T-8s	2
Room 320	1x8- 4 4'l old wrap	4	New 1x8 wrap- 2 T-8s	4
Room 320	1x4- 2l old wrap	6	New 1x4 wrap- 1 T-8	6
Room 319	1x8- 4 4'l old wrap	7	New 1x8 wrap- 2 T-8s	7
Stairs	1x4- 2l vapor	6	New 1x4 wall- 1 T-8	6
Room 321	1x8- 4 4'l old wrap	4	New 1x8 wrap- 2 T-8s	4
Baths	1x4- 2l LI	8	Retrofit- reflector, 1 T-8, eb	8
Room 220	2x4- 3l LI	6	Retrofit- reflector, 2 T-8s, eb	6
Room 221	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 218	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 219	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 216	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 217	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 214	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 215	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 213	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 212	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 210	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 211	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Storage	2x4- 3l LI	6	Retrofit- reflector, 2 T-8s, eb	6
Baths	1l incan	6	New cf fixture- 45 watts	6
Baths	1x4- 2l LI	2	Retrofit- reflector, 1 T-8, eb	2

5/23/2011

Room Schedule
Park Ridge CCSD 64- Lincoln Middle School

Room 209	2x4- 3l LI	10	Retrofit- reflector, 2 T-8s, eb	10
Room 208	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 207	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 205	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 206	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 203	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Room 204	2x4- 3l LI	12	Retrofit- reflector, 2 T-8s, eb	12
Computer	2x4- 4l LI	18	Retrofit- reflector, 2 T-8s, eb	18
Library	2x4- 4l LI	13	Retrofit- reflector, 2 T-8s, eb	13
Library	1x4- 2l LI	7	Retrofit- reflector, 1 T-8, eb	7
Gym	CF fixture- 500 watts	30	New 2x4 high bay- 6 T-8s	30
Hall by gym	1x4- 2l LI	12	Retrofit- reflector, 1 T-8, eb	12
Lower level	2x4- 2l LI	6	Retrofit- 2 T-8s, eb	6
Cafeteria	2x4- 3l LI	41	Retrofit- reflector, 2 T-8s, eb	41
Cafeteria	2x2- 2u LI	4	Retrofit- reflector, 2 2' T-8s, eb	4
Garage	1x4- 2l old wrap	20	New 1x4 wrap- 1 T-8	20
Garage	1x4- 2l vapor	12	New 1x4 vapor- 1 T-8	12
Garage	2x4- 4l LI	25	Retrofit- reflector, 2 T-8s, eb	25
Garage	1l incan	20	New 1x4 vapor- 1 T-8	20
Garage	1x4- 2l LI	6	Retrofit- reflector, 1 T-8, eb	6
Winslow hall	1x4- 2l LI	32	Retrofit- reflector, 1 T-8, eb	32
Various	Old Incan Exit	15	New LED exit w/ bb	15
		811		811

Building	Project Cost	Material Cost	Labor Cost	IL DCEO Incentive	Net Cost	Savings/ Year	Payback/ Years	kWh Saved	Kw Saved
ESC Administration	\$ 21,672.32	\$ 10,955.00	\$ 10,717.32	\$ 14,753.50	\$ 6,918.82	\$ 5,884.92	1.18	43,229	27.834
Emerson School	\$ 18,871.60	\$ 9,274.00	\$ 9,597.60	\$ 7,627.50	\$ 11,244.10	\$ 2,587.25	4.35	21,896	10.170
Field School	\$ 70,942.64	\$ 32,179.00	\$ 38,763.64	\$ 38,641.00	\$ 32,301.64	\$ 13,353.37	2.42	105,773	75.770
Jefferson School	\$ 59,160.84	\$ 35,860.00	\$ 23,300.84	\$ 36,959.00	\$ 22,201.84	\$ 7,487.85	2.97	105,919	52.210
Carpenter School	\$ 61,108.36	\$ 27,890.00	\$ 33,218.36	\$ 29,939.00	\$ 31,169.36	\$ 15,588.60	2.00	79,101	61.084
Lincoln Middle School	\$ 95,660.32	\$ 47,619.00	\$ 48,041.32	\$ 54,361.25	\$ 41,299.07	\$ 15,267.62	2.71	155,899	95.39
Washington School	\$ 76,424.60	\$ 34,835.00	\$ 41,589.60	\$ 39,260.00	\$ 37,164.60	\$ 14,470.83	2.57	109,590	74.355
Roosevelt School	\$ 41,502.88	\$ 19,695.00	\$ 21,807.88	\$ 20,043.75	\$ 21,459.13	\$ 7,015.15	3.06	55,237	36.752
Totals	\$ 445,343.56	\$ 218,307.00	\$ 227,036.56	\$ 241,585.00	\$ 203,758.56	\$ 81,655.59	2.50	676,644	433.567

Troffer Retrofit Pre-Assembled (PA) Kit

Retrofit Series

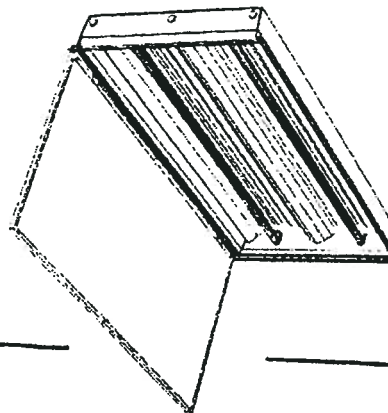
Features

Pre-Wired and Assembled Brackets, Ballasts, Luminaire Disconnects and Accessories

Available in a Range of Lamp, Ballast and Accessory Configurations

Accepts ESI reflectors for Tool Free Installation and Removal

Fits Most Troffers



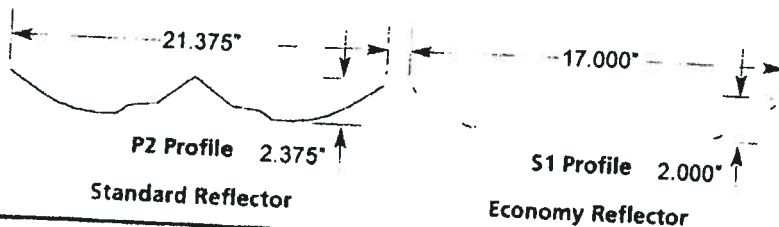
Technical Data

Socket Bars: 0.036" pre-painted cold-rolled steel. Prepunched for lampholders and wire passageway. Tabs on socket bars securely mount the reflector in the correct position relative to the lamps. Note: ESI's optional uni-bracket is pictured in the diagrams.

Reflector: The reflector can be ordered with an 85% reflective anodized finish, a 95% reflective enhanced or film finish, or a 92% reflective white enamel. The substrate is 0.020" high quality aluminum. The reflector profile is optimized using computer analysis and manufactured using state of the art CNC equipment. A protective premask is applied to all reflective surfaces prior to manufacture.

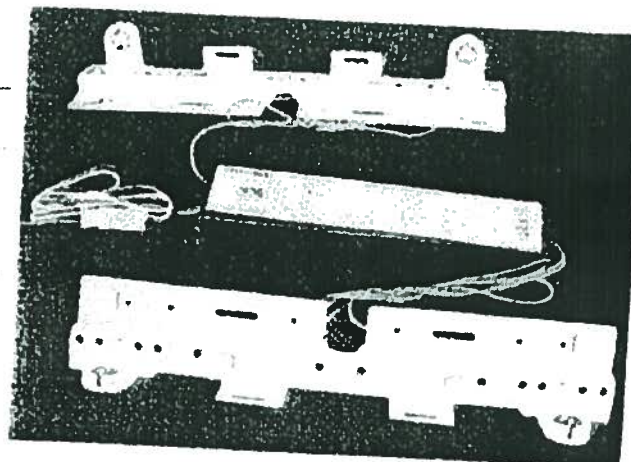
Installation: For retrofit, the existing ballast and socket bars are removed. With the new ballast and accessories installed, the ESI socket bars are centered at the ends of the fixture and fastened with two self-tapping screws. The reflector is positioned between the socket bars. By applying slight compression to the reflector peak, the tabs on the socket bar are aligned with the punchouts in the reflector. When the compression is released, the tabs securely hold the reflector in place.

Reflector Profiles



Highlights

- Save Time and \$ on Installation
- Easy to Install
- Helps Eliminate Errors
- Helps Assure Consistent Installation
- Allows the Use of More Complex and Value-added Technology



APPROVAL OF CONTRACT FOR DISTRICT ARCHITECT OF RECORD

The Board of Education authorized the administration to negotiate with Fanning/Howey Associates, Inc., as the District 64 Architect of Record at the April 24, 2011, regularly scheduled Board meeting. The attached AIA Document B101 – 2007 is being presented for approval.

ACTION ITEM 11-06-12

I move the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the Fanning/Howey Associates, AIA Document B101 - 2007 as attached.

Moved by _____ Seconded by _____

AYES:

NAYS:

ABSENT:

6/27/11

To: Board of Education
Philip Bender, Superintendent

From: Rebecca Allard, Business Manager

Subject: Approval – Fanning/Howey Associates, AIA Document B101 - 2007

Date: June 27, 2011

The Board of Education authorized the administration to negotiate with Fanning/Howey Associates, Inc., as the District 64 Architect of Record at the April 24, 2011, regularly scheduled Board meeting. The attached AIA Document B101 – 2007 is being presented for approval.

The following are the responses to inquiries made by Board members on June 13, 2011, and have been incorporated into the final document:

- Article 8.1.3 – Define consequential damages
 - The prime example of consequential damages would be the construction project is not finished on time and you have to rent space elsewhere until it is completed. Consequential injury but not direct injury.
- Article 8.2 Mediation and Article 8.3 Arbitration – why was this language struck? What recourse will the District have if a dispute should arise?
 - Mediation and Arbitration were both struck because in a construction dispute the Owner generally holds all the cards (the money) and the Arch and Contractor want to be paid. You may decide to delay or withhold payment for poor or incomplete work. You don't have to file a lawsuit to get the Arch or Contractor's attention. If you withhold the money you generally win an Owner's dispute. On the other hand, if the building is defective or falls down the Owner will generally be seeking a large damage recovery. Better to have such a dispute considered by a court. The Arch and Contractor will have to spend money suing you in court to obtain any relief. They may simply give up or walk away. In addition, the Owner can always agree to Mediation or Arbitration at a later date if it is its interest to do so. The Arch will almost always agree to mediate if it knows the Owner is about to file a lawsuit. In our experience it is not in your interest to be forced to arbitrate or mediate any and all disputes. Large sums in dispute do not lend themselves to mediation. Arbitration is simply a poor substitute for litigation. It is both final and binding. There is generally no discovery and there is no appeal. Arbitrators are often prone to split the amount in dispute to resolve the matter. In a construction dispute the real party responsible may be the Arch, the Contractor or perhaps a CM or perhaps all three to a different extent. Arbitration does not insure that all responsible parties will be joined or consolidated before one arbitrator or a panel of three arbitrators to fully resolve a dispute. Again, you can always agree to arbitration at a later date but I doubt you would ever want to.

- Explore the possibility of lowering the fees under Article 11.4 Additional Services and Article 11.8.2 Reimbursable Expense.
 - Article 11.4 Additional Services fee reduced from 20% to 15%
 - Article 11.8.2 Reimbursable Expense from 15% to 10%



TRANSMITTAL

To: Rebecca J Allard
Business Manager
Park Ridge-Niles CCSD 64
164 S Prospect Ave
Park Ridge, IL 60068

Date: June 16, 2011

From: Elizabeth J. Rutski,
Director of Administrative Services /
Senior Associate

Project: Facility Master Planning
Park Ridge-Niles CCSD 64
Park Ridge, IL
Project No. 211056.00

No. of Copies	Description of Items
2	Revised AIA B101 – 2007 with Exhibits

Sent Via: ☐ Mail ☒ UPS ☐ Overnight ☐ Hand Deliver ☐ Pickup ☐ Courier ☐ Fax

COMMENTS:

Per your request. Following Board approval and execution by Mr. Heyde, please send both copies to:

George M. Kacan
Fanning/Howey Associates, Inc.
32 Main Street, Suite C
Park Ridge, IL 60068

We will then obtain the signature of our CEO and return a fully-executed copy to you for your files.

Thank you.

/ejr

Fanning/Howey Associates, Inc. intends to send this information (including any attachments) only to the designated individual or entity. If you received this information in error, please notify the sender by replying to the electronic mail (if electronic) or by telephone at the number indicated on this document. Use, disclosure, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

ARCHITECTURE | ENGINEERING

32 Main Street | Suite C | Park Ridge, IL 60068
847.292.1039 | fax 847.292.1021 | www.fhai.com



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of May in the year Two Thousand Eleven
(In words, indicate day, month and year.)

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

Park Ridge-Niles School District 64
164 South Prospect Avenue
Park Ridge, Illinois 60068
Telephone Number: (847) 318-4301
Fax Number: (847) 318-4351

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

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

Fanning/Howey Associates, Inc.
32 Main Street, Suite C
Park Ridge, IL 60068
Telephone Number: (847) 292-1039
Fax Number: (847) 292-1021

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

Architect of Record for Professional, Architectural, Engineering, Design and Planning
Services Work
Park Ridge-Niles School District 64
Specific Projects Scope to be detailed in subsequent Amendments.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in ~~optional~~ Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

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

.1 Commencement of construction date:

Specific projects schedule to be detailed in subsequent amendments.

.2 Substantial Completion date:

Specific projects schedule to be detailed in subsequent amendments.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

Init.

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

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

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. See also Section 12.8

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

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

The Architect shall maintain at its own expense, insurance coverages, insuring the Architect, its employees, agents and designees and the Owner, its board members, officers and administrators shall be named as additional insureds on such coverages (except for professional liability and worker's compensation). The insurance shall be placed with insurance companies rated at least A+ by Best's Key Rating guide or with other insurance companies acceptable to the Owner, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to the cancellation, nonrenewal, or reduction in limits of liability by endorsement, change in deductible per claim, or change in limits or exclusion of any such policies as listed below.

The Architect shall submit valid certificates in form and substance satisfactory to the Owner evidencing the effectiveness of the foregoing insurance policies along with original copies of the amendatory riders to any such policies to the Owner for the Owner's approval before the Architect commences the rendition of any services hereunder.

All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least thirty (30) days prior written notice to the Owner. Owner and Subcontractor shall deposit with the Owner all such policies or certified copies, if requested.

The Architect hereby agrees to maintain the insurance described herein during the term hereof. If the Architect fails to furnish and maintain the insurance required herein, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

.1 General Liability

Commercial General Liability Insurance shall provide the following limits:

\$1,000,000.00 Each Occurrence, \$2,000,000.00 General Aggregate

\$2,000,000.00 Completed Operations Aggregate

\$2,000,000.00 Personal Injury

This policy shall include the following coverages:

a. Independent Contractors

b. Products/Completed Operations

c. Contractual Liability – Blanket

d. Broad Form Property Damage

e. Personal Injury – Offenses A, B, C – Exclusion C deleted

Contractual Liability Coverage, including the "Indemnification of School District and Architect" (hold harmless agreement), must be fully insured under this policy for the liability limits set forth herein. In addition, Care, Custody, and Control and XCU exclusions shall be removed from all policies under this Contract and suitable coverage provided subject to the approval of the Owner.

.2 Automobile Liability

Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00) covering personal injury, bodily and property damage.

.3 Workers' Compensation

\$1,000,000

Coverage A – Compensation – Illinois Statutory Limits

Coverage B – Employer's Liability \$500,000

.4 Professional Liability

Architect's Professional Liability Insurance, which includes Errors and Omissions Insurance and Contractual Liability Insurance, in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Four Million Dollars (\$4,000,000.00) (including but not limited to, contractual liability coverage with all coverage retroactive to the earlier of the date of this Agreement and the commencement of the Architect's services in relation to the Project), said coverage to be maintained for a period of four (4) years after the date of substantial completion of the total Project.

.5 Umbrella Liability Insurance

It is required that an umbrella policy be written for a minimum of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage. This umbrella policy would be in excess of the limits of the primary policy outlined above. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Owner. All insurance shall indicated that it is primary and that nay material change shall not take effect unless notice is provided to the Owner thirty (30) days prior to the change. With respect to the insurance required herein, the Architect shall provided such insurance naming the Owner, its Board of Education and its members individually, and its officers, employees and agents as "Additional Named Insureds."

Owner's Option to Rely on its Membership in a Self-Insured Risk Pool. Notwithstanding any other provision in any Contract Document, the undersigned herein agrees that the Owner, at its own option, may satisfy its obligation to purchase any insurance required of the Owner in the Contract through its membership in a self-insured risk pool. The rights of the Owner as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required to be maintained by the Owner pursuant to this Agreement.

Certificate of Insurance Requirements. The Certificates of Insurance and all insurance policies required to be obtained by the Architect shall provide that coverages afforded under the policies will not be cancelled, reduced or allowed to expire without at least thirty (30) days prior to written notice give to the Owner. If any of the insurance coverages are required to remain in force after final payment, all additional Certificates evidencing continuation of such coverage shall be submitted with the final application for payment.

Failure to Comply With Insurance Reporting Provisions. All insurance required of the Architect shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, directors, commissioners, officials, employees, consultants, volunteers or agents.

Insurance Requirements Cannot be Waived by Owner. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

Init.

- a. Allowing any work to commence by the Architect, contractor or any subcontractor of any tier before receipt of Certificates of Insurance;
- b. Failing to review any Certificates of Insurance received;
- c. Failing to advise the Architect, the contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions or is otherwise deficient in any manner; or
- d. Issuing any payment without receipt of a sworn certification from the Architect and all contractors and subcontractors of any tier stating that all the required insurance is in force.
- e. The Architect agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct action, inaction or omission by the Owner.

Insurance Obtained Shall Be Primary Insurance. All insurance required of the Architect shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

All Insurance Obtained Shall Apply Separately to Each Insured. All insurance required of the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Liability of the Architect is Not Limited by Purchase of Insurance. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Architect, or any of its respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner or Architect's interest or liabilities, but are merely minimums. The obligation of the Architect to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by the Architect's insurance.

Notice of Personal Injury or Property Damage. Architect shall notify Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of the same.

§2.6 It is understood and agreed that the Architect has the expertise with respect to the services to be performed under this Agreement and that any approval by the Owner of any schematic design documents, design development documents, construction documents, drawings and/or specifications is merely an approval of the general concept but not of any of the required substance or detail, and any such approval by the Owner shall not relieve the Architect or Consultant of responsibility for accuracy, completeness, adequacy, sufficiency and suitability for the intended purpose of all such documents mentioned in this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 ~~and include usual and customary structural, mechanical, and electrical engineering services.~~ 3, and as outlined in Exhibit B and include usual and customary on-site civil engineering services, on-site landscape architecture services, structural, mechanical, plumbing, fire protection and electrical engineering services as required by the Owner in writing, to produce a reasonably complete and accurate set of Construction Documents under this Agreement except those engineering services provided by the Owner under §5.6.

