

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

Board of Education Agenda
Monday, June 13, 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 13, 2011

TIME		APPENDIX
6:00 p.m.	Meeting of the Board Convenes <ul style="list-style-type: none">• Roll Call• Introductions• Opening Remarks from President of the Board	
6:00 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	
7:35-7:40 p.m.	• Judith L. Snow Awards -- Superintendent and ELF Representative	A-1
7:40-8:00 p.m.	• Roosevelt PTO Gift Proposal -- Roosevelt Principal/PTO Representative	A-2
8:00-8:10 p.m.	• Strategic Plan Progress Report -- Public Information Coordinator	A-3
8:10-8:15 p.m.	• Recommendation of Staff Development Wednesday Calendar 2011-12 -- Assistant Superintendent for Student Learning	A-4
8:15-8:25 p.m.	• Discussion on Architect of Record Contract -- Business Manager	A-5
8:25-8:30p.m.	• Resolution #1070 for Transfer of Interest Funds from Working Cash to Educational Fund Action Item 11-06-1 -- Business Manager	A-6
8:30-8:35 p.m.	• Resolution #1071 for Transfer of Interest Funds from Debt Service to Educational Fund Action Item 11-06-2 -- Business Manager	A-7

8:35-8:40 p.m.	<ul style="list-style-type: none"> • Resolution #1072 for Prevailing Wage 	Action Item 11-06-3	A-8
	-- Business Manager		
8:40-8:45 p.m.	<ul style="list-style-type: none"> • Approval of Maine Township School Treasurer Depositories 	Action Item 11-06-4	A-9
	-- Business Manager		
8:45-8:55 p.m.	<ul style="list-style-type: none"> • Adoption of Resolution #1073 of Participation in the Collective Liability Insurance Cooperative (CLIC) 	Action Item 11-06-5	A-10
	-- Business Manager		
8:55-9:00 p.m.	<ul style="list-style-type: none"> • Resolution #1074 Authorizing the Execution of an Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission 	Action Item 11-06-6	A-11
	-- Business Manager		
9:00-9:05 a.m.	<ul style="list-style-type: none"> • Approval of Bid for Copy Paper 	Action Item 11-06-7	A-12
	-- Business Manager		
9:05-9:10 p.m.	<ul style="list-style-type: none"> • Approval of Bid for Truck Replacement 	Action Item 11-06-8	A-13
	-- Director of Facility Management		
9:10-9:15 p.m.	<ul style="list-style-type: none"> • Consent Agenda 	Action Item 11-06-9	A-14
	-- Board President		
	<ul style="list-style-type: none"> • Personnel Report • Bills and Payroll • Release of Closed Minutes • Destruction of Closed Minutes (none) 		
9:15-9:20 p.m.	<ul style="list-style-type: none"> • Approval of Minutes 	Action Item 11-06-10	A-15
	-- Board President		
	<ul style="list-style-type: none"> • Open Minutes of May 23, 2011 • Closed Minutes of May 23, 2011 		
9:20-9:25m.	<ul style="list-style-type: none"> • Other Items of Information 		A-16
	-- Superintendent		
	<ul style="list-style-type: none"> • Upcoming Agenda • Memorandum of Information (none) • Minutes of Board Committees 		
	-- Wellness Meeting Minutes of May 10, 2011		
	• Other		
	-- Illinois State Board of Education – Audit Adjustments Summary Report		
9:25 p.m.	<ul style="list-style-type: none"> • Board Adjourned to Closed Session 		

Next Regular Meeting: **Monday, June 27, 2011 – 7:30 p.m.**
Raymond Hendee ESC
164 S. Prospect Avenue
Park Ridge, IL 60068

June 27, 2011

- Discussion on 457 Plan
- Approval of May Financials
- Approval of Staff Development Wednesday Calendar 2011-12

July 11

- Committee-of-the-Whole: Finance
- Board Adopts 2011-12 Tentative Budget & Establishment of Public Hearing Date
- Approval of Bid for Physical Education Supplies
- Approval of Bid for Custodial Supplies
- Approval of 457 Plan
- Approval of June Financials

August 8, 2011

- Committee-of-the-Whole

August 22, 2011

- Approval of July Financials

September 12, 2011

Committee-of-the-Whole: Finance

September 26, 2011

- Public Hearing on Budget and Adoption
- Sixth Day of Enrollment
- Approval of August Financials

October 24, 2011

- Approval of September Financials

November 14, 2011

- Committee-of-the-Whole: Finance
- Approval of October Financials

December 12, 2011

- Approval of November Financials

January 23, 2012

- Approval of December Financials

TBD

- Adopt Tentative Calendars for 2012-13 & 2013-14
- Approval of Contract for District Architect of Record
- Acceptance of Roosevelt PTO Gift
- Approval of Bid for Snow Removal Equipment

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 Buildings and Grounds 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.