The Architect and his consultants shall analyze the adequacy of the existing building systems and construction which bear on the final design and shall prepare all documents necessary to detail contiguous construction and systems connections in accordance with the requirements of the Illinois State Board of Education and all other laws, statutes, codes and regulations having jurisdiction over this Project.

The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

All directions, instructions, approvals and confirmations between the Owner and Architect shall be confirmed in writing for services that deviate or exceed from this Agreement, subject to the limitations set forth in Section 3.6.1.2.

The Architect and his consultants shall prepare for, and attend as reasonably requested by the Owner, meetings of the Owner's Board of Education. The Architect and its consultants shall also prepare for, and attend all meetings requested by the Owner at the Owner's location or the Village Zoning and Community Town Hall meetings relating to this project as part of Basic Services.

Services not set forth in this Article 3-3, and as specified in Exhibit B, are Additional Services.

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

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

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

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. Project and shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.

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

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

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

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

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

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

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

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not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site ~~at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with and observe major portions during construction of the Project.~~ The Architect shall make such periodic visits to the site as may be required to keep himself fully informed as to 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 Work, to endeavor to determine that the Work is being performed in strict accordance with the Contract Documents, and endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the ~~quality or quantity of the Work.~~ On the basis of the site visits, the Architect shall keep the Owner reasonably informed about quantity or quality of the Work, but shall make sufficient visits to satisfy the standard of care specified elsewhere in this Agreement, but in no event, shall the interval of such periodic visits be less than one (1) visit per week during construction of the Project. The Architect shall provide these visits as part of these Basic Services under Article 3 above. The Architect shall keep the Owner informed of the progress and quality of the portion of the Work completed, -Work completed by timely written reports, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. If the Architect observes any fault or defect of the Project, or any non-conformance with the Contract Documents, the Architect shall give prompt written notice thereof to the Owner. Nothing contained in this paragraph shall relieve the Architect from responsibility or liability to the Owner for any failure of Architect to perform in accordance with the terms of this Agreement.

§ 3.6.2.1.1 The Architect's consultants from specific engineering or professional consultant disciplines may be required by the Owner to interpret their designs on-site and to assist in solving design or specification related construction problems. Remuneration for said consultants to the Architect shall be paid by the Architect and shall be part of the Architect's Basic Services under Article 3 above. The Architect shall be responsible for the timely coordination of said consultants and for resolving issues arising from their activities.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of ~~either the Owner or Contractor.~~ the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable ~~promptness.~~ promptness so as not to cause Owner any damages or penalties under the Agreement.

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

faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with ~~the intent expressed in the Contract Documents.~~

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

§ 3.6.3.3 The Architect shall maintain a record of the certified Applications and Certificates for Payment. Further, the Architect shall provide Owner with the original certified Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. In no event shall the Architect's approval be construed to waive, alter, or amend the Contractor's obligation to provide what is required or reasonably implied by the Contract Documents, and in no event shall the Architect be responsible for the Contractor's failure to provide what is required by the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely

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upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Illinois law and the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect will provide to the Owner written summaries of the status of all change order requests to date and submit such summaries monthly with the Architect's monthly invoice for services.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the ~~Work~~ Work and provide a copy of such records upon the Owner's request but no later than the final completion of the Project.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents; however, the issuance of such final Certificate for Payment shall not bind the Owner to any payment unless it accepts such final Certificate for Payment. Owner's Acceptance shall not be unreasonably withheld. Additionally, the Architect shall review all warranties and related documents and provide a recommendation to the Owner as to whether they comply with the Contract Documents. Upon completion of the Project, the Architect shall also review and transmit to the Owner the marked-up prints, drawings or other data regarding "as built" conditions required of the Contractor by the Owner. The Architect's review will be for changes in the Work made during construction of the Project. Further, the Architect will assist in providing the base floor plans, AutoCAD 2002 version or newer.

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™ 2007)		
§ 4.1.10 Value Analysis (B204™ 2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™ 2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™ 2007)		
§ 4.1.22 Commissioning (B211™ 2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™ 2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™ 2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™ 2007)		

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

§4.1.1 An unusual level of analysis of the Owner's needs in order to determine the requirements of the Project.

§4.1.2 Financial feasibility or other special studies.

§4.1.3 Planning surveys or comparative studies of prospective sites.

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- §4.1.4 Environmental studies and submissions required for approvals of governmental authorities or others having environmental jurisdiction over the Project.
- §4.1.5 Services related to future facilities, systems and equipment.
- §4.1.6 Measured drawings of existing conditions or facilities.
- §4.1.7 Coordination of construction performed by the Owner's own forces or contractors retained by the Owner not a part of this Project.
- §4.1.8 Services in connection with the work of a construction manager or other Owner's Agent retained by the Owner after the execution of this Agreement.
- §4.1.9 Detailed estimates of Construction Cost.
- §4.1.10 Tenant-related services.
- §4.1.11 Investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- §4.1.12 Assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operations and maintenance, and consulting during operation.
- §4.1.13 Building Information Modeling.
- §4.1.14 On-site project representation beyond that required in Basic Services.
- §4.1.15 As-designed or as-constructed Project Record Drawings.
- §4.1.16 Post-occupancy evaluations.
- §4.1.17 Coordination of Owner's Consultants.
- §4.1.18 Security planning.
- §4.1.19 Commissioning.
- §4.1.20 LEED, Green Globes or Energy Star certification.
- §4.1.21 Fast-track design services.
- §4.1.22 Historic preservation.
- §4.1.23 Service of consultants other than those outlined as a part of Basic Services in Article 3 and Exhibit B.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Owner's obligation to make payment to the Architect for any additional services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed additional services before commencing such work services. Nothing contained in these paragraphs shall release the Architect of

responsibility for Work, without extra costs to Owner, when such Work is appropriate or necessary due to Architect's negligent error.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project where such changes are not due to the errors or omissions of the Architect, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the ~~enactment~~ enactment, official re-interpretation, or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants ~~or contractors; or contractors except to the extent of the fault of the Architect or Architect's consultants;~~
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner;~~ Owner, except as modified by Section 12.1;
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is found to be a party thereto;
- .9 ~~Evaluation of the qualifications of bidders or persons providing proposals;~~
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing, with reasonable promptness, five (5) business days, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give ~~prompt written notice~~ written notice within five (5) business days from the date of the receipt of the Architect's notice herein to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- ~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of ~~Service;~~ Service, that are not the result of the Architect's negligent acts;
- .4 Evaluating an extensive number of Claims as the Initial Decision ~~Maker;~~ Maker, that are not the result of the Architect's negligent acts;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier, beyond the date of the issuance of the final Certificate of Payment to the Owner. Providing services after the Owner's acceptance of the Architect's issuance of the final certificate for payment. If the work to be performed by the Contractor has not been completed within sixty (60) days after the scheduled date of Substantial Completion, there shall be owing to the Architect from withholdings on the amount due the Contractor an additional amount equal to the Architect's services beyond that date computed in accordance with this

Agreement hereof. The Architect shall cause to be included in the Contract Documents, provisions incorporating said extra compensation payable to the Architect by the Owner as a deduction from the Contractor under the Construction Contract. Payment of the Architect's fees by the Owner shall not be contingent on the Owner's successful withholding of monies from the Contractor.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (~~—~~) visits to the site. An average of One (1) visit to the site, per week, by the Architect over the duration of the Project during construction
- .3 (~~—~~) inspections. One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents of the Contract Documents. The additional service costs associated with each reinspection will be as denoted in the General Conditions of the Contract for Construction (AIA Document A201 – 2007) with modifications. The Owner-Contractor Agreement will require the Contractor to reimburse the Owner for the cost of the reinspections.
- .4 (~~—~~) inspections. One (1) inspection for any portion of the Work to determine final completion completion. The additional service costs associated with each reinspection will be as denoted in the General Conditions of the Contract for Construction (AIA Document A201 – 2007) with modifications. The Owner-Contractor Agreement will require the Contractor to reimburse the Owner for the cost of the reinspections.

§ 4.3.4 If the services covered by this Agreement have not been completed within Sixty (60) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic~~

~~evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

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

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

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

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

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Service but this shall not diminish the Architect's duty to notify the Owner in writing of any errors or inaccuracies discovered by the Architect or Architect's consultants.

§ 5.10 Except as otherwise provided in this Agreement, or when there is an emergency, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress. Such access shall exclude school hours when students are present and/or school programs or activities are in session unless there is written approval by the Owner who shall have sole discretion on providing such approval.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. -for constructing the Project as determined by the aggregate price of construction contracts that the Owner enters into with contractors to construct the Project. Cost of the Work shall not include design fees, testing, construction manager fees, insurance paid for by the Owner, interest amounts, fees for cleaning the site, moving, legal and accounting expenses, permit fees paid by Owner, other Owner costs such as FF&E and telephone and computers and utility consumption costs. Final amounts due the Architect shall be as determined by Article 11 of this Agreement. However, the Architect shall not be entitled to payment for additions to the Cost of the Work solely as a result of errors or omissions by the Architect or Architect's consultants.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions, bidding market. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments with the Owner's written approval in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's agreed upon budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with ~~the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1-Illinois law.~~ Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run after the date of substantial completion of Work.

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

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

§ 8.2 MEDIATION

[This Section has been intentionally deleted.]

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

~~**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed~~

~~with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

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

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

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

☐ — Arbitration pursuant to Section 8.3 of this Agreement

☐ — Litigation in a court of competent jurisdiction

☐ — Other (Specify)

§ 8.3 ARBITRATION

[This Section has been intentionally deleted.]

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

[This Section has been intentionally deleted.]

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Notwithstanding any other provisions of this Agreement, the Owner shall have the right to terminate this Agreement at any time, upon giving seven (7) days written notice of such termination to the Architect, for any reason deemed adequate in the Owner's sole discretion, and, in such event, the Architect is to be paid for his services in connection herewith an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this Agreement, and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of the Architect under this Agreement. Without additional compensation, but provided the Owner has paid in full the total amount due the Architect described above, the Architect shall nevertheless after the termination make available for review and use by Owner and any Architect subsequently retained by the Owner any drawings, plans, specifications and records which the Architect herein has prepared up to the effective date of termination in connection with any Project. Such drawings, plans, specifications and records are provided to the Owner by the Architect of which the Architect shall no longer be responsible upon termination of this Agreement. If the Architect is not allowed to complete all the services called for by this Agreement, the Architect shall not be held responsible for the accuracy, completeness or constructability of the drawings, plans, specifications and records made available for the Owner's post-termination review and use. The Owner, or its newly selected replacement architect, agrees to indemnify and hold harmless the Architect from any~~

damages, liabilities or costs, including reasonable attorneys fees and defense costs, arising or allegedly arising from such post-termination review or use, including any changes to the Architect's drawings, plans, specifications and records, or the completion of the project by any other party.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and ~~Section 11.9.7.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 principal place of business of the Owner and any court proceeding filed on behalf of the Owner or Architect as a result of any allegation relating to or based on this contract shall be filed in the Circuit Court of the Owner's principal place of business.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary ~~information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. information.~~ The Owner shall provide professional credit for the Architect in the Owner's promotional materials ~~for the Project. the Project providing that the giving of such credit is without cost to the Owner.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, ~~or~~ (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential ~~information. information~~ or (4), as required to be released subject to and in compliance with the federal, state and local laws.

§ 10.9 In the performance of all services under this Agreement, the Architect shall use that degree of skill, diligence, competence, and care that an architect would use who possesses that degree of skill, competence and experience on similar construction projects of size, complexity and cost.

§ 10.10 From the Contractor's shop drawing/s, manufacturer's product literature and other data submitted to the Architect, the Architect shall furnish the Owner with a file copy of all such documents only after these documents have been reviewed as provided herein and returned to the Contractor at the end of the project. Said transmittals shall impose no duty on the Owner nor obligate the Owner to review said documents for design concepts which are the rightful responsibility of the Architect.

ARTICLE 11 COMPENSATION

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

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

Compensation for Basic Services shall be determined as indicated on Fee Charts, attached as Exhibit E. At the conclusion of the Design Development Phase, the Compensation for Basic Services will convert to a fixed stipulated sum based on the latest approved Design Development Phase documents and estimate of the Cost of the Work.

For the Basic Services, the Owner shall retain the Architect on a per Project basis as described above and/or as described by a mutually executed Amendment to this Agreement. Further, this Agreement and all related Amendment/s to this Agreement are subject to compliance with all applicable federal, state, local laws as well as Owner's Board Rules and Policies in the processing and execution of such documents. All payments are inclusive of any payments owed to the consultants of the Architect.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

In the absence of a negotiated fixed stipulated sum, the Architect will be compensated on an hourly basis using the employee's time at the hourly billing rates, per the attached Exhibit C. The hourly billing rates will be updated on January 1st of each year, at which time the new rates will automatically go into effect.

The Owner's obligation to make payment to the Architect for any additional services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed additional services before commencing such services. Nothing contained in this Agreement shall release the Architect of responsibility for Work, without extra costs to Owner, when such Work is appropriate or necessary due to Architect's negligent error.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

In the absence of a negotiated fixed stipulated sum, the Architect will be compensated on an hourly basis using the employee's time at the hourly billing rates, per the attached Exhibit C. The hourly billing rates will be updated on January 1st of each year, at which time the new rates will automatically go into effect.

The Owner's obligation to make payment to the Architect for any additional services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed additional services before commencing such services. Nothing contained in this Agreement shall release the Architect of responsibility for Work, without extra costs to Owner, when such Work is appropriate or necessary due to Architect's negligent error.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (%), ~~15.00%~~, or as otherwise stated below:

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

Init.

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

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

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

See Exhibit C – Hourly Billing Rates

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 ~~Transportation and authorized out-of-town travel and subsistence; Authorized out-of-town travel and subsistence excluding transportation to and from project site;~~
- .2 ~~Long distance services, dedicated~~ Dedicated data and communication services, ~~teleconferences~~, Project Web sites, and extranets;
- .3 Fees paid if applicable to a public body, for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form ~~documents~~; documents used for estimating, bidding, submissions to government agencies, or construction purposes;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the ~~Owner~~; Owner, except as modified in Exhibit B;
- .8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 ~~Site office expenses;~~ Dedicated on-site project office, if requested by Owner; and
- .11 Other similar Project-related expenditures.

Requests from the Architect for reimbursable expenses will in all instances be accompanied by proof of invoice where applicable and shall not exceed actual out-of-pocket expenses or such authorized multiple of such expenses, as may be agreed upon by the Owner and Architect.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (%)-10.00%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of~~

the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

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

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

—%— as designated by the Owner either monthly in proportion to services performed or per phase of Project, provided the Architect provides invoice ten (10) days before a regularly scheduled board meeting. Payments are due and payable not more than thirty (30) days after the date of the Architect's invoice unless a dispute arises regarding such payments. Amounts unpaid after that time shall be subject to the Illinois Local Prompt Payment Act.

The prime rate as published in the Wall Street Journal as of the date of delinquency, unless prohibited by law.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§12.1 The Architect will prepare Alternates for bidding changes in materials and products requiring minimum documentation alterations at no increase in fee. Where Alternates require major changes in documentation or additional documentation, the Architect's compensation for each Alternate will be established at the time the Alternate is proposed.

§12.2 Not used.

§12.3 The Architect will assist the Owner in obtaining the services required under its obligations denoted in Sections 5.4 and 5.5.

§12.4 In the event that architectural or engineering errors or omissions, whether attributable to the Architect's negligence or otherwise, cause additional construction costs beyond those which would have been incurred without the error or omission, and which the amount is more than two percent (2%) of the aggregate Cost of the Work, the Owner may, at its option, deduct from the Architect's fees such additional costs that exceed the aforementioned two percent (2%).

The cost of correcting the error or the omission shall be computed only to the extent that the cost of the correction can be determined to be greater than had the error or omission not been made by the Architect.

This clause does not apply to unforeseen field conditions, to changes requested by the Owner or to any other changes caused by conditions beyond the control of the Architect. Notwithstanding the foregoing, neither this clause nor any claim or deduction made by the Owner in accordance with this clause shall constitute a waiver of the Owner's rights to claim or recover damages in excess of the deduction through litigation or other means.

Init.

§12.5 Not used.

§12.6 A Generalized list of Basic Services and Additional Services is attached as Exhibit B. The list provides a simplified listing for ease of understanding. The services identified in Exhibit B are subject to the terms and conditions of this Agreement. In the event that there is a conflict between the Exhibit and the language of the Agreement, the Agreement shall prevail.

§12.7 Notwithstanding anything herein to the contrary, if the Project involves energy efficient commercial building property that qualifies for a tax deduction under Section 179D of the Internal Revenue Code of 1986 (or any successor provision), the Owner agrees that the Architect shall be considered the designer primarily responsible for the design of such property and the Owner shall allocate the full deduction under Section 179D to the Architect. Such allocation shall be in a written form that complies with IRS Notice 2008-40 (or any notice or authority that supersedes it).

§12.8 The Architect has adopted a Professional Judgment Ethics Policy that provides that each employee refrain from accepting anything of value from any person or entity which is intended to influence that employee's professional judgment in relation to the Project. This policy does not otherwise prohibit an employee of the Architect from accepting items of purely nominal or de minimis value.

§ 12.9 Architect shall execute certificates, in form acceptable to Owner, evidencing (1) Architect's compliance with the *Illinois Human Rights Act* [775 ILCS 5/1-101 et seq.] (including without limitation those provisions relating the Architect's written sexual harassment policy) and (2) Architect's compliance with the *Illinois Drug Free Workplace Act* [30 ILCS 580/1 et seq.].

§ 12.10 Additional projects may be added to this Agreement between the Owner and the Architect by a further written amendment between the Owner and the Architect. Such further amendment may contain specific modifications, deletions or additions to this Agreement which will be incorporated as modifications to this Agreement for the additional project only, unless otherwise specifically provided. Except to the extent of such specific modifications, deletions or additions, this Agreement will govern the additional project.

§ 12.11 Federal, State and Local Laws, Regulations and Board Rules/Policies. The Architect warrants that he and his consultants are familiar with and that the Architect and his consultants shall comply with applicable federal, state and local laws, statutes, ordinances, rules and regulations, School Board rules/policies and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. No plea of misunderstanding or ignorance thereof will be considered.

Whenever required, the Architect and its consultants shall furnish the Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, decrees and School Board rules/policies.

§ 12.12 Authorization for Additional Services. Any additional service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the service is commenced, and an estimate of the cost or a method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. Architect shall not be obligated to proceed with work that may be an additional service until such written authorization is granted. Any authorization to be made by the Owner as referred to herein must be in writing by duly authorized representatives of the Owner in order to be binding upon the Owner.

Owner hereby establishes the Superintendent or Designee as the Owner's authorized representative.

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

§ 12.14 Notices. Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the following addresses:

Charlene Johnsos, Project Manager
Fanning Howey Associates, Inc.

Superintendent
Park Ridge-Niles School District 64

32 Main Street, Suite C
Park Ridge, Illinois 60068

164 South Prospect Avenue
Park Ridge, Illinois 60068

§ 12.14 Owner Shall Not Waive Any Rights By Making Any Payment. Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.