Judith L. Snow Ethical Leadership Award

The recipients of the Judith L. Snow Ethical Leadership Award for the 2010-2011 school year are:

Emerson

Timothy Kwasny
Kristen Van Tine

Lincoln

Claire Reardon
Emma Stetzenmeyer



Helping District 64 Reach New Heights

District 64 Elementary Learning Foundation Judith L. Snow Award Winners 2011

All of the students chosen for this award are exemplary ethical leaders. Each student knows his or her core values and has the courage to live by them in all parts of his or her life in service to the common good. Each student has the courage to live by these values even when faced with peer pressure to do otherwise. Each is a principled ethical leader who leads with integrity, selflessness, dependability, caring and fairness.

These students are all outstanding examples of ethical leaders in our middle schools. It is my great pleasure to present them to the members of District 64's School Board as the 2011 Judith L. Snow Ethical Leadership Award Winners.

Respectfully submitted,
Janet Mital, Judith L. Snow Award Chair

EMERSON:

Kristen Van Tine is an exemplary student and talented figure skater. As a young child she recognized others in need and took action to assist them. Kristen collected books and stuffed animals for children in Cook County foster care. After the tsunami in Japan, she organized a team of students and faculty at Emerson to raise funds for the victims by making paper cranes. She is a non-profit math tutor, providing tutoring services to students whose parents would otherwise be unable to afford them. She started two new student clubs for Northwestern University's Gifted Learning Links: the Dissection Club and the Traveler's Club. She is passionate about the environment, particularly the rainforests and geotravel, which surpasses ecotravel in its care of cultures and people. Kristen is an outstanding leader and role model who takes the role of leader and creates a climate that encourages and inspires others around her to do their best.

Tim Kwasny is a positive, dedicated student and accomplished musician. He lives by the golden rule of doing unto others as he would have them do unto him. He is truly able to empathize with the plight of others by putting himself in their shoes. This unique insight has enabled him to stand up for fellow students when they are being teased or bullied, even in the face of strong peer pressure to do otherwise. It has also enabled him to enjoy spending his winter break with his family in Mexico building a home for a needy family. He is a Soaring Eagle at Emerson. In this capacity he assists

new students and their parents as they are adjusting to a new school. He is responsible and a great role model for this peers and younger students.

LINCOLN:

Emma Stetzenmeyer is a well-rounded student and athlete who brings leadership and a strong work ethic to the classroom. She possesses a high level of academic performance along with a strong desire to improve the lives of others. Emma worked with Habitat for Humanity to build a home in Louisiana for a family in need and found great joy in giving the gift of a new home to a family that did not have one. She has also been a mentor and role model for younger band students. She is a leader who engages and motivates her peers to want to work just as hard as she does to complete projects. She respectfully and courageously took action and questioned adult authority when she saw a friend and soccer teammate benched and treated unfairly for no apparent reason.

Claire Reardon is dependable, committed and hard working. She is involved in a variety of musical, athletic and service groups at Lincoln. Claire planned a huge garage sale and bake sale with all profits donated to cancer research. She foregoes birthday presents and instead collects donations for charity. She spent Christmas break with her family building homes for families in need in Louisiana. She is a leader and role model who organizes, motivates and inspires her fellow students to do their best work. She fills a leadership role in a quiet way, focusing on outcome and service rather than calling attention to herself and her efforts. She volunteers as a soccer referee for younger players. In this capacity she strives for fairness and honesty. She is honest and foregoes her own self-interest in favor of fairness to others. Claire stands by her values of honesty and integrity even in the face of strong peer pressure to do otherwise.

Roosevelt PTO Gift Proposal

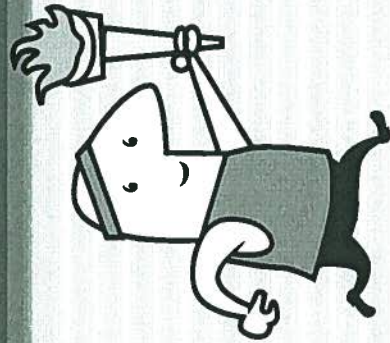
Roosevelt Principal Dr. Kevin Dwyer and PTO President Kris Purtell will present to the Board of Education information about a proposal to build a track at Roosevelt Elementary School. Details about the proposal will be presented in a power point presentation.

In addition, Frequently Asked Questions are provided in this section along with District 64 Policy 8:80, "Gifts to the District".

Roosevelt Track

June 2011

Board Meeting

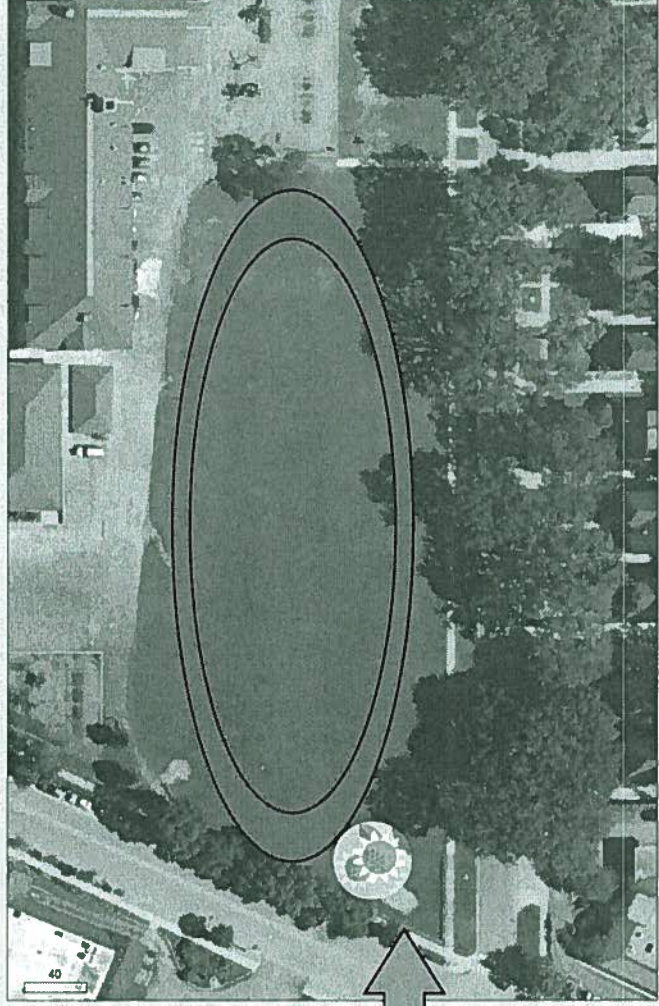


Purpose

- “Bee Fit” initiative
- Enhance our PE program
- Girls on the Run (62 participants!)
- Community Resource

Track Specifications

8 foot wide path
1/5 of a mile in length
“Chip Seal” top layer



Roosevelt School

Rain Garden

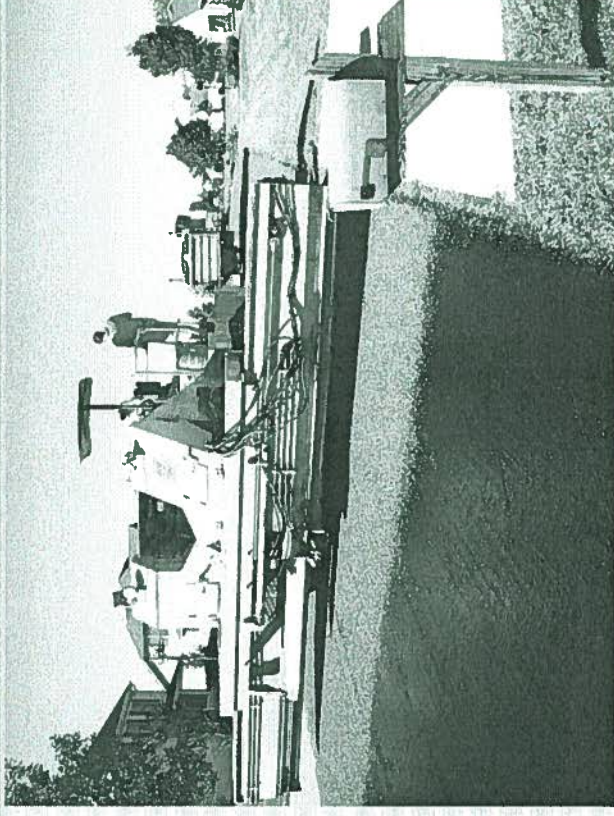
Rain Garden = Drainage Improvement



Water from the site will be directed away from the parking lot and field.