§ 12.15 Personnel Assigned. Architect and Owner have agreed to the individuals assigned to the management of this Project. These individuals may not be reassigned or replaced without prior notice to Owner.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Initial Information - Architect of Record (AOR)

Exhibit B - Generalized List of Basic Services and Additional Services

Exhibit C - Hourly Billing Rates

Exhibit D - Not Used

Exhibit E - Project Fee Charts

Exhibit F - Sample Amendment

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

OWNER

ARCHITECT

(Signature)
John Heyde, Board of Education President

(Printed name and title)

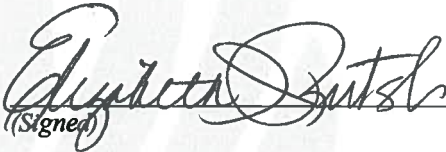
(Signature)
Daniel Mader, AIA, REFP, LEED AP, President and
Chief Executive Officer

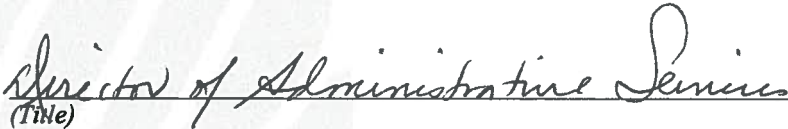
(Printed name and title)

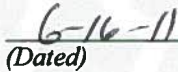
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Elizabeth J. Rutski, Director of Administrative Services / Senior Associate, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:44:56 on 06/16/2011 under Order No. 9273654626_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)


(Title)


(Dated)

INITIAL PROJECT INFORMATION

EXHIBIT A

Project:

Architect of Record for Professional, Architectural,
Engineering, Design and Planning Services Work

**Project Location and Site
Description**

Nine (9) buildings in the Park Ridge-Niles School District 64,
including all non-educational facilities:

1. Carpenter Elementary School
300 North Hamlin Avenue
Park Ridge, Illinois 60068
Phone: (847) 318-4370
Fax: (847) 318-4201
2. Emerson Middle School
8101 North Cumberland Avenue
Niles, Illinois 60714
Phone: (847) 318-8110
Fax: (847) 318-8701
3. Eugene Field Elementary School
707 North Wisner Avenue
Park Ridge, IL 60068
Phone: (847) 318-4300
Fax: (847) 318-4351
4. Franklin Elementary School
2401 Manor Lane
Park Ridge, Illinois 60068
Phone: (847) 318-4390
Fax: (847) 318-4203
5. Jefferson School
8200 N. Greendale
Niles, IL 60714
Phone: (847) 318-5360
Fax: (847) 318-5442
6. Lincoln Middle School
200 South Lincoln Avenue
Park Ridge, Illinois 60068
Phone: (847) 318-4215
Fax: (847) 318-421
7. Roosevelt Elementary School
1001 South Fairview Avenue
Park Ridge, Illinois 60068
Phone: (847) 318-4235
Fax: (847) 318-4205
8. Washington Elementary School
1500 Stewart Avenue
Park Ridge, Illinois 60068
Phone: (847) 318-4360
Fax: (847) 318-4247
9. Hendee Educational Service Center
South Prospect Avenue
Park Ridge, Illinois 60068
Phone: (847) 318-4300
Fax: (847) 318-4351

Specific Projects' Scope will be detailed in subsequent Amendments to the Agreement.

Building Information:	N/A
Budget Information:	N/A
Owner's Representative:	Rebecca J. Allard, Business Manager Park Ridge-Niles School District 64 164 South Prospect Avenue Park Ridge, Illinois 60068
Owner's Consultants:	None
Architect's Consultants:	Cost Estimating – Blundall & Associates, Inc. Civil Engineering – Bono Consulting Inc. Civil Engineers Food Service Consultant – Vorndran & Associates Theater Consultant – William H. Lord
Procurement Method:	Competitive public bid
Other Project Information	None at this time.

GENERALIZED LIST OF BASIC SERVICES AND ADDITIONAL SERVICES

EXHIBIT B

ARCHITECTURAL/ENGINEERING BASIC SERVICES

The following itemized services are included as a Basic Service as described in the Owner-Architect Agreement.

1. **Community Support Strategy Assistance**
2. **Educational Specifications Assistance**
 - a. Coordination with Owner's consultant
 - b. Participation In Educational Specifications workshops
3. **Building Program Development**
 - a. Educational specifications requirements documented in relation to building area, quality, budget, and schedule.
4. **Architectural Design Services**
5. **Mechanical Engineering Design Services**
6. **Electrical Engineering Design Services**
7. **Structural Engineering Design Services**
8. **Civil Engineering Design Services (on site)**
9. **Landscape Architecture Design Services (on site)**
10. **Site Planning Design Services**
11. **Acoustical Engineering Design Services**
12. **Proposal Coordination for Topographic and Boundary Survey**
 - a. Topographic and Boundary survey costs are to be paid by the Owner
13. **Proposal Coordination for Geotechnical Testing Services**
 - a. Geotechnical testing services are to be paid by the Owner
14. **Proposal Coordination for Site Environmental Testing (If required)**
 - a. Environmental Testing to be paid by the Owner
15. **Coordination with Owner's independent commissioning agent**
 - a. Independent commissioning agent fee to be paid by the Owner
16. **Coordination of Approvals for authorities having jurisdiction over the project**
 - a. Fees to be paid by the Owner or reimburse the Architect for fees paid
17. **Filing of Variances (If required)**
 - a. Fees to be paid by the Owner or reimburse the Architect for fees paid
18. **Coordination of printing and distribution of contract documents to bidders**
 - a. Cost of printing and distribution of documents for estimating, bidding and construction purposes to be paid directly by the Owner or as a reimbursable expense to the Architect
19. **Theatre Consultant (If appropriate)**
20. **Food Service Consultant (If appropriate)**
21. **Aquatics Design Consultant (If appropriate)**
22. **Hardware Specialist**
23. **Specification and Bid Document preparation**
24. **Computer Aided Design and Drafting (CADD)**
25. **Interior Design Services (finish materials and color selections)**
26. **Fixed equipment and casework design**
 - a. Educational Casework
 - b. Science Casework
 - c. Library Casework
 - d. Physical Education Equipment
 - e. Custom Millwork

27. **Technology Infrastructure**
 - a. Cable tray (raceway), in-wall conduit and boxes, IDF (Intermediate Distribution Frame) technology closet locations, MDF (Main Distribution Frame) location and electrical requirements coordination
 - b. Meetings to develop the overall educational technology scope and preliminary budgets
 - c. Specifications for computers, software, and staff training are not a part of Basic Services.
 - d. See Additional Services for Educational Technology Plan Development Services
28. **Construction Budget Cost Estimating**
 - a. Development of Pre-Design, Schematic Design, Design Development and Construction Document Phase Estimates of the Cost of the Work.
 - b. See Additional Services for detailed quantity take-off estimate services
29. **Bid Result Evaluation and Recommendations**
 - a. Pre-bid Conference
 - b. Bid Opening
 - c. Bid Tabulations
30. **Attendance at Board of Education meetings when necessary**
31. **Construction Administration Services**
 - a. Construction Observation by Construction Administrator (average one visit per week)
 - b. Periodic visits by project engineers and architects
 - c. Site visit reports
 - d. Shop Drawing review
 - e. Development of Requests for Proposals
 - f. Preparation and evaluation of Change Orders
 - g. Project Progress Meeting attendance
 - h. Review of Contractor Application for Payment
 - i. Authorize Certificate of Substantial Completion
 - j. Coordination of Contract Document required training sessions

ARCHITECTURAL/ENGINEERING ADDITIONAL SERVICES

The following services are available on an hourly basis or for a negotiated fee.

1. **Overall Master Planning**
 - a. Development of site master plans for the proper location of "future" components
 - b. Development of future additions to the building design
2. **Traffic Engineering studies**
3. **Documentation of existing building conditions**
 - a. Field measurement and recreation of existing drawings in AutoCAD format. Can include all engineering systems.
4. **Off-site Civil Engineering**
 - a. Sanitary Sewer design
 - b. Storm Water Design
 - c. Water Service Design
 - d. Roadway/Bridge design
 - e. Coordination with local, state and national governing agencies
 - f. Bidding and Construction Observation
5. **Waste Water Treatment Plant Design**
 - a. Technical Design and contract document development
 - b. Bid Evaluation and recommendation
 - c. Construction Observation
 - d. EPA coordination
6. **Educational Technology Design**
 - a. Overall District wide technology master plans
 - b. District-wide technology design for wide area networks

- c. Building level technology design including voice, video and data
- d. Budget development
- e. Technical design and specification development
- f. Bid Evaluation and Recommendations
- g. Construction Observation
- 7. **Extended Construction Administration Services**
 - a. Additional time spent at the construction site by F/H Construction Administrator up to full-time representation
- 8. **Record Drawings Documentation Service**
 - a. Transfer of Contractor's record drawing mark-ups to AutoCAD digital format
- 9. **Loose Furnishings**
 - a. Design development
 - b. Budget Development and coordination
 - c. Coordination meetings
 - d. Bid Document preparation
 - e. Bid Evaluation and Recommendation
 - f. Shop Drawing submittal review
- 10. **Administration of Multiple Prime Contracts**
 - a. Additional service to administer more than eight prime contracts in the conventional general contractor delivery method
 - b. Additional service to administer more than twenty prime contracts in the construction manager delivery method
- 11. **Phased "Fast Track" Construction**
 - a. Additional bidding phases are required
- 12. **Building and/or site models**
- 13. **Building Information Models**
- 14. **Artist's Renderings**
 - a. Art media renderings are available as an additional service
 - b. A basic computer rendering is a part of Basic Service
 - c. Animated computer imaging is available as an additional service.
- 15. **LEED, Green Globes or Energy Star Certification of Sustainable Design**
 - a. Services associated with the documentation and coordination necessary for sustainable design certification from recognized assessment organizations.

HOURLY BILLING RATES**EXHIBIT C****POSITION****HOURLY
RATE****Project Executive \$ 230.00****Project Manager 185.00**

(Includes Architectural, Interiors, Specifications, and Structural, Mechanical, Plumbing, Electrical, Civil, Educational Technology Engineering)

Project Designer 130.00

(Includes Architectural, Interiors, Specifications, and Structural, Mechanical, Plumbing, Electrical, Civil, Educational Technology Engineering)

Project Coordinator 105.00

(Includes Architectural, Interiors, Specifications, and Structural, Mechanical, Plumbing, Electrical, Civil, Educational Technology Engineering)

Technician 95.00

(Includes Architectural, Interiors, Specifications, and Structural, Mechanical, Plumbing, Electrical, Civil, Educational Technology Engineering)

Draftsperson 80.00

(Includes Architectural, Interiors, Specifications, and Structural, Mechanical, Plumbing, Electrical, Civil, Educational Technology Engineering)

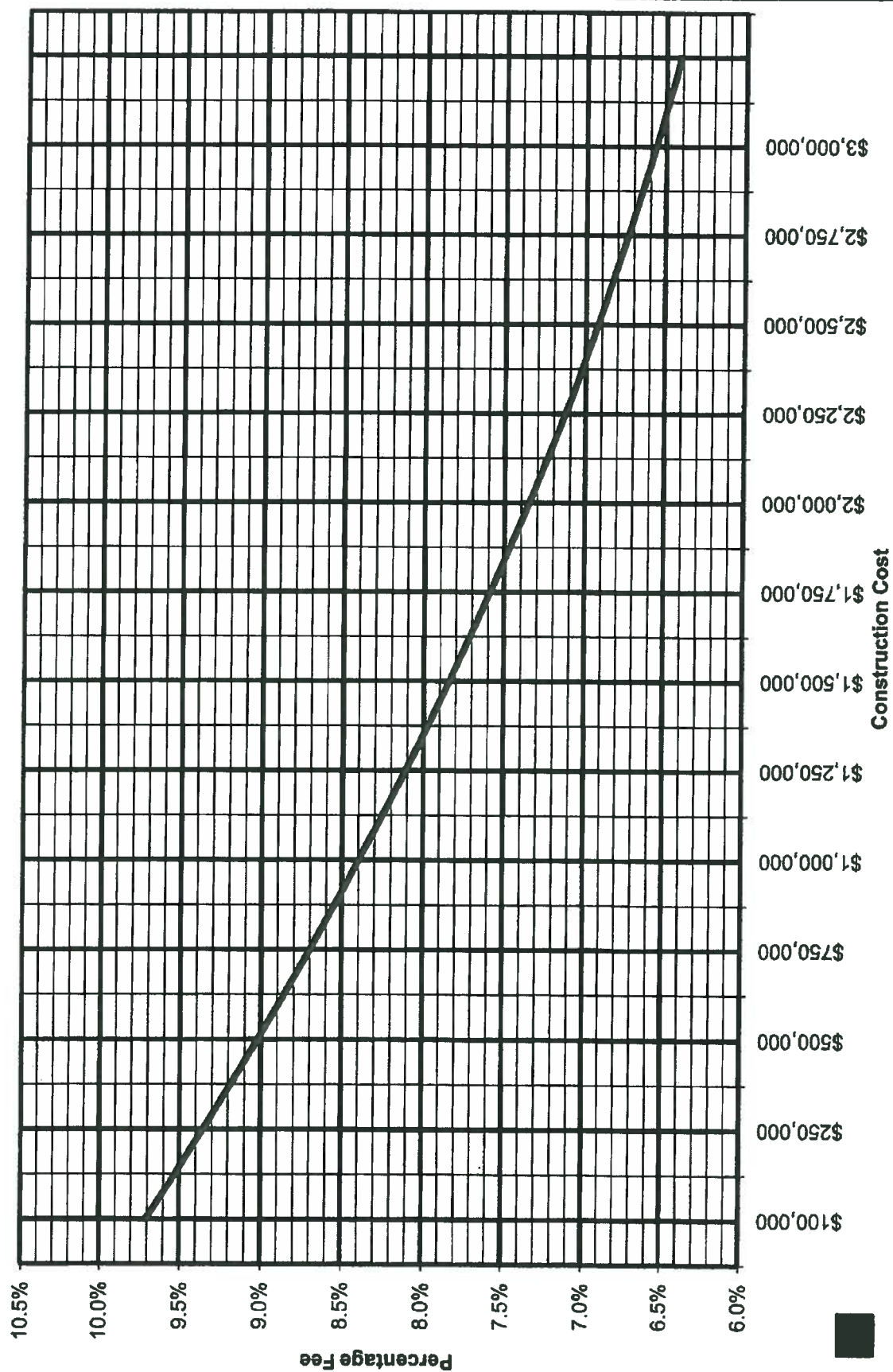
Construction Administrator 130.00**Special Services/Administrative/Clerical 77.00**

(Includes 3-D Services and Multi Media)

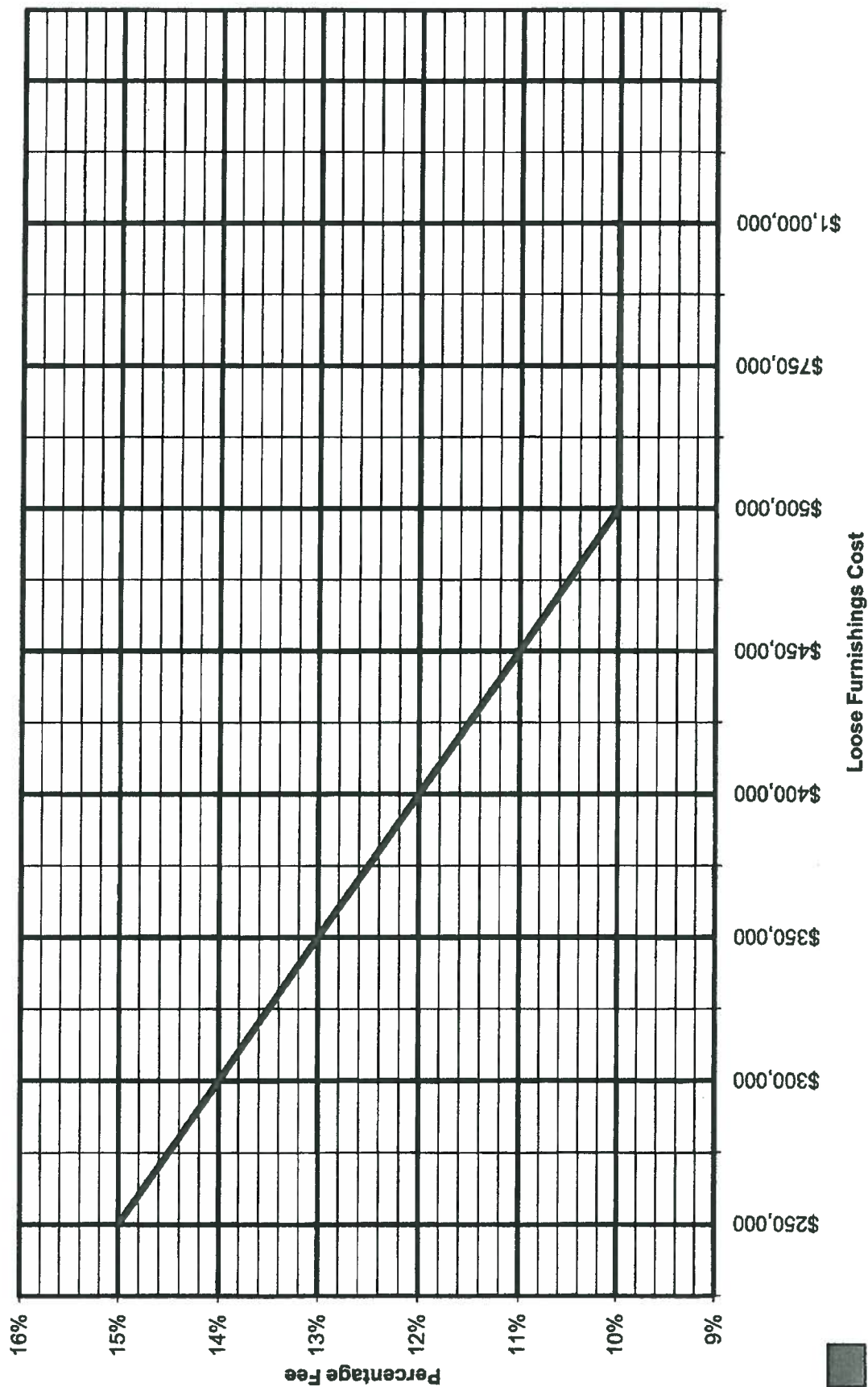
Clerical 52.00

NOTE: BILLING RATES WILL BE UPDATED ON JANUARY 1 OF EACH YEAR.