**Park Ridge city engineer reviewed*

Chip Seal = Top Layer



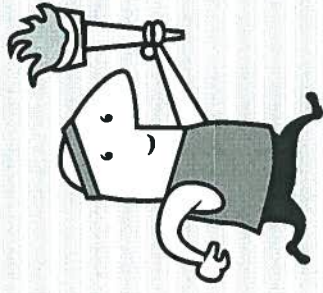
- Prevents dust
- Cost effective
- Holds small vehicles
- Additional layers can be added

PTO Finances

Project Cost = \$84,000

Upcoming PTO Fundraising Efforts

- June PTO Track Fund Balance \$35,000
- Fall 2011 Track a Thon Fundraiser \$45,000
- Late Fall Roosevelt Night Out \$5,000
- Winter V-Show \$5,000

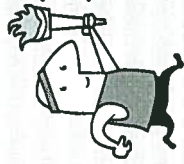


Anticipated PTO Income = \$90,000

PTO Commitments

- PTO will entirely fund the project costs.
- PTO will fund all future annual maintenance costs.
- Union Labor will be used
- The project will be completed under the direction of the Gewalt-Hamilton engineering firm.
- The PTO and Dr. Dwyer will coordinate all work with the City of Park Ridge and Scott Mackall.

What Next?



District 64 School Board gives approval



Comprehensive engineering study completed



PTO organizes the 2011 fall Track-a-Thon



Presentation made to school & community

ROOSEVELT TRACK

Frequently Asked Questions

- How will our children benefit from a track?
 - *We recently added “Bee Fit” as our 5th bee at Roosevelt. In addition, one of the five goals of the District 64 Wellness Council is to increase physical activity. A running track would help promote our commitment to these goals by providing a safe running area for our students and the community. This is something the PE teachers strongly support and can help us in promoting the benefits of increased activity by our children. We will improve some uneven, dangerous areas at the edge of the field and a drainage system would be engineered to help keep the track and the center of the field dry. Our Girls on the Run Teams and entire community would also benefit from using our track.*
- Isn't there something we can do for less cost?
 - *Some facilities do have a gravel track service. This is a lower cost alternative but also requires significant annual maintenance to replace the gravel. In addition, the gravel gets tracked around the field and into the school and was not recommended to us.*
- Why can't we have a polyurethane track like many high schools?
 - *A polyurethane track like Maine South is significantly more expensive than a chip seal surface. However, it is something that could be added if desired by future PTO's.*
- Why does the PTO have to cover maintenance costs?
 - *The school board wants assurances from our PTO that this organization is committed to supporting this facility improvement over time. It is our hope that the school district will assist with these costs at some point in the future.*
- Why do the School Board and District 64 have to be involved?
 - *The grounds where the track will be built is District 64 property. In addition, the district will manage the construction project and also be responsible for the bidding process. These are processes that the PTO is not in the business of doing. The PTO will essentially “gift” the money to the district.*
- Why are we recommending a 1/5 mile, 8 foot wide track, not a standard size track?
 - *Our property is not large enough to accommodate a standard 1/4 size track. We recommend constructing a 1/5 mile track to have the largest feasible size track given our property size. We propose a 2-lane versus a standard 8-lane track to also maximize the interior field space for other uses. Also, the amount of land that*

we displace affects the cost and scope of the project. This size track fulfills our need while at the same time causing minimal impact on displacement.

- Why do we have to pay for an engineering design study?
 - *The first step of the process is this study. It involves procedures that will further analyze site conditions, determine proper construction for the site and as a result, a more definitive cost of the project. Right now, we have a very good estimate, with a contingency. In order to move forward to the bidding process, a design study must be completed, outlining the specifics of the project, taking into consideration specific site conditions.*
- Why did you select Gewalt Hamilton?
 - *We originally were looking at 2-3 different engineering firms. It was compelling for us that Gewalt Hamilton has experience with this type of project. They have done extensive similar work in the Chicagoland area and also within Park Ridge. We would end up paying, in fees, for the learning curve if we went to a firm that first, wasn't familiar with a similar project and second that wasn't familiar with City requirements and procedures. Additionally, Gewalt Hamilton was recommended to us by the City of Park Ridge, Park Ridge Soccer and District 64. Most recently, they were involved with the soccer fields at Field School. Gewalt Hamilton has been generous with their time and energy, all work done for us thus far has been on a pro-bono basis.*
- When would the track be constructed?
 - *The track would be constructed as soon as all funds have been raised by PTO. If we are able to raise the remainder of the money during the Fall Track-a-thon, construction could be done in the summer of 2012. If we fall short of our goal, construction would have to wait until the remainder of the money is raised.*
- How long will it take to construct the track?
 - *The actual construction period is projected to be about a month. The research, testing and planning phase takes more time. The first step is the engineering design study, which may take a few months.*
- What type of communication can we expect to receive regarding the track project?
- *Once Gewalt-Hamilton completes a formal report, we will post the entire document on our web page in a PDF format. In the fall we will share details regarding the track project including, a detailed budget, track specifications, materials to be used, and drawings of the proposed track, which will be drawn to scale. A community forum will be held so parents and community members can learn about all of the details regarding the track project. Finally, we will provide timely updates regarding our fundraising efforts and other details through the Roosevelt Reader and the PTO email blasts.*