**Fanning/Howey Associates, Inc.
Educational Technology Design**

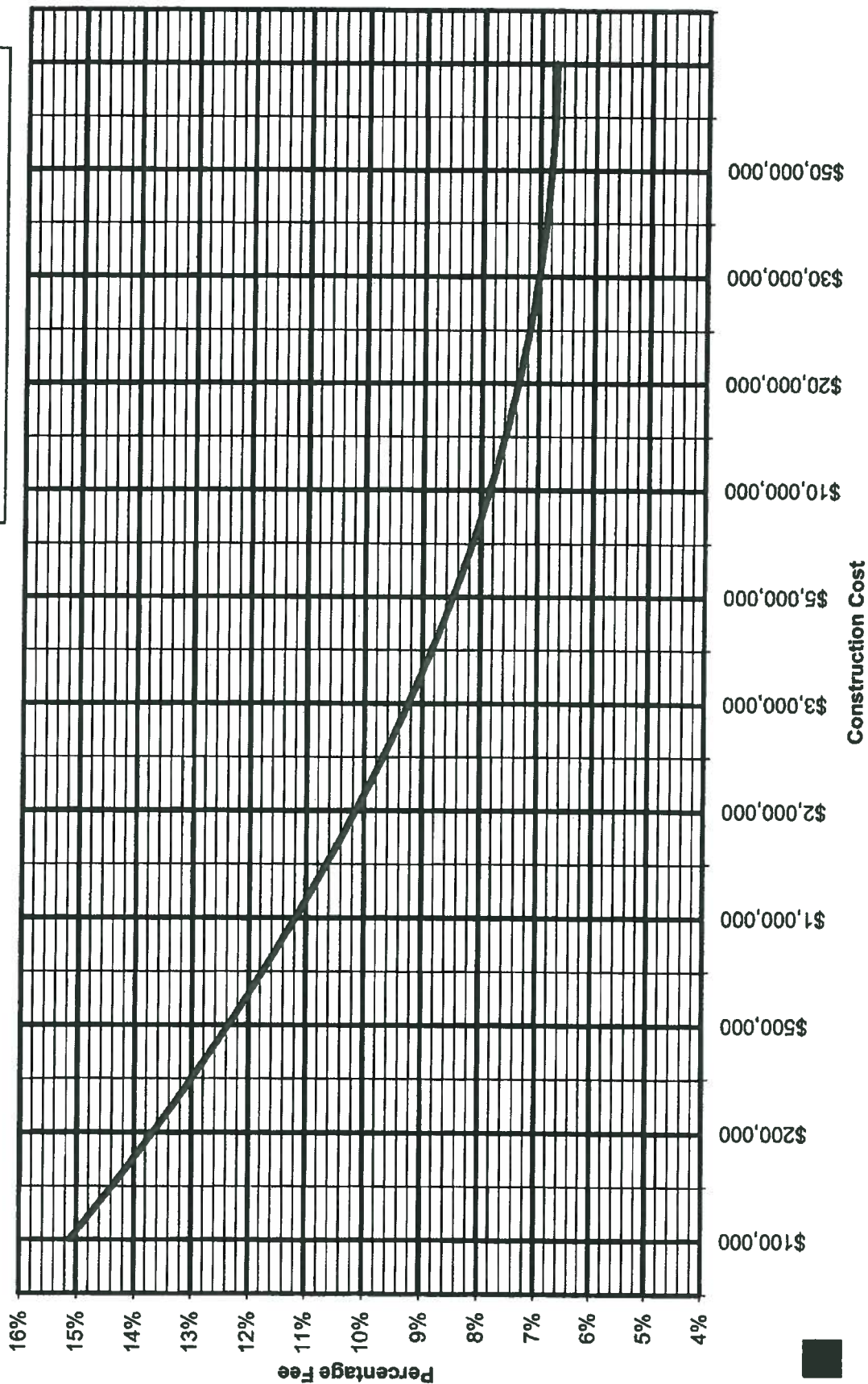


Fee Chart
Fanning/Howey Associates, Inc.
Loose Furnishings



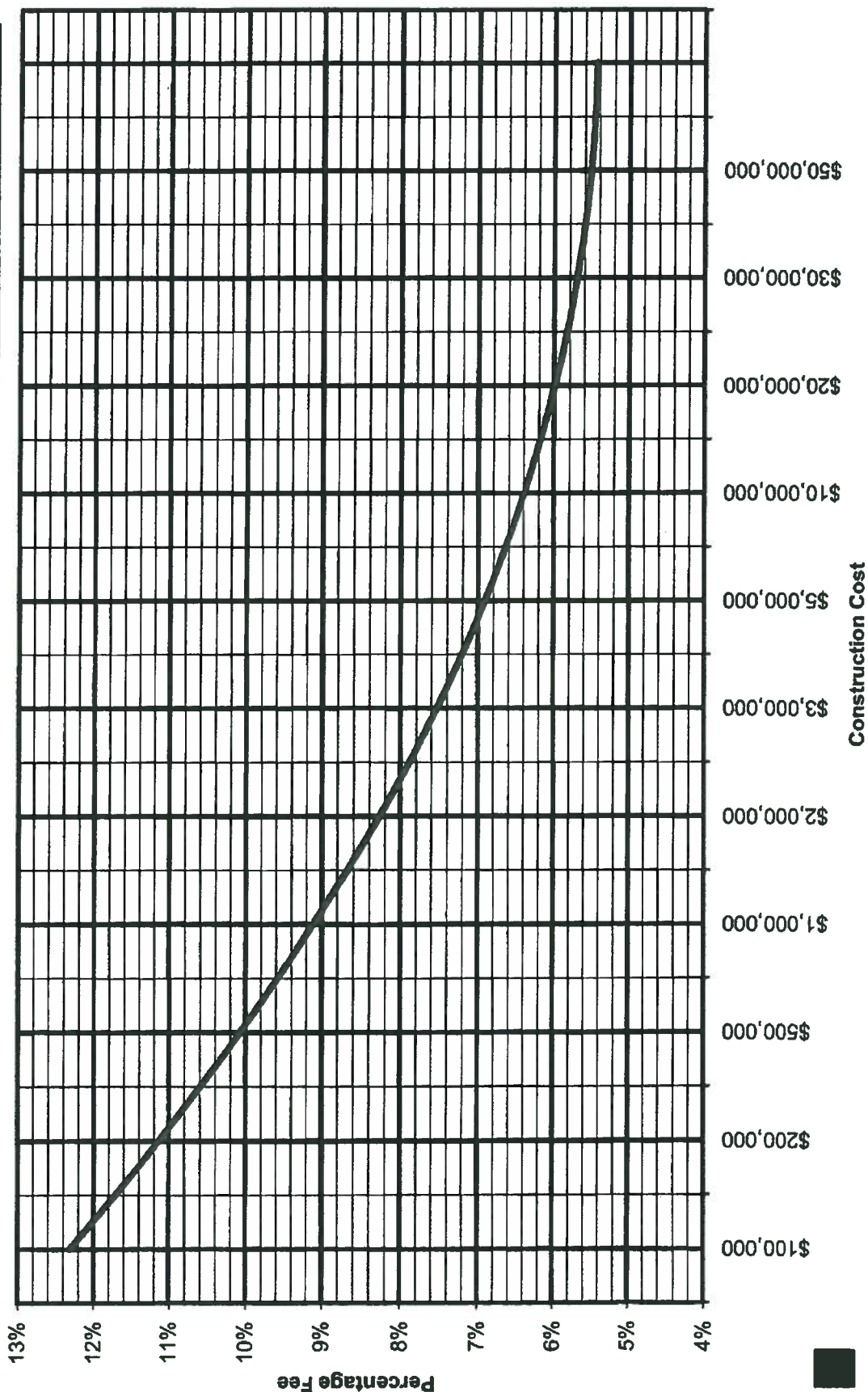
Fee Chart **Fanning/Howey Associates, Inc.** **Renovations**

- + The fee is calculated on the basis of not more than 8 prime contractors. Add .25% for each contract over 8.
- + Should the Owner direct that "Phased Construction" be used, a fee increase will be negotiated



Fee Chart
Fanning/Howey Associates, Inc.
New Construction

- + The fee is calculated on the basis of not more than 8 prime contractors. Add .25% for each contract over 8.
- + Should the Owner direct that "Phased Construction" be used, a fee increase will be negotiated



**FIRST AMENDMENT
TO
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT**

THIS FIRST AMENDMENT, dated _____

Between the Owner: Park Ridge-Niles School District 64
 164 South Prospect Avenue
 Park Ridge, Illinois 600686

And the Architect: Fanning/Howey Associates, Inc.
 32 Main Street, Suite C
 Park Ridge, Illinois 60068

To the Standard Form of Agreement between the Owner and Architect, AIA Document B101 - 2007, for Architect of Record for Professional, Architectural, Engineering, Design and Planning Services work, dated May 17, 2011, hereinafter referred to as the Agreement.

WITNESSETH:

THAT WHEREAS, the Owner desires to add to the Scope of Work for the Project, and the Architect is willing to act as Architect for said Work;

NOW THEREFORE, the Owner and Architect agree as follows:

1. That the following be added to the description of the Project, location, and scope on page one of the Agreement.

XXXXXXXXXXXX:

- a. XXXXXXXXXX
- b. XXXXXXXXXX

2. That for the purpose of fixing the Basic Compensation of the Architect for Services in connection with this additional scope pursuant to Article 11.1 on page____ of the Agreement.

The Architect's compensation shall be _____ [Spell out amount and (\$)].

3. That for the purpose of this additional scope, the progress payments to the Architect will be based upon following schedule:

_____	_____
_____	_____
_____	_____

EXHIBIT F

4. That for all purposes of establishing the time frame in Article 11.5.1, for this additional Scope of Work, the duration shall be _____ from the date of this Amendment.
5. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment entered into as of the date and year first above written.

OWNER:

PARK RIDGE-NILES SCHOOL DISTRICT 64
164 SOUTH PROSPECT AVENUE
PARK RIDGE, ILLINOIS 60068

BY: _____

ARCHITECT:

FANNING/HOWEY ASSOCIATES, INC.
32 MAIN STREET, SUITE C
PARK RIDGE, ILLINOIS 60068

BY: _____
Daniel R. Mader, AIA, REFP, LEED AP
President/Chief Executive Officer

APPROVAL OF LEASE AGREEMENT BETWEEN SCHOOL DISTRICT 64 AND
CHILD CARE WITH CONFIDENCE

Attached is the Lease and License Agreement by and between Park Ridge-Niles Community Consolidated School District #64 and Child Care with Confidence, Inc. to commence on July 1, 2011. This lease supercedes an existing lease agreement that commenced on August 1, 2002 and notice of termination dated March 1, 2011.

ACTION ITEM 11-06-13

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois approve the Lease with Child Care with Confidence, Inc. effective July 1, 2011.

Moved by _____ Seconded by _____

AYES:

NAYS:

PRESENT:

ABSENT:

6/27/11

**LEASE AND LICENSE AGREEMENT BY AND BETWEEN PARK
RIDGE-NILES COMMUNITY CONSOLIDATED SCHOOL DISTRICT
NO. 64, COOK COUNTY, ILLINOIS AND CHILD CARE WITH
CONFIDENCE, INC.**

THIS LEASE, made as of this 1st day of July, 2011, by and between the Board of Education of Park Ridge-Niles Community Consolidated School District No. 64, Cook County, Illinois (hereinafter called "Landlord") and Child Care with Confidence, Inc., an Illinois not-for-profit corporation (hereinafter called "Tenant").

WITNESSETH

WHEREAS, Landlord is the legal titleholder to the facility and adjoining grounds commonly known as Jefferson School, located at 8200 Greendale Avenue in Niles, Illinois (hereinafter referred to as the "Premises"); and

WHEREAS, Landlord has the authority, pursuant to Section 10-22.11 of The Illinois School Code (105 ILCS 5/10-22.11) to lease buildings, rooms, grounds and appurtenances for appropriate purposes, when such facilities are not required for its own educational programs; and

WHEREAS, Landlord has determined that currently certain portions of the Premises are temporarily unnecessary for its educational programs and that the best interests of the residents of the community will be enhanced by entering into this Lease; and

WHEREAS, the Lease supersedes an existing lease agreement between Landlord and Tenant that commenced on August 1, 2002 and has been renewed successively each year thereafter; and

WHEREAS, Tenant desires to continue to lease from Landlord that portion of the Premises located in the northwest corner of Jefferson School and consisting of approximately 7,650 square feet of interior space including six classrooms and two adjacent corridors plus an adjacent, outdoor and fenced playground area (hereinafter the "Leased Space") and to have access and license to use those portions of the parking lot, playground, and playground

equipment (hereinafter "Licensed Spaces") located on the Premises more specifically described in Exhibit A attached hereto and incorporated herein by reference to operate a private child care facility; and

WHEREAS, Landlord and Tenant acknowledge tenant has filed a Real Estate Exemption Complaint and a Real Estate Assessed Valuation Complaint with the Cook County Board of Review and further acknowledge that if the Leased Space is not determined as exempt from property taxes then the Leased Space is property described at Section 9-195 of the Property Tax Code and as such the Tenant shall be liable for and timely pay property taxes imposed on the leasehold created by this Lease and that no tax lien arising from the imposition of any leasehold assessment shall attach to the Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration of the rents, covenants and agreements on the part of Tenant to be observed and performed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Space on an exclusive basis and upon the terms and conditions and agreements hereinafter set forth, and Landlord and Tenant hereby agree as follows:

1. LEASE TERM. The term of this Lease shall commence on the 1st day of July, 2011 (the "Commencement Date") and terminate on the 30th day of June, 2012, which period shall be referred to herein as the "Lease Term". Landlord and Tenant may meet and confer prior to the expiration of the Lease Term to discuss the possible renewal and extension of the Lease Term upon such terms and conditions as are mutually agreeable to the parties. In the absence of such an agreement to renew and extend the Lease Term, the Lease shall terminate on June 30, 2012.

2. USE OF LEASED SPACE. The Leased Space shall be used by Tenant for the operation of a private child care facility by Tenant and may be occupied and otherwise used by

Tenant's employees, invitees, students and visitors (the "Permitted Use") and no other use of the Leased Space or the Premises shall be permitted, unless otherwise specifically addressed herein or authorized by Landlord. Landlord reserves the right to lease the portion of the Premises not leased to Tenant to another party, so long as such additional tenancy does not materially interfere with Tenant's use of the Leased Space. Tenant, at its own expense, may install additional play equipment at the adjacent, outdoor, fenced playground area approved by Landlord and in areas agreed to by Landlord. Tenant's use of the Leased Space shall be limited to the hours of 5:00 a.m. through 7:00 p.m. during weekdays (Monday through Friday). Use of the Leased Space during any other times or days is prohibited unless Tenant provides notice to Landlord no less than 24 hours prior to such use.

3. USE OF LICENSED SPACE. The Licensed Space, consisting of the designated parking areas, and other playgrounds and playground equipment at the Premises shall be available to the Tenant at no additional charge. The Licensed Space shall be used by Tenant in connection with its use of the Leased Space for the Permitted Use and no other use of the Leased Space or the Premises shall be permitted, unless otherwise specifically addressed herein or authorized by Landlord. If by reason of negligence attributable to the Tenant, or persons on site by virtue of Tenant's activities, any playground equipment is damaged, the Tenant shall be responsible for repair and the Landlord shall have no obligation to replace, repair or improve such playground equipment. In order to minimize disturbance to the neighborhood surrounding the Premises, Tenant shall require its employees, invitees, and visitors to fully use available parking at the Premises before parking on adjacent public streets.

4. RENT. Tenant agrees to pay Landlord a rental amount of TWENTY EIGHT THOUSAND SIX HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS (\$28,687.50) per year for its use of the Leased Space for the Lease Term. Such rent shall be paid to Landlord in

twelve (12) equal monthly installments of TWO THOUSAND THREE HUNDRED NINETY AND 63/100 DOLLARS (\$2,390.63) beginning on the Commencement Date and by the first day of each month thereafter. If the first day of a month falls on a weekend or holiday, rent shall be due on the business day immediately following the weekend or holiday. If rent is not received by Landlord by the first day of the month (as defined above) a late payment fee of ONE HUNDRED DOLLARS (\$100.00) will be assessed in addition to the monthly rental. In the event the Lease Term is extended, the rent shall be increased each year on the anniversary date of the Lease (i.e., July 1) in an amount mutually agreeable to the parties.

5. CONDITION OF LEASED SPACE. Tenant acknowledges that except as otherwise provided herein, neither Landlord nor any agent or employee of Landlord has made any representation or warranty concerning the Leased Space, with respect to the suitability, condition or repair thereof, and Tenant accepts possession of the Leased Space in "as is/where is" condition. No promise of Landlord to alter, remodel, improve or repair the Leased Space, or any part thereof has been made. Any modifications to the Leased Space, which may be required by applicable federal or state law or local ordinance to permit Tenant to conduct its program, as more specifically identified above as the Permitted Use, shall be undertaken at Tenant's sole expense. All damage or injury to the Leased Space caused by the acts or negligence of Tenant, its agents, employees, licensees, invitees, permittees, students, or visitors, shall be promptly repaired, to the satisfaction of the Landlord. Such repairs shall be completed by Tenant or its contractors, or at Tenant's election, by employees of Landlord, in which event Tenant shall pay all direct labor, material and overhead costs actually incurred by Landlord at Landlord's customary rates for such labor, materials, and costs, within thirty (30) days of Tenant's receipt of an appropriate invoice from Landlord.

6. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the right during the Lease Term, with the prior written consent of the Landlord, to make alterations, changes or improvements to the Leased Space. All improvements resulting from such work shall, upon completion thereof, become the property of the Landlord unless the written consent of the Landlord contains an express provision to the contrary. Any repairs, alterations, changes, or improvements made to the Leased Space shall be subject to the terms and conditions of the Chicago and Cook County Project Labor Agreement (the "PLA") between the Labor Organizations (as defined in the PLA) and the Landlord dated July 13, 2010.

7. TENANT'S IMPROVEMENTS. Before commencement of any work or delivery of any materials onto the Leased Space, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits, proof of insurance, and indemnification in form and amounts satisfactory to Landlord. Upon completion of any work by an outside contractor, Tenant shall provide Landlord with waivers of lien against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the additions, alterations, changes and improvements.

8. MAINTENANCE AND REPAIRS. During the term of this Lease, Tenant agrees to maintain the Leased Space in a clean, safe and orderly manner and in full compliance with all applicable federal, State, county and local laws and regulations. Landlord agrees to provide custodial services along with garbage hauling, lawn care, and snowplowing services in connection with Tenant's use of the Leased Space at no additional cost to Tenant. Tenant agrees that it shall be solely responsible for the cost of installation and operational service charge for telephone and internet services in connection with its use of the Leased Space. Tenant agrees to lock and secure the Leased Space when it is not in use by Tenant. To the extent any structural

repairs are required to maintain the safety and integrity of the Premises, those repairs shall be the responsibility of Landlord.

9. UTILITIES. Landlord, at no additional cost to the Tenant, shall furnish and supply all heat, water, gas, and electricity reasonably required by Tenant for its use of the Leased Space. Tenant agrees that it will be economical in its use of all utilities.

10. LIABILITY AND WORKER'S COMPENSATION INSURANCE. (a) Tenant agrees during the term hereof to carry general comprehensive liability insurance, in the joint names of Landlord and Tenant, covering the Leased Space for injury or death to any person or persons, and for property damage, with coverage limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such insurance companies licensed to do business in Illinois, and to pay the premiums therefore and to deliver copies of said policies or certificates thereof to Landlord. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it, or by independent instrument furnished to Landlord, that it will give Landlord thirty (30) days prior written notice before the policy or policies in question shall be altered or canceled. Additionally, Tenant shall furnish Landlord with certificates of insurance from all outside contractors performing labor or furnishing materials that insure Landlord against any and all liabilities which may arise out of or be connected in any way with such outside contractors. (b) In addition, Tenant shall maintain worker's compensation insurance in sufficient amounts as required by Illinois law.

11. INDEMNIFICATION. (a) Tenant will indemnify Landlord and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of or in connection with the occupancy or use by Tenant of the Leased Space or any part thereof, or occasioned wholly or in

part by any act or omission of Tenant, its agents, contractors, employees, servants, students, visitors, or their successors or assigns. In case Landlord or its officers, employees or agents or their successors or assigns shall be made a party to any litigation commenced by or against Tenant or its officers, employees, agents, or students, or their successors or assigns, then Tenant shall protect and hold Landlord and its officers, employees and agents or their successors or assigns harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by them in connection with such litigation. (b) Further, Landlord will indemnify Tenant and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of or in connection with the occupancy or use by Landlord of the portion of the Premises other than the Leased Space.

12. FIRE AND EXTENDED COVERAGE INSURANCE. Landlord shall secure and provide adequate fire and extended coverage insurance for the Leased Space. Such fire and extended coverage insurance shall not cover any items of personality, other than permanent fixtures, which Tenant or its employees, licensees, permittees or invitees may install on the Leased Space. Furthermore, Landlord shall have no liability for, nor any responsibility to insure against, the loss, theft, damage or destruction of any personal property brought onto the Premises or the Leased Space by Tenant or its employees, licensees, permittees, students, or invitees, except when such loss, theft, damage, or destruction is caused by an employee of Landlord.

13. DAMAGE TO LEASED SPACE. If the Leased Space is damaged by fire or other insured casualty so as to render the Leased Space unusable for the Permitted Use for a period in excess of three (3) weeks, this Lease shall be terminated immediately and all prepaid rent shall be returned by Landlord on a pro-rated basis. Landlord represents and warrants that, to the best of its knowledge and belief, the Premises are in compliance with applicable federal,

State, county, and local regulations. In the event the Leased Space requires repairs or maintenance to maintain such compliance and such repairs or maintenance have an aggregate cost in excess of \$20,000.00, either Landlord or Tenant may elect to terminate this Lease with thirty (30) days written notice of termination to the non-terminating party.

14. DEFAULT/TERMINATION OF LEASE. If Tenant defaults in the payment of rent and/or property taxes, or defaults in the performance of any of the other covenants, conditions, or obligations hereunder, Landlord shall give Tenant written notice of such default and if Tenant does not cure any such default within five (5) days after the giving of such notice, then Landlord may terminate this Lease on not less than thirty (30) days' notice to Tenant. Provided, however, that if such default (other than a default in the payment of rent) cannot be cured within such five (5) day period and Tenant commences such cure and diligently pursues such cure thereafter, the five (5) day period shall be extended for such period of time as may be reasonably necessary to complete such cure but not to exceed an additional forty (40) days. On the date specified in such notice the Lease Term shall terminate, and Tenant shall then quit and surrender the Leased Space to Landlord, but Tenant shall remain liable for any unpaid rent or property taxes. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Leased Space by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver. In the event Landlord prevails in any action for recovery of possession of the Leased Space or for payment of any sum due to be paid by Tenant pursuant to this Lease, Tenant shall pay Landlord's reasonable attorney's fees and costs of suit for said action.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not sell, assign, hypothecate, sublet or transfer this Lease or Tenant's interest hereunder, without the prior written consent of the Landlord in each instance.

16. SIGNAGE AND PROMOTION. Tenant shall be permitted to install or maintain a sign on the Premises subject to the prior written approval of Landlord as to the location, size, and illumination of such sign. Such signage may not reference, imply or suggest any affiliation, relationship, or sponsorship of the Tenant by Landlord nor may it include "School District No. 64" or any derivative thereof. Further, Tenant may not promote or market its program by incorporating any reference to or affiliation with "School District No. 64" or the like.

17. LAWS, ORDINANCES AND REGULATIONS. Tenant will, at its expense and as required by law, comply with all applicable federal and state statutes and regulations, with all local municipal ordinances, with all applicable rules and orders of health officers, with the orders and requirements of the police department, and with the rules and orders of the fire department, with respect to any matter coming within their jurisdiction.

18. RIGHTS AND REMEDIES. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other remedies Landlord may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

19. RIGHT OF ENTRY. Landlord and its agents shall have the right to enter the Leased Space at all times upon reasonable notice for the purpose of examining or inspecting the same, or for other purposes permitted under this Lease; provided, however, that nothing herein contained shall be construed as imposing upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Leased Space, except as specifically provided for in this Lease. "Reasonable Notice" means one (1) hour prior notice unless Tenant or Tenant's agent acquiesces to a lesser time period. In cases of an emergency, no notice shall be required.

20. SURRENDER OF LEASED SPACE. At the termination of this Lease for any reason, Tenant shall surrender the Leased Space to Landlord in good condition and repair, normal wear and tear excepted, and shall return the Leased Space to its condition prior to the commencement of the Lease Term.

21. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be given personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may by written notice to the other specify a different address for notice purposes.

22. PROPERTY TAXES. Tenant warrants and represents that it is (and will endeavor to remain during the Lease Term) an Illinois not-for-profit corporation, and that its occupancy and use of the Premises, the Leased Space, or the Licensed Space will not result in any real estate taxes being imposed on the Landlord or the Premises. It is acknowledged that: (a) The Cook County Assessor (the "Assessor") has assessed the Leased Space as a leasehold property referenced by the property index number (PIN) 09-23-400-058-8002 for the 2009 and 2010 tax years. A bill for the 2009 tax year was issued by the Treasurer and paid by the Landlord on or about December 13, 2010 in the amount of \$7,197.25. Tenant shall reimburse Landlord for such payment of 2009 taxes no later than June 30, 2011 and this Lease shall not be effective unless and until Tenant makes such reimbursement. (b) During the Lease Term Tenant shall be responsible for the payment of any taxes that have been or will be assessed on the Leased Space. (c) The Assessor has also applied an omitted assessment to the Leased Space for the 2003 through 2008 tax years. An omitted assessment tax bill for 2003 through 2008 is anticipated to issue from the Cook County Treasurer (the "Treasurer") on or after August 1, 2011. Tenant may challenge, at its own expense, any assessment placed upon the Leased Space

by the Assessor for any tax year including the 2003 through 2008 omitted assessment tax bill. Tenant may apply for and diligently prosecute exemption of such leasehold assessment or the amount of such assessment or take such other action granted to it by law and, further provided, that Tenant shall indemnify and hold harmless Landlord from any property tax liability on the Leased Space. Tenant shall, within three (3) days of its receipt thereof, on behalf of and at no cost to Landlord, respond to all notices, certificates, and other communications or actions taken pursuant Section 21-75, 21-90, and 21-145 or any other relevant sections of the Property Tax Code relating to Tenant's actions or inactions regarding payment of the omitted assessment taxes. Tenant's obligations under this section (c) shall survive the termination of this Lease.

23. PARTIAL INVALIDITY. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

24. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto.

25. AUTHORITY. Each individual signing this Lease on behalf of Landlord or Tenant represents and warrants that such person is authorized to execute the Lease and that the Lease shall be binding on the Landlord and Tenant, as the case may be.

IN WITNESS WHEREOF, the parties hereto have signed this Lease on the date first above written.

LANDLORD:

BOARD OF EDUCATION, PARK RIDGE-
NILES COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 64, Cook County,
Illinois,

By: _____
President

Attest: _____
Secretary

Address:
Superintendent
Park Ridge-Niles Comm. Cons. School
District No. 64
164 S. Prospect Ave.
Park Ridge, IL 60068

TENANT:

CHILD CARE WITH CONFIDENCE, INC.,
an Illinois not-for-profit corporation,

By: _____
President

Address:
Ms. Lois Fisher
Child Care with Confidence, Inc.
8200 Greendale Ave.
Niles, IL 60714


EXHIBIT A

SITE PLAN OF PREMISES AND LEASED SPACE

[Site Plan to be attached with designation of classrooms, corridors, playground area, and parking areas]

Appendix 5

To: Board of Education
Philip Bender, Superintendent

From: Rebecca Allard, Business Manager 

Subject: Discussion Item – District 64 Revised 457 (b) Tax Deferred Plan Document

Date: June 27, 2011

The Internal Revenue Service (IRS) has issued new guidelines for 457 (b) Tax Deferred Plan that requires District 64 to modify its existing plan document.

The attached communication from Hodges Loizzi Eisenhammer Rodick & Kohn LLP outlines the many variables associated with modifying the plan document. Also attached are the modified 457 (b) Deferred Compensation Plan for Public Education Employers and the Adoption Agreement for 457 (b) Deferred Compensation Plan for Public Education Employers.

The modification of the 457 (b) Deferred Compensation Plan will benefit employees by allowing them additional venues for deferring the taxability of income for retirement purposes. The limits under the 457 (b) Deferred Compensation Plan are in addition to the limits allowed under the 403 (b) Deferred Compensation Plan. The maximum annual contribution limit for 2011 is \$16,500. The maximum annual contribution increases to \$22,000 if the individual is age 50 or older.

The difference between the 403 (b) Deferred Compensation Plan and the 457 (b) Deferred Compensation Plan is the administration of the plans. IRS regulations mandated a third party administrator administer a 403 (b) Deferred Compensation Plan. There is not a mandate for a third party administrator under the 457 (b) Deferred Compensation Plan. District 64 will administer the 457 (b) plan.

Hodges Loizzi
Eisenhammer Rodick & Kohn LLP

Barbara A. Erickson
berickson@hlerk.com

ATTORNEY-CLIENT PRIVILEGE

June 7, 2011

Via Facsimile Transmission and First Class Mail

Rebecca Allard, Business Manager
Community Consolidated School District No. 64
164 S. Prospect Ave.
Park Ridge, Illinois 60068

Re: 457(b) Plan

Dear Becky:

Pursuant to your request and our telephone conversation, this letter supplements the 457(b) Deferred Compensation Plan ("Plan") document we previously sent to your District by offering descriptions of various options under the Plan and how those options may affect administration of the Plan. As you are aware, we previously sent to you a model Plan document, Adoption Agreement, Participation Agreement and Hold Harmless (a.k.a. "Service Provider Agreement") for you to use to update and restate the District's Plan. It is our understanding that the District's 457(b) plan currently in effect allows contributions to be sent to only one service provider. As you are aware, the model Plan document we sent to you and the supporting documents for that Plan contemplate the ability to have several different service providers. It is important to emphasize that the Plan documents and supporting documents are models. Thus, they will require additional work in order to finalize them in a manner that will suit the plan design for the District.

Subsequent to our sending of those documents to the District, you have asked us to describe how Roth contributions can be made a part of the Plan. The District also asked us for guidance on what tasks may be involved if the District self-administers its Plan rather than having a third party administrator.

Thus, in this letter, we briefly summarize the various options available to employees under the Plan as well as all of the Plan documents involved and how those documents and options may affect the level of administration when performed "in-house". We also discuss specifically the issue of Roth contributions. Further, we have attached a revised Adoption Agreement indicating that Roth contributions are offered under the Plan in case the District chooses to offer them.

Initially, as is indicated in the Adoption Agreement, the Board has a choice of whether or not to

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Hodges Loizzi Eisenhammer Rodick & Kohn LLP

Rebecca Allard

June 7, 2011

Page 2

offer several different options in the Plan. It is also noted in the Adoption Agreement that the administration may make certain modifications to the Plan without the approval of the Board.

With regard to how the Board may take action to adopt the restatement, either a resolution or a motion should be acceptable as long as there is proof that the Board took action and proof of that action is maintained with the Plan. Note, however, that we typically recommend that a resolution adopting the restatement of the new Plan be adopted by the Board of Education.

Turning to the Plan documents, the Plan document, itself, describes the procedures that the District and employee(s) must follow in order for employee(s) to receive deferred compensation in accordance with Section 457(b) of the *Internal Revenue Code* of 1986 and its corresponding regulations. ("Code"). The Plan document also describes the various options available to the employee(s) with respect to distributing, contributing, transferring, rolling over or otherwise increasing or decreasing compensation held pursuant to the Plan, while still maintaining tax deferred status under the Code.

The Participation Agreement is executed by the employee. It is similar to the salary reduction agreement that is used for 403(b) annuities. In the Participation Agreement, the employee elects to participate in the Plan and instructs the District as to the amount that the employee wants to contribute to his or her 457(b) account from his or her salary on a monthly basis. The Service Provider Agreement is executed by both the District and the Service Provider (the entity providing the 457(b) product).

The Adoption Agreement is executed by the Board. It indicates, among other issues, which employees qualify to participate in the Plan, what contributions, if any, the school district will make to each employee's 457(b) account, and what options the school district has selected to provide employees under the Plan. For your convenience, we will briefly describe the availability of certain Plan options under 457(b).

Mandatory Employee Options

We first note that there are certain options that an employer *must* offer employees who choose to participate in its 457(b) plan. These options are not reflected in the Adoption Agreement but are described in the Plan document. As you may already be aware, with respect to employee contributions, there are limits. Specifically, contributions may not exceed the lesser of 100% of "includible compensation" or \$16,500 for 2011 (the dollar limit may increase each year based on cost of living increases, as determined by the Internal Revenue Service).

Second, when a Plan participant attains the age of 50, he or she may elect to increase his or her deferrals in accordance with the Code's limits. This provision appears in the Plan under Section

Hodges Loizzi

Eisenhammer Rodick & Kohn LLP

Rebecca Allard

June 7, 2011

Page 3

3.3 and is known as the Older Worker Catch-Up provision. That limit for 2011 is \$5,500 (the dollar limit may increase each year based on cost of living increases, as determined by the Internal Revenue Service). This provision allows employees, who may have otherwise not been able to contribute the maximum amount of salary that is allowed under the Code to their 457(b) accounts, to “catch up” on those salary deferrals.

Third, employers who offer 457(b) plans must allow a participant who is going to receive a distribution from the Plan to elect to have any portion of an “Eligible Rollover Distribution” paid directly to an “Eligible Retirement Plan” in the form of a direct rollover. This mandate is addressed in Section 5.11 of the Plan.

Fourth, distributions to participants from a previous governmental employer’s eligible 457(b) deferred compensation plan may be rolled into the District’s Plan provided they qualify as “eligible rollover distributions.” Such rolled over amounts must be allocated to the participant’s rollover account. This provision is located in Section 3.5 of the Plan.

Fifth, the Board, with the employee’s consent, may immediately distribute funds from a 457(b) account to an alternate payee who is named under a “qualified” domestic relations order.

Sixth, distributions under the Plan are only allowed under certain, limited conditions as allowed by the Code and/or elected by the District in the Adoption Agreement. However, a participant who is on active duty for a period of at least 30 days while performing qualified military service and who is receiving differential pay from the District while on active duty may elect to receive a distribution of his deferrals into the Plan as permitted under the Code. Note that if such distribution is taken, no deferral into the Plan may be made by the participant for a period of at least 6 months from the date of the distribution. Section 5.1 describes this provision.

Finally, there are rules set forth in the Plan that describe what a “Mandatory Distribution” is and under what circumstances they must be made. These provisions are described in Article 5 of the Plan, specifically under Sections 5.5 through 5.8.

Employee Options Offered at Employer Discretion

Aside from the aforementioned mandatory Plan provisions, there is an array of options that are available under the Plan that *may* be offered as options to employees. Moreover, the Board also may choose to limit options that an investment product offers but that are not specifically mentioned in the Plan. In our opinion, these options are typically included in 457 plans, which is why they are not listed as options in the Adoption Agreement. However, if the District wishes to remove the ability for any such options, please let us know. The Board should decide which of the options discussed below, if any, it wants to offer its employees.

Hodges Loizzi

Eisenhammer Rodick & Kohn LLP

Rebecca Allard

June 7, 2011

Page 4

First, the Board *may* allow employees to transfer money from accounts it had in a previous governmental employer's eligible 457(b) deferred compensation plan into an employee's own 457(b) account at the District. You will note that, due to regular inclusion in plan terms, this option is not reflected in the Adoption Agreement as an option but rather appears in the Plan document in Section 3.4.

Second, the Board *may* allow an employee to transfer all or any portion of his or her 457(b) account at the District to another 457(b) plan sponsored by a governmental employer. However, we note that merely because the Board chooses to offer such an option does not mean that the other governmental employer has offered to accept these types of transfers or that the investment product allows such a transfer. In fact, in order for the transfer to be valid under the Code, both the governmental employer's plan that would be receiving the transferred funds and the investment product must specifically permit these types of transfers. In addition, if offered by the Board, such transfers could only be elected prior to the date the benefits would otherwise become payable under the plan. Again, this option is in the Plan and not represented as a choice in the Adoption Agreement because it is common.

Third, if offered by the investment product, the Board *may* allow the employee to transfer amounts from his account to a state or local retirement system such as TRS or IMRF in order for the employee to purchase past years of service credits or to repay amounts previously taken out of TRS or IMRF by the employee. This option is made available to employees in the Plan in Section 5.12.

Employee Options Offered Pursuant to the Adoption Agreement

In addition to the provisions listed above at the District's discretion that are not provided in the Adoption Agreement, there are other options that the District may elect to offer under the Adoption Agreement. As noted in our previous communication, the Adoption Agreement acts as a light switch for certain options in the Plan document. If elected by the District in the Adoption Agreement, the provision is available under the terms of the Plan. We note that if the District prefers, once the Board has determined that it does not wish to offer an option in the Plan, we can remove that option from the Plan entirely and thus, it will not be able to be viewed by employees that it was an option in the first place. Please let us know if the District would like us to do that.

First, it is up to the District to determine who will be eligible to participate in the Plan. Note that unlike 403(b), the rules governing 457(b) plans do not contemplate that all employees must be offered the ability to salary reduce to a 457(b) plan if one employee has the ability. However, if the District has in the past offered 457(b) to bargaining unit employees, it should be cognizant of

Hodges Loizzi Eisenhammer Rodick & Kohn LLP

Rebecca Allard

June 7, 2011

Page 5

bargaining implications if it eliminates the option. We have not completed any information in the Adoption Agreement with regard to this. The District will need to complete this option.

Second, the Board may elect to offer Roth contributions under the Plan. If the District elects to offer Roth contributions, it will effectively be “turning on” Article 9 of the Plan. That Article sets forth the requirements for the accounts and elections for Roth. As we discussed, there are various benefits to Roth 457(b) accounts as opposed to non-Roth that generally deal with when and how the participant will be taxed on contributions or distributions. Participants would be advised to speak with the tax advisors to decide if Roth is an appropriate investment option for them.