Community Relations

Gifts to the District



The School Board accepts gifts from any educational foundation or other entity or individual, provided the gift can be used in a manner compatible with the Board's educational objectives and policies. While the Board encourages unrestricted gifts, donations to fund specific projects are acceptable if the project is approved by the Board. The Superintendent shall develop procedures for review and approval of donations that involve incorporating messages into or placing messages upon school property. All gifts received become the School District's property.

LEGAL REF.: 105 ILCS 5/16-1.

ADOPTED: October 27, 1997

REVISED: August 24, 1998
November 15, 2010

To: Board of Education

From: Dr. Philip Bender 
Bernadette Tramm (Strategic Plan Internal Facilitator) 

Date: June 13, 2011

Subject: Strategic Plan Progress Report #3 – 2010-11

The “*Journey of Excellence*” has reached the conclusion of its first year as 2010-11 implementation activities are successfully wrapped up. This first year saw scheduled work on 20 of 26 action plans. Implementation of the entire plan is expected to span a minimum of five years. (Attachment 1)

Activities in 2010-11

From the opening Institute Day in August 2010, District 64 staff members have been engaged in activities related to the “*Journey of Excellence*.” All certified teachers, curriculum specialists and all administrators – about 400 employees in total – participated in strategic plan activities this year.

Progress on the action plans has been formally reported to the Board each trimester:

- Report #1 – December 13, 2010 reported on nine plans that were initiated in the first trimester; and,
- Report #2 – April 4, 2011 included an update on continuing activities for the initial nine plans plus work on six additional plans.

Action Plan Progress – Third Trimester

The reports that follow detail the specific steps that have been accomplished in the third trimester, from mid-March through the end of the school year. Status reports for five additional plans also have been added this trimester.

Work time includes primarily one all-District staff development early release Wednesday on May 18, which was the sixth District-wide work session for most groups this year. In addition, the Technology Implementation Committee met separately several times to begin its assignments. Leaders of action plans and District administrators also met independently throughout the spring to coordinate these efforts and plan for 2011-12.

In addition, all staff had the opportunity to celebrate the successes and review the accomplishments of our “*Journey of Excellence*” efforts this year at building meetings held at each school in early June. A highlight of the plan accomplishments in 2010-11 was distributed and discussed, along with a preview of activities as we move ahead into 2011-12. (Attachment 2)

An overview of the key accomplishments for each strategy also is included in this report, before the detailed action plan updates for the third trimester.

Plans for 2011-12 Implementation Activities

As envisioned when the plan was formally adopted, the Board each spring is asked to consider a schedule of implementation activities and budget for the upcoming year.

The ESC administrative team and Administrative Council proposed a plan for 2011-12, based on input from the various action plan leaders. The recommendation for the coming school year was presented to the Board at a lengthy Committee-of-the-Whole meeting on Monday, April 25. This was followed by an additional report and extensive discussion at the Board's May 9 meeting. A further report along with a modified budget proposal were presented and approved by the Board at the May 23 meeting.

Next Steps

Strategic Plan activities are a priority for all District 64 administrators and each plays a leadership role in one or more of the action plans. The ESC administrators and Administrative Council will work together at a training session on June 16 to coordinate and plan workflow to maximize the use of available time for 2011-12 activities, based on a tentative staff development calendar. All certified staff again will work on one of the Strategic Plan committees next year. Most committee assignments will carry over into 2011-12, but some adjustments will be made due to staff and administrative transitions as well as to fill needs in certain student learning areas.