With regard to the administrative complexity of offering Roth in the District’s Plan, the District should be aware of the following:

- Roth contributions must be allocated to a separate account maintained for such deferrals. These accounts shall be maintained such that contributions, withdrawals and earnings and losses on Roth shall be credited and debited and accounted for separately for each participant’s account.
- Roth contributions are taxed differently than regular contributions.
- Rollover rules are different for Roth than they are for regular 457(b) accounts.
- When participants have Roth accounts, excess distribution ordering rules apply.
- Not all service providers offer investment products with Roth features.
- Good faith compliance obligations are also set forth in the Plan.

Many additional rules apply to Roth contributions, rollovers, distributions and withdrawals as well that the District would need to become familiar with in order to administer a Plan with Roth options. If the District wishes to offer Roth, the participation and service provider agreement will need to be updated. Based on our previous telephone discussion, we have attached another Adoption Agreement setting forth the option of Roth as being selected. If the District does wish to select Roth, it should note on the Adoption Agreement the date by which it began allowing Roth contributions.

Third, the Board *may* elect to offer employees an option commonly referred to as the “final three years catch up” that will allow them to defer a greater amount of money in their 457(b) account in the three (3) years prior to their retirement. The District previously indicated to us that it allows these catch-ups; and that the plan currently in effect has the “normal retirement age” for determining when this catch-up can be used as age 70.5. Because many employees of school districts do not typically work until that age due to the TRS retirement age, this option will not be available to most employees and the District may wish to consider using a different “normal

Hodges Loizzi Eisenhammer Rodick & Kohn LLP

Rebecca Allard

June 7, 2011

Page 6

retirement age". We can assist the District if it wishes to reconsider. Currently, the "normal retirement age" on the Adoption Agreement is 70.5.

Fourth, if permitted by the investment product, the Board *may* elect to provide the employees with loans through their 457(b) accounts. However, please be advised that, because these loans are analogous to commercial loans under IRS regulations, the District may be subject to the requirements of the *Fair Credit Reporting Act*, 15 USC 1681 *et. seq.* including but not limited to performing credit checks on each employee who applies for a loan. Therefore, because of the additional liability and responsibility that these loans will place on school districts, we advise against allowing employees to take loans from their 457(b) accounts. The District previously indicated to us that loans are not permitted under the Plan. Thus, the Adoption Agreement so indicates.

Fifth, the Board, if permitted by the investment product, *may* choose to allow employees to elect to take a small balance distribution, which is subject to several conditions which are explained in Section 5.3 of the Plan. The District previously indicated to us that small balance distributions are not permitted under the Plan. Thus, the Adoption Agreement so indicates.

Sixth, the Board, if permitted by the investment product, *may* choose to allow employees to elect to withdraw certain amounts from their 457(b) accounts for unforeseeable emergencies, as allowed by the Code and as explained in Section 5.2 of the Plan. If the District is self-administering the Plan, the determination of what will constitute an unforeseeable emergency will need to be made by the District in accordance with the limitations set forth in the Code and the regulations. The service providers may become involved in whether an unforeseeable emergency meets Code requirements, however, the determination will be made by the District. Thus, if the District is self-administering the Plan and offers this option, it must become aware of the rules governing these types of withdrawals. The District previously indicated to us that unforeseeable emergency withdrawals are not permitted under the Plan. Thus, the Adoption Agreement so indicates.

Note that the Adoption Agreement also sets forth the option for the District to decide if it will allow employer contributions to be made to accounts and under what circumstances. The District previously indicated to us the employer contributions are allowed under certain circumstances. Thus, the Adoption Agreement reflects the availability as described by the District.

The Adoption Agreement also sets forth in question 7 where the District must identify which investment products by which service providers will be offered under the Plan. Note that question 7 also includes Appendix 1 to accommodate longer lists. This information will need to be completed by the District on the Adoption Agreement. At your request, we have included a provision in the Adoption Agreement that amends the Plan to allow the administration to revise

Hodges Loizzi Eisenhammer Rodick & Kohn LLP

Rebecca Allard

June 7, 2011

Page 7

this list on an ongoing basis. The title of the administrator authorized to make such changes will need to be inserted by the District.

The District may also indicate a default investment product under question 8 of the Adoption Agreement for times when a participant elects to defer salary in the Plan but fails to properly elect an investment product. This information will need to be completed by the District on the Adoption Agreement of whether the District wishes to designate a default. As with the question 7 provider list, we have allowed ongoing administrator update to this provision. The Adoption Agreement also sets forth whether the District's Plan will allow beneficiaries to also elect a beneficiary. The District previously indicated to us that such beneficiary designations are not allowed under the Plan. Thus, the Adoption Agreement so indicates.

Finally, please note that the law surrounding pensions such as 457(b) and 403(b) is evolving. Specifically, revisions to the Plan may be required due to the release of highly anticipated 457 regulations expected to be released this fall by the IRS and Treasury. There may also be revisions required due to the passage of state laws that have been under consideration by Illinois legislators and promise to be a topic in the next session.

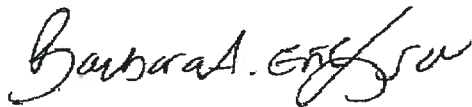
After you have had an opportunity to review the Plan and select what options, if any, to offer participating employees, please contact Heather Brickman or me if you have any questions or concerns or if we may be of any further assistance.

Federal Tax (Circular 230) Notice:

To the extent this communication concerns federal tax issues, it is not intended to be used and cannot be used by the recipient to avoid penalties.

Sincerely,

HODGES, LOIZZI, EISENHAMMER,
RODICK & KOHN



Barbara A. Erickson

BAE/

Hodges Loizzi _____
Eisenhammer Rodick & Kohn LLP

Rebecca Allard

June 7, 2011

Page 8

cc: Heather K. Brickman

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457(b) DEFERRED COMPENSATION PLAN
FOR
PUBLIC EDUCATION EMPLOYERS

The Employer whose name and signature appear on the Adoption Agreement for the 457(b) Deferred Compensation Plan for Public Education Employers (the "Adoption Agreement") hereby establishes a deferred compensation plan (the "Plan") which is established pursuant to applicable state law and is intended to comply with Section 457(b) of the Internal Revenue Code of 1986, as amended, and any regulations issued thereunder. The Plan shall include the provisions set forth in this Plan document, the Adoption Agreement and any contracts, custodial agreements, and trusts as may be established or maintained by a provider of Investment Products available hereunder.

ARTICLE I
DEFINITIONS

As used in this Plan, the specific words and phrases shall have the following meanings, unless a different meaning is plainly required by the context and the following rules of interpretation shall apply in reading this instrument. The masculine pronoun shall include the feminine and the singular shall include the plural. All references herein to specific Sections shall mean Sections of this document unless otherwise qualified.

- 1.1 Account means the separate account or accounts established and maintained by the Trustee for each Participant under the terms of the Plan. 457 Rollover Account means that portion of a Participant's Account attributable to Rollover Contributions received from another eligible 457(b) deferred compensation plan sponsored by a Governmental Employer.
- 1.2 Administrator means Employer or the alternate Administrator appointed under Section 6.2 of the Plan to act as such under this Plan.
- 1.3 Adoption Agreement means the separate agreement as executed by Employer and which sets forth the elective provisions of the Plan. The Adoption Agreement shall be included as part of the Plan.
- 1.4 Beneficiary means, subject to Section 5.14, the person(s), trust(s), or other entities designated by the Participant to receive the balance of the Participant's Accounts, if any, upon the Participant's death. Elections made by a Participant hereunder shall be binding on any such Beneficiary(s).
- 1.5 Code means the Internal Revenue Code of 1986, as amended and any regulations issued thereunder.
- 1.6 Contribution means all contributions made hereunder by or for the benefit of each Participant and deposited into each Participant's Account. A Rollover Contribution means a contribution of an eligible rollover distribution made by a Participant from another eligible deferred compensation 457(b) plan sponsored by a Governmental Employer.
- 1.7 Eligible Individual means any individual who qualifies for eligibility in accordance with the applicable provisions of the Adoption Agreement and under Section 2.1 of the Plan. Individuals who do not perform services for Employer may not defer compensation under the Plan.
- 1.8 Employee means any individual in the employ of the Employer who is designated on the payroll records of the Employer as a common law employee. Even if a subsequent determination by a court of competent jurisdiction or governmental agency reclassifies any individual as a common law employee, such individual shall be excluded from "Employee" status hereunder. "Leased employees" described in Section 414(n) of the Code shall not be included as Employees hereunder.

- 1.9 Employer means the public education organization identified as Employer in the Adoption Agreement, any successor thereto that elects to maintain this Plan, and any predecessor which has maintained this Plan.
- 1.10 Governmental Employer means any entity described in Section 457(e)(1)(A) of the Code.
- 1.11 Includible Compensation means the remuneration paid by Employer to an Eligible Individual that qualifies as "includible compensation" under Section 457(e)(5) of the Code. Beginning in 2009 and thereafter, such term also includes any "differential pay" that may be received while performing qualified military service under Section 414(u) of the Code.
- 1.12 Independent Contractor means any person receiving cash remuneration from the Employer for services rendered to Employer pursuant to one or more contracts, if such person is not an Employee.
- 1.13 Investment Product means any investment product specifically approved and authorized by Employer to be offered to Participants under the Plan, provided that such products are held in an annuity contract, custodial account or trust that qualifies as a trust to hold 457(b) plan assets under Section 401(f) of the Code.
- 1.14 Participant means any Eligible Individual who has executed a Participation Agreement and has not become ineligible to participate in the Plan and any Employee for whom the Employer has made a direct contribution to the Plan. An "Active Participant" is any Participant who is currently deferring compensation under a Participation Agreement or who is receiving direct Employer contributions to his Account. An "Inactive Participant" is any former Participant who is not currently deferring compensation hereunder or who is not receiving direct Employer contributions to his Account. .
- 1.15 Participation Agreement means an agreement by which an Eligible Individual agrees to defer current remuneration otherwise payable from the Employer into the Plan and the Employer agrees to deposit such deferred amount into the Plan in accordance with the terms of the agreement.
- 1.16 Plan means this 457(b) Deferred Compensation Plan for Public Education Employers and the related Adoption Agreement as executed by the Employer, along with any custodial account, Trust or annuity contract as may be established or maintained by a provider of Investment Products available hereunder.
- 1.17 Trust means any trust established under applicable state law by the Employer to hold Participant Accounts hereunder as provided in Article IV, and any other account, contract or instrument that qualifies as a trust under the terms of Section 401(f) of the Code.
- 1.18 Trustee means the person, entity or organization, if any, designated to act as Trustee of the Plan in the Adoption Agreement. If the assets of the Plan are held in annuity contracts and/or custodial accounts, then the issuer of such annuity contracts and/or custodial accounts must qualify under Sections 457(g) and 401(f) of the Code. The term "Trustee" shall include an insurer issuing such annuity contracts and/or the issuer of such custodial accounts

ARTICLE II. ELIGIBLE INDIVIDUALS

- 2.1 **ELIGIBILITY.** The Administrator shall determine the eligibility of each Eligible Individual based upon the eligibility requirements selected in the Adoption Agreement. Such determination shall be conclusive and binding upon all persons.
- 2.2 **PARTICIPATION.** An Eligible Individual may participate and become an Active Participant by executing a valid Participation Agreement and delivering such agreement to Employer. The Participation Agreement shall specify:
- (a) the amount of the Active Participant's Includible Compensation which the Employer and the Active Participant agree to defer, and
 - (b) the date as of which reduction and deferral of compensation pursuant to the Participation Agreement shall begin, which date shall be as early as administratively practicable but not earlier

than the first day of the first calendar month following the execution of the Participation Agreement.

If, in the Adoption Agreement, Employer has elected to make an Employer contribution to the Plan, any individual who is eligible to receive the contribution shall be deemed to be an Active Participant for all purposes of the Plan as of the first day of the first calendar month following satisfaction of the eligibility requirements for receiving the Employer contribution, provided that all required administrative forms necessary to open an Account and have such amounts contributed into an Investment Product have been executed by such date. The participation date shall default to the first day of each succeeding calendar month until all required forms are received by Employer.

- 2.3 TERMINATION OF ELIGIBILITY. In the event a Participant ceases to be an Eligible Individual, the Participant shall become an Inactive Participant and all Contributions shall immediately cease.
- 2.4 AMENDMENTS OF PARTICIPATION AGREEMENTS. Participation Agreements are irrevocable as to all amounts previously deferred under the Participation Agreement. A Participant may modify a Participation Agreement, on forms approved by the Administrator, to do any of the following:
- (a) change the investment of any Contributions to the Account;
 - (b) terminate the election to be an Active Participant; and
 - (c) change prospectively the amount of compensation to be deferred.

An amendment or termination shall be effective as soon as administratively practicable, but not earlier than the first day of the following calendar month.

ARTICLE III. CONTRIBUTIONS AND ALLOCATIONS

- 3.1 CONTRIBUTIONS. Except as provided in Sections 3.2 and 3.3, the maximum amount that may be contributed into the Plan by or on behalf of a Participant during any taxable year shall not exceed the limits of Section 457(b)(2) of the Code. Subject to such limitation, nothing herein shall prohibit an Employer from making Contributions into the Plan for a Participant in accordance with the terms of the Adoption Agreement.

If, in any taxable year, the total amount contributed by or on behalf of a Participant exceeds the limits of Section 457(b)(2) of the Code, (as modified by Section 3.2 and 3.3 of the Plan) then any such excess, plus earnings thereon, shall be distributed from the applicable Investment Products as soon as practicable upon discovery of the excess contribution.

- 3.2 FINAL THREE (3) YEARS OF SERVICE CATCH-UP DEFERRAL LIMIT. If elected by the Employer in the Adoption Agreement, an Active Participant may in any of his final three (3) years of employment, ending before the year in which the Participant attains Normal Retirement Age as defined in the Adoption Agreement, elect to defer from compensation an amount not exceeding the limits of Section 457(b)(3) of the Code, and applicable regulations issued thereunder. For purposes of this Section 3.2, a prior year shall be taken into account only if such year began after December 31, 1978, and the Participant was eligible to participate in the Plan during all or a portion of the prior year.
- 3.3 OLDER WORKER CATCH-UP CONTRIBUTION LIMIT. A Participant who has attained age 50 on or before the last day of the calendar year may elect to increase his deferrals in accordance with the limits of Section 414(v) of the Code for that calendar year. Such contributions are in addition to

the limitations of Section 457(b)(2) of the Code, but may not be used in any taxable year in which the special limits described in Section 3.2 of the Plan provide for a larger contribution limit.

- 3.4 TRANSFERS FROM OTHER 457 PLANS. This Plan shall accept transfers from Participant accounts held in a previous Governmental Employer's eligible 457(b) deferred compensation plan.
- 3.5 ROLLOVERS INTO THE PLAN. Distributions to Participants from a previous Governmental Employer's eligible 457(b) deferred compensation plan may be rolled into this Plan provided such distributions qualify as "eligible rollover distributions," as defined in Section 402(c)(4) of the Code. Such amounts shall be allocated to the Participant's 457 Rollover Account.

ARTICLE IV. INVESTMENTS

- 4.1 PARTICIPANT DIRECTION. Participants shall provide investment instructions, on such forms as may be required by the Administrator, for Contributions to be deposited into Investment Products as directed by each Participant. If a Participant fails to instruct the Administrator where to invest Contributions made to his Account, or if instructions are not clear, complete or understandable, as determined solely by the Administrator, then any Contributions shall follow the default provisions as selected by the Employer in the Adoption Agreement.
- 4.2 AUTHORIZED INVESTMENT PRODUCTS. Employer shall authorize Investment Products in which Participants may invest their Accounts, provided that any authorized Investment Product must be held for the exclusive benefit of Participants and their Beneficiaries in a Trust or alternate funding vehicle that qualifies as a Trust pursuant to Section 1.16 of the Plan. Accounts may only be invested in Investment Products approved and authorized by the Employer.
- 4.3 ESTABLISHMENT OF ACCOUNTS. Appropriate Accounts shall be established for each Participant. These Accounts shall reflect the Contributions, if any, made for each Participant, and investment earnings or losses of the Investment Products utilized by the Participant to reflect any appreciation or depreciation in the fair market value of the Participants' Accounts. The fair market value of each Participant's Account shall represent the fair market value of all assets held, plus deposits and accrued earnings, less accrued expenses and proper charges against each Participant's Account as of each valuation. Each Account shall be valued at least once per calendar year.
- 4.4 TRUST REQUIREMENT. Accounts shall be held in trust for the exclusive benefit of Participants in a Trust or alternative instrument that qualifies as a trust under Section 401(f) of the Code. Any investment made hereunder shall be subject to the terms and conditions of the Trust to the extent such terms are not inconsistent with the terms of the Plan or applicable law (including regulations and other guidance provided thereunder). In such instance, the terms of the Plan shall control.
- 4.5 ADMINISTRATION OF INVESTMENTS. Contributions made by or on behalf of Participants (including Inactive Participants) shall continue to be invested in the manner selected by the Participant until the Administrator has received new investment instructions. Unless otherwise restricted by the Trust or alternate instrument, a designation filed by a Participant changing his investment option may apply to investment of future Contributions and/or to amounts already accumulated in his Account as the Participant elects. A Participant may change his investment options only as permitted under the terms of the applicable Trust or alternate instrument.
- 4.6 CONDITIONS OF INVESTMENTS. Amounts allocated to each Participant's Account shall be invested in the Investment Product selected by the Participant, or, if selected by Employer in the Adoption Agreement, in accordance with the default investment(s) so indicated. Participants invest

their Accounts subject to the terms and conditions of any agreements governing the Investment Product in which their Accounts are invested. The terms and conditions of such Investment Products are considered part of, and shall be construed as having been incorporated into this Plan except to the extent any provision of an Investment Product agreement is inconsistent with the terms of the Plan or applicable law (including regulations and other guidance provided thereunder). In such instance, the terms of the Plan shall control.

ARTICLE V. DISTRIBUTIONS AND TRANSFERS OF BENEFITS

- 5.1 DISTRIBUTIONS UNDER THE PLAN. Except as provided in Sections 5.2 and 5.3, a Participant's Account may not be distributed to a Participant (or, if applicable, the Beneficiary) until one of the following events has occurred:

- (a) the Participant has severed employment with the Employer,
- (b) the Participant has attained age 70 ½,
- (c) the Participant has died, or
- (d) the Plan has been terminated by Employer.

Notwithstanding the above, a Participant who is on active duty for a period of at least 30 days while performing qualified military service and who is receiving differential pay from the Employer while on active duty may elect to receive a distribution of the Participant's deferrals into the Plan as permitted under Section 414(u) of the Code. If a distribution of the Participant's deferrals is taken, then no deferrals into the Plan may be made by the Participant for a period of at least six (6) months from the date of the distribution.

- 5.2 UNFORESEEABLE EMERGENCY WITHDRAWALS. This Section shall apply only if selected by the Employer in the Adoption Agreement and if permitted by the Investment Products in which a Participant's Account is invested. Notwithstanding Section 5.1, a Participant may request an Unforeseeable Emergency withdrawal by submitting that request, in writing on the Plan's approved form, to the Administrator. After considering all information provided by the Participant, the Administrator shall approve or deny the request. If a request for an Unforeseeable Emergency withdrawal is approved, the Administrator shall direct the provider of the applicable Investment Products to distribute the approved amount from the Participant's Account. For purposes of this Section, "Unforeseeable Emergency" is defined in Section 457(d)(1)(A)(iii) and the regulations issued thereunder as a severe financial hardship of the participant or beneficiary resulting from an illness or accident of the participant or beneficiary, the participant's or beneficiary's spouse, or the participant's or beneficiary's dependent (as defined in section 152 of the Code and, for taxable years beginning on or after January 1, 2005, without regard to section 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the participant's or beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, such as damage that is the result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant or the beneficiary. For example, the imminent foreclosure of or eviction from the participant's or beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to section 152(b)(1), (b)(2), and (d)(1)(B) of the Code) of a participant or beneficiary may also constitute an unforeseeable emergency. Except as otherwise specifically provided in the regulations, the purchase of a home and the payment of college

tuition are not unforeseeable emergencies. The definition provided herein may change in accordance with law and/or interpretations of law.

- 5.3 **SMALL BALANCE DISTRIBUTIONS.** This Section shall apply only if selected by the Employer in the Adoption Agreement and if permitted by the Investment Products in which a Participant's Account is invested. A Participant may elect to receive a lump sum distribution of his Account provided that the following conditions are satisfied:
- (a) the Participant's total Account value is no greater than \$5,000.00 (or the dollar limit under Section 411(a)(11) of the Code, if greater),
 - (b) the Participant has not made a Contribution into the Plan for a period of two (2) years prior to the request for distribution, and
 - (c) the Participant has not previously taken a distribution under this Section 5.3.
- 5.4 **TIMING OF DISTRIBUTIONS.** Upon the occurrence of an event described in Section 5.1, but no later than the mandatory distribution date determined under Section 5.5, a Participant may elect to receive a lump sum payment, installment payments over a period that does not exceed the life expectancy of the Participant and Beneficiary, or any other benefit distribution option as permitted by the Investment Product in which the Participant's Account is invested. Such an election will be effective only if made on forms provided by the Administrator and received in the office of the Administrator in accordance with such procedures as the Administrator may establish. If a Participant fails to make an election as to the form or timing of his distribution, the Participant's benefit will be paid in installments calculated by the providers of the Investment Products to satisfy the requirements of Section 5.5.
- 5.5 **MANDATORY DISTRIBUTIONS.** Notwithstanding any other provision of this Plan, a Participant's Account shall begin distribution by April 1 of the calendar year following the calendar year in which occurs the later of the Participant's attainment of age 70-1/2 or severance from service with the Employer, unless a later date is authorized under the Code or applicable regulations. The Participant's Account shall then be distributed (both in determining the timing of subsequent distributions and the amount of all required distributions) in a manner consistent with Sections 457(d) and 401(a)(9) of the Code and in conformity with the requirements of Treas. Regs. 1.401(a)(9)-1 through 1.401(a)(9)-9.
- 5.6 **DEATH DISTRIBUTIONS.** A Participant's Beneficiary shall be entitled to receive the Participant's Account balance in the event of the Participant's death. A Beneficiary entitled to payment hereunder may elect in what form distributions shall be made, provided that any such distribution form is offered at that time and satisfies the requirements of Sections 457(d) and 401(a)(9) of the Code and regulations applicable thereunder. If a Participant fails to validly designate a Beneficiary prior to his death, or the Beneficiary is not alive at the time of the Participant's death, the provisions of Section 5.15 shall determine who the Participant's Beneficiary shall be for purposes of this Section 5.6. Distributions due to death are payable when the Administrator has received satisfactory proof of the Participant's death, all required tax information and any other required forms.
- 5.7 **DEATH BEFORE DISTRIBUTIONS HAVE BEGUN.** If the Participant dies before Mandatory Distributions (under Section 5.5) have begun, the Participant's Account shall either be totally distributed no later than the fifth year following the year of the Participant's death, or over a period not exceeding the joint and last survivor life expectancies of the Participant and Designated Beneficiary, provided that the distributions begin no later than the last day of the calendar year following the year in which the Participant died. If the sole Designated Beneficiary is the Participant's surviving Spouse, then lifetime distributions must begin by the later of the last day of

the calendar year following the year in which the Participant died, or the last day of the calendar year in which the Participant would have attained age 70 ½. If there is no Designated Beneficiary named by September 30 of the calendar year following the year in which the Participant died, the Participant's entire Account shall be distributed no later than the fifth year following the year of the Participant's death.

- 5.8 DEATH FOLLOWING THE COMMENCEMENT OF BENEFITS. If the Participant dies on or after Mandatory Distributions (under Section 5.5) must have begun, the remaining Account balance must be distributed at least as rapidly as was payable under the Mandatory Distributions requirements.
- 5.9 DISTRIBUTION FOR MINOR BENEFICIARY. If a distribution is payable to a legal minor, the Administrator may direct that such distribution be paid to the legal guardian, or if none has been duly appointed, then to any of the following:
- (a) any parent of the minor Beneficiary, or
 - (b) the custodian for the minor Beneficiary under a Uniform Gift/Transfer to Minors Act, if such is permitted by the laws of the state in which Beneficiary resides.

Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the provider of the Investment Products, the Administrator, Employer, and Plan from further liability on account thereof.

- 5.10 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN. If all, or any portion, of the distribution payable to a Participant or his Beneficiary from the Plan remains unpaid solely by reason of the inability of the Administrator to locate such Participant or his Beneficiary, the amount so distributable shall be treated as a forfeiture pursuant to the Plan and maintained in a forfeiture account under the Plan. In the event a Participant or Beneficiary is located subsequent to his benefit being held in such account, such benefit shall be restored, including any applicable interest, and paid, to the Participant or Beneficiary, in accordance with the terms of the Plan.
- 5.11 ROLLOVERS FROM THE PLAN. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 5.11, a Distributee may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee as a Direct Rollover. The Distributee shall, in the time and manner prescribed by the Administrator, specify the amount to be rolled over and the Eligible Retirement Plan to receive the rollover. Any portion of a distribution that is not rolled over shall be distributed to the Participant. For purposes of this Section 5.11 and Section 5.16, the following terms have the following meanings:
- (a) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
 - (b) "Distributee" means an Employee or former Employee entitled to receive a distribution hereunder. In addition, an Employee's surviving spousal Beneficiary and an Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.
 - (c) "Eligible Retirement Plan" means an eligible retirement plan described in Section 402(c)(8)(B) of the Code.
 - (d) "Eligible Rollover Distribution" means any distribution to a Distributee that qualifies as such under Section 402(c)(4) of the Code. Amounts required to be distributed under Section 401(a)(9) of the Code are not Eligible Rollover Distributions and amounts paid under Section 5.5 of this Plan are not Eligible Rollover Distributions hereunder.

- 5.12 PURCHASING SERVICE CREDITS UNDER A STATE OR LOCAL RETIREMENT SYSTEM. If permitted under the Investment Products in which a Participant's Account is invested, a Participant may direct the Administrator to transfer amounts in his Account in accordance with Section 457(e)(17) of the Code to a state or local retirement system for the purpose of purchasing past years of service credits under the system or to repay amounts previously cashed out under the system.
- 5.13 TRANSFERS TO OTHER 457 PLANS. Prior to a Participant's severance from service, transfers may be made from the Plan to another 457(b) plan sponsored by a Governmental Employer only if all of the assets of the Plan are being transferred to another 457(b) plan sponsored by the Employer, or if the Plan's assets are being transferred to another governmental plan within the same state. On or after a severance from service, a Participant may transfer his Account to the 457(b) plan of another Governmental Employer for whom the individual is currently performing services. Notwithstanding the preceding, transfers may only occur to the extent permitted by the Investment Products in which a Participant's Accounts are invested and subject to any terms thereof and provided such other plan provides or is able to provide for the acceptance of such transferred amounts. The Participant's election to transfer must be made prior to the date benefits would otherwise become payable pursuant to the terms of this Plan.
- 5.14 DISTRIBUTION TO ALTERNATE PAYEE. Notwithstanding any other provision herein, the Administrator may, with the Participant's consent, authorize an immediate distribution to any alternate payee named under a domestic relations order which has been issued by a court of competent jurisdiction and determined by the Administrator to be a qualified domestic relations order under Section 414(p) of the Code.
- 5.15 NO NAMED BENEFICIARY. If no Beneficiary designation is on file with Custodian at the time of death of the Participant, or if such designation is not valid or effective for any reason, then a deceased Participant shall be deemed to have designated his legal spouse. If the Participant has no legal spouse, then his Beneficiary shall first be deemed to be the Participant's children who survive the Participant, in equal shares, then if the Participant has no surviving children, the Participant's estate.
- 5.16 NONSPOUSAL BENEFICIARY. Effective July 1, 2007, a nonspouse beneficiary receiving a distribution from the Plan which would be an Eligible Rollover Distribution if the recipient were a Distributee, may rollover an Eligible Rollover Distribution to an individual retirement account, provided such account is treated as an inherited IRA with respect to such nonspouse beneficiary.

ARTICLE VI. ADMINISTRATION

- 6.1 AUTHORITY OF EMPLOYER. Employer has full authority to interpret and construe the Plan in a manner consistent with its terms and with Section 457 of the Code and to establish practices and procedures conforming to those provisions. In all such cases, the Employer's determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of the Plan, and Employer shall have the right to resolve all such questions.
- 6.2 APPOINTMENT OF ADMINISTRATOR. Employer shall act as Administrator of the Plan, however, Employer is authorized to appoint an alternate Administrator and to change an alternate Administrator as it deems necessary for the proper administration of the Plan and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. Employer may appoint a committee ("Committee") of one or more Employees or local public officials to serve as the Administrator and to

discharge the Administrator's responsibilities under the Plan. The Employer may remove a Committee member for any reason by giving such member ten (10) days written notice and may thereafter fill any vacancy thus created.

- 6.3 DELEGATION OF RESPONSIBILITIES. The Administrator may delegate responsibilities to other qualified parties, provided that the Administrator shall remain responsible for the quality of the performance of each such delegated duty.
- 6.4 ADVISORS. The Administrator may appoint and employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants, and other persons as the Administrator deems necessary or desirable in connection with the administration of this Plan.
- 6.5 POWERS AND DUTIES OF ADMINISTRATOR. The primary responsibility of the Administrator is to administer the Plan for the benefit of the Participants and their Beneficiaries, in accordance with applicable laws and subject to the specific terms of the Plan. The Administrator shall have the power and absolute discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Section 457(b) of the Code. The Administrator shall have all powers necessary or appropriate to accomplish his duties under this Plan. The Administrator shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:
- (a) the discretion to determine all questions relating to the eligibility of Employees and Independent Contractors to participate or remain a Participant hereunder and to receive benefits under the Plan;
 - (b) to determine the amounts to be contributed to each Participant's Account;
 - (c) to authorize and direct the providers of Investment Products with respect to all disbursements to which a Participant is entitled under the Plan;
 - (d) to maintain all necessary records for the administration of the Plan;
 - (e) to maintain practices and procedures necessary to administer the Plan as are consistent with the terms hereof; and
 - (f) to assist any Participant regarding his rights, benefits, or elections available under the Plan.
- 6.6 INFORMATION FROM EMPLOYER. To enable the Administrator to perform his functions, Employer shall supply the necessary information to the Administrator on a timely basis regarding the Participants in the Plan, including but not limited to compensation, date of hire, date of death, disability, or termination of employment, and such other pertinent facts as the Administrator may require. The Administrator may rely upon such information as is supplied by Employer and shall have no duty or responsibility to verify such information.

- 6.7 PAYMENT OF EXPENSES. Employer will pay all expenses of administration. Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Notwithstanding the preceding, any expenses or fees related to and charged under Investment Products shall be paid by each Participant in accordance with the terms of the Investment Products in which each Participant's Account is invested.

ARTICLE VII. MISCELLANEOUS

- 7.1 EXCLUSIVE BENEFIT RULE. All amounts held under the Plan, all property and rights which may be purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust (or custodial account or annuity contract described in Section 401(f) of the Code) for the exclusive benefit of Participants and their Beneficiaries. All such amounts shall not be subject to the claims of the Employer's creditors.
- 7.2 PARTICIPANT RIGHTS. This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant, Employee, or Independent Contractor. Nothing contained in this Plan shall be deemed to give any Participant, Employee, or Independent Contractor the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant, Employee or Independent Contractor at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.
- 7.3 ALIENATION. Subject to applicable state law, Section 401(g) of the Code and except as provided in Section 5.14, no benefit which shall be payable to any Participant or Beneficiary shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.
- 7.4 RECEIPT AND RELEASE FOR PAYMENTS. Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the provider of an Investment Product, Administrator and Employer.
- 7.5 MILITARY SERVICE. Notwithstanding any provision of the Plan to the contrary, contributions, benefits, service credit and any other conditions of the Plan shall comply with the requirements for Participants serving qualified military service in accordance with Section 414(u) of the Code.
- 7.6 PRE-1979 ACCOUNTS. Any amounts held by the Employer that can be identified as resulting from deferrals made by a Participant before January 1, 1979 shall be held under this Plan until the latest of (a) the Effective Date; (b) the date on which the Participant elects to have this Plan apply to such amount; or (c) the date on which such Participant exercises any right or power available under this Plan but not under the Plan agreement pursuant to which such deferral was made. All such persons who were Participants in any prior plan, who exercise any such right or privilege and who have not yet received a distribution of the amounts to which they are entitled under such prior plan shall be deemed to be Participants under this Plan for all purposes.

7.7 LOANS. If authorized in the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Investment Product agreements controlling the Account assets from which the loan is made and by which the loan will be secured. An Employee who has previously defaulted on a loan from any retirement plan or deferred compensation arrangement sponsored by the Employer and who has not repaid the loan, in full, shall not be permitted to take a loan from his Account under the Plan.

(a) Maximum loan amount. No loan to a Participant under the Plan may exceed the lesser of (1) or (2) below:

(1) \$50,000, reduced by the greater of:

- (A) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or
- (B) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period).

(2) one half of the value of the Participant's vested Account (as of the date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 7.7, any loan from any other plan maintained by the Employer and any related organization shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this Section shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this section.

(b) Loan Repayments for Employees in Military Service. Notwithstanding any other provision of the Plan or any Investment Product agreement, loan repayments by eligible uniformed services personnel maybe suspended as permitted under Section 414(u)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.

7.8 INCORPORATION OF INVESTMENT PRODUCT AGREEMENTS. The Plan, together with the Adoption Agreement and any Investment Product agreements governing Participant Accounts, are intended to satisfy the requirements of section 457(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 457(b) of the Code. In such event, the agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements.

7.9 CONSTRUCTION. It is intended that this Plan qualify under section 457(b) of the Code. In accordance with such intent, this Plan shall be construed and administered in a manner consistent with the purpose and all applicable laws and regulations.

7.10 STATE LAW. The Plan shall be construed, administered and governed in all respects in accordance with the laws of the State of the Employer's principal address as indicated on the Adoption Agreement to the extent such laws are not superseded by federal law. If any provision herein is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision hereof

shall continue to be fully effective.

- 7.11 NO GUARANTY OF TAX RESULTS. The Employer, Trustee and provider of Investment Product do not represent or guarantee that any particular federal income tax consequence will result from participation in this Plan. Participants are advised to consult their tax advisors to determine the tax consequences of participation. The Employer makes no representation or guarantee with respect to the investments made pursuant to the Plan, and the Employer shall have no liability for any investment losses.

ARTICLE VIII. AMENDMENT AND TERMINATION

- 8.1 AMENDMENT. The Employer has the right at any time to amend this Plan, provided that no amendment to the Plan shall be effective if it authorizes or permits any part of the Investment Product (other than such part as is required to pay taxes, investment charges and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Investment Product to revert to or become property of the Employer. Any such amendment shall become effective as provided therein upon its execution, except that any amendment which conforms the Plan to the requirements of any applicable law or regulation shall be effective as of the date required for continued qualification under Section 457(b) of the Code.
- 8.2 TERMINATION. The Employer has the right at any time to terminate the Plan by notifying all Active Participants and providers of Investment Products hereunder with written notice of such termination. Upon the complete and total termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner which is consistent with and satisfies the provisions of Article V.

ARTICLE IX – ROTH CONTRIBUTIONS

- 9.1 GENERAL APPLICATION. This Article IX shall apply only if Employer has elected to permit Roth 457(b) Contributions under the Plan as indicated on the Adoption Agreement.
- 9.2 ROTH 457(b) CONTRIBUTIONS. Participants may make Roth 457(b) Contributions to their Accounts under the Plan if authorized by the Employer on the Adoption Agreement. Unless otherwise provided, such contributions shall be treated as deferrals of Includible Compensation and are therefore subject to the requirements and limitations imposed by Section 457(b)(2) of the Code. A Participant's Roth 457(b) Contributions shall be allocated to a separate account maintained for such deferrals as described in Section 9.3.
- 9.3 SEPARATE ACCOUNTING REQUIREMENTS. Contributions and withdrawals of Roth 457(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant's Account and shall be separately accounted for under each Employee's Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Participant's Roth 457(b) Contributions. Except as provided in Section 9.6, no contributions other than Roth 457(b) Contributions and properly attributable earnings may be credited to each Participant's Roth subaccount.

- 9.4 DEPOSIT REQUIREMENTS. Roth 457(b) Contributions shall be deposited with the Investment Products selected by Participant as soon as practicable in accordance with Article IV of the Plan, unless an earlier date is required under state law.
- 9.5 DIRECT ROTH ROLLOVERS FROM THE PLAN. Notwithstanding Section 5.11 of the Plan, Participants may only make a direct rollover of a distribution of Roth 457(b) Contributions (and earnings thereon) to another governmental 457(b) plan with Roth 457(b) Contribution features, to a Roth 401(k) plan with Roth contribution features, to a Roth 403(b) plan with Roth contribution features or to a Roth IRA described in Section 408A of the Code, and only to the extent the Rollover is permitted under the rules of section 402(c) of the Code.
- 9.6 ROTH ROLLOVERS INTO THE PLAN. In conformity with Section 3.5 of the Plan, and unless otherwise indicated on the Adoption Agreement, the Plan shall only accept direct rollovers of Roth 457(b) Contributions from another governmental 457(b) plan with Roth contribution features, provided that the Investment Products utilized by the Participant will accept Roth 457(b) rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in Section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.
- 9.7 CORRECTION OF EXCESS CONTRIBUTIONS. Contributions made in excess of the applicable annual limitations shall be corrected by first distributing the amount of Roth 457(b) contributions (plus earnings thereon) made during the Plan Year needed to correct the excess and then by distributing a Participant's pre-tax contributions (plus earnings thereon). However, if a highly compensated employee (as defined in Section 414(q) of the Code) experiences an Excess Deferral in any Plan Year, he may designate the extent to which the excess amount is composed of pre-tax contributions and excess Roth 457(b) Contributions, provided that both types of contributions were made by the Employee during the applicable Plan Year. If the highly compensated employee does not designate which type of contributions are to be distributed, then excess pre-tax contributions shall be distributed first, followed by excess Roth 457(b) Contributions.
- 9.8 DEFINITION OF ROTH 457(b) CONTRIBUTIONS. A Roth 457(b) Contribution is an Employee contribution that is designated irrevocably by the Employee on his enrollment form to be a Roth 457(b) Contribution and is treated by the Employer as includible in the Employee's income.
- 9.9 ROTH CAVEAT. Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 457(b) Contributions based on applicable IRS guidance related to Roth 457(b) Contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

**Adoption Agreement For 457(b) Deferred Compensation Plan
For Public Education Employers**

The undersigned Employer hereby establishes this 457(b) Deferred Compensation Plan for Public Education Employers, as modified by this Adoption Agreement and agrees that the following provisions shall be included as part of the plan document.