Moving into the coming year, the strategy leadership group reporting to the Superintendent will continue to help manage the workflow for 2011-12. This includes: Director of Technology Terri Bresnahan/Strategy I; Lincoln Assistant Principal Tim Gleason/Strategy II; Roosevelt Principal Kevin Dwyer/Strategy III; Assistant Superintendent of Student Learning Diane Betts/Strategy IV; Washington Principal Kim Nasshan/Strategy V; and Public Information Coordinator Bernadette Tramm/Internal Facilitator.

Plans also are being developed for the teacher Institute Day on Friday, August 19. In keeping with the District's change protocol, an important goal will be to continue supporting and preparing staff for changes as the "*Journey of Excellence*" moves forward, and to help view the change process itself through the lens of the District's ongoing civil behavior initiative.

Budget for 2010-11

The Board authorized budget for the year was \$195,000, which included \$126,000 in non-salary expenditures; the remainder was earmarked for possible teacher release time. The largest of the non-salary expenditures was \$75,000 toward technology infrastructure (Strategy I, Action Plan 6), which was released by the Board at the February 14 meeting. Because substantial progress has been achieved using only the designated days on the Staff Development calendar, additional release time has been used sparingly and not to the extent originally forecast. In all, total expenditures for the year are about \$78,000, or almost \$117,000 less than budgeted.

District 64 is very proud of the achievements that have been made during the first year of the "*Journey of Excellence*." We have much to celebrate. The unprecedented approach of having almost 400 staff members personally involved in the implementation activities proved to be an extremely positive innovation. Although it was more difficult to coordinate, having all teachers and administrators make this personal investment in the plan has helped to rapidly build understanding and awareness of the five essential strategies. It also helped make substantial progress on the action plans, despite the limited time available for this work. With this solid base in place, we look forward to continuing the "*Journey*" in 2011-12.

Highlights of 2010-11 Accomplishments

Strategy I: *We will accelerate the use of advanced technology as an integral component of the educational program and to effectively manage our system.*

Strategy I kicked off this year with the creation of the Advanced Technology Committee in the fall. Since then, it has been a busy and productive time. Approximately 100 staff members, including teachers, support staff, and administrators, participated in four early release days and two Institute Days to address the goals of the Strategic Plan. The main focus of this committee was to review the technology scope and sequence and the National Educational Technology Standards (NETS) for Students. Working in grade-level groups, the committee was able to create meaningful activities for students that are aligned with the standards we hope students to achieve. Those activities will help guide future work for addressing the professional development needs as they relate to the NETS for Teachers.

In addition, the Technology Implementation Committee (TIC) was organized as a sub-committee to take on the tasks of creating a technology coaching pilot proposal, developing a staff technology survey, addressing policies as they relate to technology, and advising on technology purchases and allocations. Through the use of release time, the TIC has accomplished a great deal of work in a short period.

Behind the scenes, great progress was made in updating and enhancing our network infrastructure. By the end of this summer, all buildings will have received new wireless access points and network switches to provide a more robust and reliable network for the District's technology use.

The Strategic Plan has served as a powerful tool for guiding the District's technology initiatives and the work related to Strategy I will indeed assist in moving us forward towards the acceleration of the use of advanced technology.

Strategy II: *We will develop and implement a system for setting, measuring and achieving personally challenging goals for each student related to academics, civil behavior, talents and interests.*

This year, the almost 80 staff members and administrators working on this committee identified target behaviors/ definitions for specific goal areas, including: academics, civil behavior, talents and interests. These definitions will help teachers, working with students and parents, to have a guideline for writing goals in these areas. The definitions will be appropriate to the age/grade band and will be helpful through the goal setting pilot process.

In addition, the committee discussed Specific-Measurable-Attainable-Realistic-Timely (SMART) goal setting practices. These conversations allowed for understanding of using the SMART language in the 2011-12 piloting of goal setting. The focus on SMART goals will be primarily in the areas of academics and civil behavior.

The committee also developed "mock goals" (to practice the goal setting processes) for the pilot with a focus on SMART goals in the areas of academics and civil behavior. Mock goals setting provided real world context (the act of writing goals) and has given teachers some practice in "trouble shooting" how to refine goal setting.

Finally, the committee looked at examples of goal setting from other districts/ domains as a resource. A "Pilot Goal Setting Template" also was developed. Members of the committee will use this to ensure next year's pilot of goal setting, on a small scale, follows the action steps of the Strategic Plan and can be evaluated to refine the process for wider implementation.