EMPLOYER INFORMATION

Name of Employer: Board of Education of Community Consolidated School District No. 64

Address of Employer's Principal Office: 164 S Prospect Avenue Park Ridge, IL 60068-4000

Telephone Number: (847) 318-4324 Fax Number: (847) 318-4351

Federal Tax Identification Number: 36-6004283

Name of Contact Person: Rebecca J. Allard, Business Manager

Telephone & Extension of Contact Person : (847) 318-4324 E mail: rallard@d64.org

PLAN IDENTIFICATION:

Name of Plan Community Consolidated School District No. 64 457(b) Plan

Effective Date: This Adoption Agreement of the 457(b) Deferred Compensation Plan for Public Education Employers:

☐ establishes a new Plan effective as of _____ (the "Effective Date").

☒ constitutes an amendment and restatement in its entirety of a previously established 457(b) Plan of the Employer. Except as specifically provided in the Plan, the effective date of this amended and restated Plan is July 11, 2011 (the "Effective Date")

Administrator: *The Employer shall be the Administrator of the Plan unless another party is named:* _____

PLAN INFORMATION

Eligibility

1. Eligible Individuals for purposes of Participant Deferral Contributions:

☐ All Employees

☐ All Employees except: _____

☒ Only the following Employees (by Classification or Title): Administrators, Exempt, Members of the PREA, PRTAA, Secretaries and Custodial Maintenance staff who work more than 30 hours per week.

2. For purposes of eligibility to participate in the Plan, Independent Contractors shall:

☒ NOT be eligible to participate in the Plan ☐ be eligible to participate in the Plan, OR

☐ Only the following Independent Contractors shall be eligible to participate in the Plan: _____

CONTRIBUTIONS AND ALLOCATIONS

Employee Contributions

3. Roth Contributions Choose one option below:

- ☐ Roth Contributions to the Plan are permitted beginning on _____. (after 2010)
☒ Roth Contributions are NOT permitted under the Plan.

4. The Final Three Year Catch Up limit ☒ will ☐ will not be available to Participants under the Plan.

For purposes of the Final Three Year Catch-Up Deferral Election under Section 3.2, Normal Retirement Age is:

- ☐ the earliest retirement age under the Employer's defined benefit pension plan when the Participant may retire with an unreduced benefit
☐ Age 65
☒ The age selected by the Participant on the initial Participation Agreement. If no age is indicated, then age 60.
☐ Other: 70 1/2

Employer Contributions (check box 5 or 6)

5. ☐ Employer Contributions are NOT permitted under the Plan, or
6. ☒ The types of Employer contributions checked below are permitted under the Plan, provided that the sum of Employer and Participant Contributions shall not exceed the limits of Section 457(b)(2) of the Code.
- ☐ Matching Contributions equal to _____% of each Active Participant's deferral subject to a maximum of \$_____ or _____% of each Active Participant's deferral.
☐ Amounts required under applicable employment agreements or contracts.
☒ Discretionary Contributions to be determined each year by the Employer.
☐ Other: (please describe) _____

Investment Products

7. The Employer hereby authorizes Investment Products provided by the following organizations to be made available to Eligible Individuals under the Plan:

☐ _____
_____, or

☒ See attached list (Appendix 1)

Default Investment

8. If a Participant fails to select an authorized Investment Product under Section 4.1 of the Plan:

Default Option ☐: the Employer shall deposit contributions made on his behalf into the following Investment Product: _____

No Default ☒ the Participation Agreement shall be deemed to be incomplete and shall be considered null and void.

DISTRIBUTIONS

Beneficiary Rights

9. Beneficiary ☒ may ☐ may not designate his own beneficiary.

Unforeseeable Emergency Withdrawals

10. Unforeseeable Emergency Withdrawals ☐ will ☒ will not be permitted under the Plan.

Small Balance Distributions

11. "Small Balance" (account value less than \$5,000) distributions ☐ will ☒ will not be permitted.

Loans

12. To the extent permitted by law and the underlying Investment Products, ☐ loans are permitted from the Plan, or ☒ loans are NOT permitted from the Plan.

MODIFICATIONS

The following section may be used to insert provisions for which there were no acceptable alternatives provided. For example, the Employer may wish to make contributions that are not described in this Adoption Agreement. It may be used to modify any portion of the Plan or Adoption Agreement.

NOTE: Any modifications should be carefully reviewed by Employer's legal counsel to ensure that such changes do not adversely affect the Plan's qualification under Section 457(b) of the Code.

Other provisions of the Plan (Attach additional pages as necessary):

Paragraph 8.1 of the Plan document is amended to provide Business Manager of the Employer's administration to amend the Plan document where allowed by law to add Investment Providers to Question 7 of this Adoption Agreement and to modify an default investment provision referenced in Question 8 of this Adoption Agreement without further Employer action. Such administrator may also modify the Plan document to comply with existing law.

CERTIFICATION AND SIGNATURE

By affixing its signature hereto, Employer represents and warrants that it is a public education organization qualifying as a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Section 457(e)(1)(A) of the Code.

This Adoption Agreement and the Plan document together constitute the Plan. The Plan is a specimen plan, intended to assist public education organizations in adopting a 457(b) plan for employees and has not been approved by any governmental agency. The adoption of this Plan and related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

EMPLOYER: _____
Print Name of Employer

By: _____
Authorized Representative

Dated: _____

Title/Position of Authorized Representative

APPENDIX 1

Authorized Vendors under the Plan Are (vendors will be removed if they do not sign the *Hold Harmless/Service Provider Agreement for 457 (b) Plans*):

Name of Vendor	Contact Information for Local Investment Representative
Ameriprise Financial Services, Inc	(800) 862-7919
AXA Equitable	(800) 628-6673
Fidelity Investments	(800) 544-4774
Lincoln Investment Planning	(800) 242-1421
MetLife	(800) 638-5433
MetLife of CT	(800) 638-5433
The Variable Annuity Life Insurance Company	(800) 448-2542
Thrivent Financial for Lutherans	(800) 847-4836

Important Note:

As provided under the Plan, any authorized Vendor named above agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 457(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.

Meeting of the Board of Education Park Ridge-Niles School District 64

Board of Education Agenda
Monday, July 11, 2011
Hendee Educational Service Center
164 S. Prospect Avenue

Please note that the starting times after the first session are estimates. If a session ends earlier than expected, the next session scheduled may convene immediately. In addition, on some occasions the order of business may be adjusted as the meeting progresses to accommodate Board members' schedules, the length of session, breaks and other needs.

Monday, July 11, 2011

TIME		APPENDIX
7:00 p.m.	Meeting of the Board Convenes <ul style="list-style-type: none"> • Roll Call • Introductions • Opening Remarks from President of the Board 	
7:00 p.m.	• Board Recesses and Adjourns to a Committee of the Whole: Finance	
7:30 p.m.	• Board Adjourns from Committee of the Whole: Finance and Resumes Regular Meeting	
7:30-7:35 p.m.	• Public Comments	
7:35-7:40 p.m.	• Appointment or Hearing Officer -- Superintendent	A-1 Action Item 11-07-1
7:40-7:55 p.m.	• Board Adopts 2011-12 Tentative Budget & Establishment of Public Hearing Date -- Business Manager	A-2 Action Item 11-07-2
7:55-8:00 p.m.	• Consent Agenda -- Board President <ul style="list-style-type: none"> • Personnel Report • Bills and Payroll • Approval of Updated 457 Tax Deferment Plan Program • Approval of June Financials for the Period Ending June 30, 2011 • Approval of Physical Education Supply Bid • Destruction of Audio Closed Minutes (none) 	A-3 Action Item 11-07-3
8:00-8:05 p.m.	• Approval of Minutes -- Board President <ul style="list-style-type: none"> • Open Minutes of June 27, 2011 • Closed Minutes of June 27, 2011 	A-4 Action Item 11-07-4
8:05-8:10.m.	• Other Items of Information -- Superintendent	A-5

- Upcoming Agenda
- Memorandum of Information
 - Update on Summer Construction Projects
- Minutes of Board Committees
- CFC Planning Meeting Minutes of June 20, 2011
- Other

8:10 p.m.

• **Adjournment**

Next Meeting: **Monday, August 8, 2011 – 7:00 p.m. - - Special Meeting**
 Raymond Hendee ESC
 164 S. Prospect Avenue
 Park Ridge, IL 60068

August 8, 2011

Special Board Meeting – 7:00 p.m.

- Review of Plans for Institute Day & Opening Day of School

August 22, 2011

Regular Board Meeting – 7:30 p.m.

- Approval of July Financials
- Update on Summer Construction Projects

September 12, 2011

Committee-of-the-Whole – 7:00 p.m.

- Report on Educational Ends and MAP Results
- Review 2011-12 Tentative Budget Prior to Board Adoption on September 26, 2011

September 26, 2011

Regular Board Meeting – 7:30 p.m.

- Public Hearing on Budget and Adoption • Sixth Day of Enrollment
- Approval of August Financials • Update on Summer Construction Projects

October 24, 2011

Regular Board Meeting – 7:30 p.m.

- Approval of September Financials

November 14, 2011

Committee-of-the-Whole – 7:00 p.m.

Regular Board Meeting – 7:30 p.m.

- Approval of October Financials

December 12, 2011

Regular Board Meeting – 7:30 p.m.

- Approval of November Financials

January 23, 2012

Regular Board Meeting – 7:30 p.m.

- Approval of December Financials

TBD

- Adopt Tentative Calendars for 2012-13 & 2013-14
- Acceptance of Roosevelt PTO Gift
- Approval of Bid for Snow Removal Equipment
- Approval of Medical and Dental Insurance Carriers

In accordance with the Americans with Disabilities Act (ADA), the Board of Education of Community Consolidated School District 64 Park Ridge-Niles will provide access to public meetings to persons with disabilities who request special accommodations. Any persons requiring special accommodations should contact the Director of Facility Management at (847) 318-4313 to arrange assistance or obtain information on accessibility. It is recommended that you contact the District, 3 business days prior to a school board meeting, so we can make every effort to accommodate you or provide for any special needs.

TO: Board of Education
FROM: Dr. Philip Bender, Superintendent
Bernadette Tramm (Strategic Plan Internal Facilitator)
DATE: June 27, 2011
SUBJECT: Update on Strategic Plan Instructional Coaching Pilot for Technology

Background

The Board of Education on May 23 approved the Strategic Plan activities and budget for 2011-12 for the five strategy areas. A one-year pilot for three certified teachers to work as instructional coaches in technology was included as part of Action Plan 3 within Strategy I/ Accelerating the Advanced Use of Technology. The instructional coaches will provide research-proven professional development that will help District 64 meet the strategic plan goal of accelerating teachers to the next level so they can swiftly impact student learning.

As presented this spring, the pilot will assign a full-time instructional coach at three schools: one middle school (either Emerson or Lincoln), one large enrollment elementary school (Field, Roosevelt or Washington), and one small enrollment elementary school (Carpenter or Franklin). This configuration was recommended by the Technology Implementation Committee (TIC), a subcommittee of the Strategy I committee. It is designed to generate a wide array of information needed to evaluate the impact of instructional coaching on an entire faculty under differing circumstances.

In addition, a Staff Technology Survey also was completed in May by 319 certified teachers. The data was reviewed by the Strategy I committee during the final all-District early release Wednesday used for strategic planning on May 18. The committee members broke into smaller groups by building and used guiding questions to review and synthesize the data by school. They then reconvened as middle school and elementary groups to share commonalities in terms of professional development needs.

Selection of Schools for Pilot

After careful consideration of this survey data and the pilot objectives, along with discussion with building and District administrators, three schools have been selected to each receive an instructional coach for technology in 2011-12:

- Middle school: Lincoln
- Large enrollment elementary school: Roosevelt
- Small enrollment elementary school: Franklin

The rationale for this decision includes:

- Established principals in each of these buildings will provide support and leadership for the pilot at the building level.
- Administrators in each of these buildings have been or will be leaders in the Strategic Plan's technology committee and the TIC.
- Teachers in these buildings represent a wide range of ability usage in terms of technology as reported on the Staff Technology Survey. Technology coaches,

therefore, will have the opportunity to demonstrate their ability to provide professional growth for teachers ranging from novice users to proficient users.

- The non-certified technologists in each of these buildings are highly effective in their roles and will be critical in the support of the coaching pilot.
- Roosevelt has substantial technology hardware in the building that can demonstrate the maximum potential of all types of equipment when combined with a technology coach.

As stated earlier in the spring, the instructional coaching pilot in 2011-12 is intended to provide a wealth of measurable data for critical evaluation. This array of schools should provide the information needed to assess how progress has been achieved on the specific functions and services that the coaches will provide and the impact of these services on the use of advanced technology by teachers.

We look forward to a successful second year of implementation of all Strategic Plan activities in 2011-12, and will continue to update the Board on progress of all the plans.

Update on Summer 2011 Construction Projects

FIELD REPORT

Time:	2:00pm	Project:	SD 64 2011 Site Improvements: Carpenter
% Complete:	1	Project Number:	1341-201106
Weather Conditions:	Partly cloudy, no precip	Date:	21 June 2011
Temperature:	80°		

Present at Site

Andrew Jose – GA
Scott Mackall – SD 64
Dan Rudnick – R Rudnick

Summary

Work in Progress

1. None

Work Planned for Next Week

1. Excavation at building exterior.
2. Cleaning exposed foundation walls.

Observations and Issues

1. Scott Mackall reviewed results of background checks. Four contractor staff to be removed from project. List given to Dan Rudnick
2. Excavation being delayed by disposal facility. Facility reviewing documentation provided to them regarding tank that was on site previously. Disposal site subsequently approved disposal material and excavation will begin Thurs 23 June.
3. Rudnick to confirm date for review of existing foundation wall with waterproofing installer and waterproofing manufacturer.
4. First phase of excavation should take two days, followed by waterproofing south side of school. Second phase should take one to two days and be followed by stair work and waterproofing.
5. Work changes proposal request regarding removal of masonry in SW corner of auditorium was given to John Moore.
6. Rudnick to set up date and facilitate obtaining a sample of auditorium floor waterproofing membrane. Dan Rudnick to coordinate with Matt Meyer from Environ.

Enlightened Design
Practical Solutions

111 Deerlake Road, Suite 135
Deerfield, Illinois 60015-4998
telephone 847-317-0852
facsimile 847-317-0899
www.greenassociates.com

George W. Reigle, AIA
Carole Donovan Pugh, AIA
Colin A. Marshall, AIA
Gerald L. Guy, PE
William H.R. Taylor, AIA
Lynn D. Gibbons

FIELD REPORT

1341-201106

Page 2

21 June 2011



7. Rudnick to confirm with Jim Kostuch at Windstream that fiber optic cable is marked.
8. Rudnick to provide updated schedule once excavation begin date is set.
9. Sawcutting initially planned for next week but will be revised in new schedule. Sawcutting to take two days. Arch to provide WCPR for additional sawcutting.
10. Rudnick to confirm date for plumbing engineer to review installation of underfloor drains.

Progress Photos



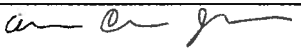
FIELD REPORT
1341-201106
Page 3
21 June 2011



Copied to: CDP, ID

Prepared By: Andrew Jose

E-Mailed to: Scott Mackall – SD 64
John Moore – Rudnick
Dan Rudnick - Rudnick
Spencer Craig – EEA
David McCallum –
McCallum Associates
Jim Barrett – 2010
Todd Cooper – CS2
Brett Gitskin - ECS

Signed: 

J:\cInt\1341\201106\MR\Field Reports\201106-003.docx

FIELD REPORT

Time:	3:00pm	Project:	SD 64 2011 Site Improvements: Franklin
% Complete:	10	Project Number:	1341-201106
Weather Conditions:	Partly cloudy, no precip	Date:	21 June 2011
Temperature:	80°		

Present at Site

Andrew Jose – GA
Scott Mackall – SD 64
Jim Cote – John Keno
Don Cox – Boller
Excavation Crew

Summary

Work in Progress

1. Excavation and paving demolition.
2. Proof rolling
3. Storm sewer work at Manor Lane at connection to city storm system.
4. Lay out sewer work.
5. Reset fiber optic cable at deeper elevation.

Work Planned for Next Week

1. Excavation and subgrade work.
2. Additional undercutting.
3. Place concrete curbs, storm trap foundation and ramp foundations.

Observations and Issues

1. Scott Mackall reviewed background checks with contractor.
2. At Manor Lane at connection to city sewer, no man-hole exists for proper connection. The existing storm piping has an opening in the top and a masonry and concrete rim structure above to street. Civil engineer to review with MWRD and city and advise on connection detail. Contractor will continue with adjacent storm sewer work.
3. Contractor noted kids have been on site and have removed materials from site. Scott Mackall called police and filed report and requested additional patrol.

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FIELD REPORT

1341-201106

Page 2

21 June 2011



4. Don Cox, Scott Mackall and Andrew Jose identified new location for memorial tree on west side of building adjacent to existing bike racks. Boller to provide proposal for moving tree.
5. Don Cox asked about spruce tree at NW corner of building. Spruce tree is to be removed and replaced with new in new location. This is indicated on drawings.
6. Contractor will try to hold off on demo of asphalt on north west to facilitate site traffic.
7. Contractor noted the EW path to north of building and south stair are not indicated on demo. Arch to review with civil engineer.
8. Contractor requested rebar shops be returned. Shops have subsequently been returned.
9. Initial proof rolling has been performed at new ball court and paved areas to south of school. Most proof rolling has failed. ECS has noted that soils should be allowed to dry and retested. It is likely additional undercutting up to 18" deep will be required. If drying required, Don Cox requested ECS clarify method so costs could be better assessed.

Progress Photos





Copied to: CDP, ID

Prepared By: Andrew Jose

E-Mailed to: Scott Mackall – SD 64
Lyle Ehlers – Boller
Don Cox - Boller
Spencer Craig – EEA
David McCallum –
McCallum Associates
Jim Barrett – 2010
Todd Cooper – CS2
Brett Gitskin - ECS

Signed: 