Strategy III: *We will develop and implement plans to ensure all members of our vital partnership (staff, families, community members and organizations) are working collaboratively to help us achieve our mission.*

The leadership team for this strategy has laid plans to raise awareness about service learning with District 64 staff and parents, as well as community members and organizations beginning in 2011-12. An important goal also will be to foster current service learning activities. In addition, a language needs assessment also has been prepared to survey families who do not speak English, with appropriate follow up planned.

Strategy IV: *We will define and clarify expectations for student learning, ensure all staff effectively differentiate instruction, and use assessment data to support students in meeting or exceeding the District's targeted benchmarks.*

The more than 215 staff members working on Strategy IV, the strategy most directly focused on student learning, have successfully addressed the first portion of Strategy IV, clarifying expectations for student learning, during this first year of the Strategic Plan. This was accomplished through the identification of Priority Standards in all core and encore areas.

Priority Standards (also known as Power Standards) are a carefully selected and prioritized sub-set of curricular standards that are essential for students at a particular grade level to know and be able to do. Groups of District 64 teachers selected Priority Standards for each grade level from the new national "Common Core Standards" for the academic areas of Language Arts and Math and used existing state standards to identify priority standards in all other academic (core) areas and in the encore areas of Foreign Language, Music, Art, and Physical Education. The standards selected represent knowledge and skills that teachers believe are the essential skills and strategies that students need for success on state assessments, at the next grade level, and in life.

Selecting and prioritizing standards is necessary because all grade level or course-specific standards are not equal, and because there simply is not enough time in a school year to teach all standards equally. Priority standards represent those learning outcomes that are absolutely essential for all students to know and be able to do. Consequently, teachers need to focus more instructional attention and time on the priority standards to assure student competency.

As part of this work, teachers worked to ensure that critical thinking, creative expression and problem solving skills are embedded into the standards and integrated into instruction. We also began to examine how to integrate technology, the Great 8 Learning Strategies and civil behavior into the Priority Standards. Priority Standards are the foundation of aligned practices that will enable us to address Strategy IV and ultimately achieve our District mission.

As we move forward we will determine how priority standards will be shared with all District 64 teachers, when in future years priority standards will be formally implemented, how they will be assessed and what staff development is needed to support teachers in teaching the priority standards.

Strategy V: *We will develop and implement a protocol to ensure staff and community members understand, are committed to, and have the tools to carry out changes within the system that are needed to achieve our mission and objectives.*

During the first year, the primary effort was to plan for changes ahead. We began by creating awareness and knowledge of the District's change protocol and how it can be used as a flexible tool when planning for change, not just related to the Strategic Plan but across a wide variety of real life situations. The initial focus was on building the capacity of administrators to use the protocol, and the emphasis now is expanding to introduce the protocol into the basic work of each Strategic Plan committee. The protocol will be an important component of our efforts in 2011-12, when changes on a limited basis will be introduced in the form of several pilot programs linked to particular action plans.

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy I: *We will accelerate the use of advanced technology as an integral component of the educational program and to effectively manage our system.*

Action Plan 1: *Implement the Technology Scope and Sequence Curriculum that is under development by the District 64 Technology Action Team.*

Leader: Terri Bresnahan

Assistants: Andy Petrolino (grades pre K-2), Dan Ophus (grades 3-5), Joel Martin (grades 6-8)

June 13, 2011 Status Report

Steps accomplished in third trimester:

- **Technology Committee Leadership Meeting, Friday, May 13, 2011 9:30-10:30**
 - Leaders met to review the Staff Technology Survey data and plan for the final Strategic Plan meeting on May 18.
- **Sixth Strategic Plan Meeting: Wednesday, May 18, 2:30-4:00 (6-8), 3:00-4:30 (PK-5)**
 - The whole committee met for its final session for the 2010-11 school year.
 - The committee celebrated its accomplishments for the year.
 - The committee broke into smaller groups by building and reviewed the Staff Technology Survey that was completed by 319 certified teachers. The committee used guiding questions to review and synthesize the data. They then reconvened as middle school and elementary groups to share commonalities across the District in terms of professional development needs.
 - The analysis of the data will be used to determine professional development for next year.

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy I: *We will accelerate the use of advanced technology as an integral component of the educational program and to effectively manage our system.*

Action Plan 2: *Ensure that all staff adhere to a minimum standard of technology proficiency and continually advance their technology acumen.*

Leader: Terri Bresnahan

Assistants: Andy Petrolino (grades pre K-2), Dan Ophus (grades 3-5), Joel Martin (grades 6-8)

June 13, 2011 Status Report

Steps accomplished in third trimester:

- **Creation of a Staff Technology Proficiency Survey**
 - The TIC met on March 23, 2011 to review sample proficiency surveys and gave input on what type of survey would be best for District 64.
 - A small group of volunteers met on April 26, 2011 to create the first draft of the technology survey.
 - The TIC then met on May 6, 2011 to review the draft survey and make revisions for the survey to be completed at the building faculty meetings on Wednesday, May 11, 2011.
 - On Wednesday, May 11, 2011, 319 certified teaching staff completed the survey during building faculty meetings.
- **Sixth Strategic Plan Meeting: Wednesday, May 18, 2:30-4:00 (6-8), 3:00-4:30 (PK-5)**
 - The committee broke into smaller groups by building and reviewed the Staff Technology Survey that was completed by 319 certified teachers. The committee used guiding questions to review and synthesize the data. They then reconvened as middle school and elementary groups to share commonalities across the district in terms of professional development needs.
 - The analysis of the data will be used to determine professional development for next year.

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy I: *We will accelerate the use of advanced technology as an integral component of the educational program and to effectively manage our system.*

Action Plan 3: *Provide resources to assist educators to create, maintain and integrate educational experiences with various technologies as the medium.*

Leader: Terri Bresnahan

Assistants: ESC Team

June 13, 2011 Status Report

Steps accomplished in third trimester:

- **TIC Meeting**
 - The TIC met on March 23, 2011 to develop a proposal for a technology-coaching model for advancing the use of technology.
- **Presentation to the Board on April 25, 2011 Committee-of-the-Whole meeting**
 - A presentation to the Board was made outlining the technology-coaching proposal for the 2011-12 school year.
- **Follow-up Presentation to the Board on May 9, 2011**
 - Additional information was provided in response to Board members' questions related to the technology-coaching proposal.
- **Final Presentation to the Board on May 23, 2011**
 - Additional information was provided in response to Board members' questions and a modified budget was proposed.
 - The Board approved the 2011-12 plans and modified budget.

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy I: *We will accelerate the use of advanced technology as an integral component of the educational program and to effectively manage our system.*

Action Plan 6: *Build appropriate network infrastructure to support the advanced use of technology throughout the District.*

Leader: Gerry Berkowitz

Assistant: Terri Bresnahan

June 13, 2011 Status Report

Steps accomplished in third trimester:

- The remaining hardware has been purchased and installations will begin after the close of school. Work will continue throughout the summer months with anticipated completion of all work prior to the start of the next school year.
- The following installations are scheduled for the summer of 2011:
 - Switch upgrades will be completed for ESC, Roosevelt, Franklin, Washington and Jefferson.
 - Wireless upgrades will be completed for ESC, Lincoln, Emerson, Jefferson and Field.
 - Wireless access points will be upgraded at Carpenter, Roosevelt, Franklin and Washington.

Park Ridge-Niles School District 64 “Journey of Excellence” Strategic Plan

Strategy I: *We will accelerate the use of advanced technology as an integral component of the educational program and to effectively manage our system.*

Action Plan 7: *Implement a District 64 “Technology Implementation Committee” (TIC), modeled on similar functions in the private sector and at the state and federal levels, to ensure value-driven technology implementation.*

Leader: Terri Bresnahan

June 13, 2011 Status Report

- **Release Time for TIC Meetings**
 - The TIC met this year on the following dates/times:
 - March 23, 2011: 8:30-11:15 a.m.
 - April 7, 2011: 8:30-11:15 a.m.
 - May 6, 2011: 8:30-11:15 a.m.
 - The TIC achieved the following during the 3 meetings:
 - Assisted in the creation of the proposal for the technology-coaching pilot
 - Developed the Staff Technology Survey
 - Made plans to review technology-related policies for the 2011-12 school year
 - Gave input on the future purchases and allocations of SmartBoards

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy I: *We will accelerate the use of advanced technology as an integral component of the educational program and to effectively manage our system.*

Action Plan 8: *Form a "Board Advanced Technology Committee" (BATC) to advise and alert the Board of Education about advanced technology issues.*

Leader: Phil Bender

Assist: Terri Bresnahan

June 13, 2011 Status Report

In light of administrator involvement needed to move forward on other technology action plans, work on this committee was rescheduled to spring 2012.

Next steps in 2011-12

- Investigate, design and staff the committee
- Develop a procedure for investigating new technologies
- Determine how and when to communicate ideas to the Board of Education and Technology Implementation Committee

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy II: *We will develop and implement a system for setting, measuring and achieving personally challenging goals for each student related to academics, civil behavior, talents and interests.*

Action Plan 1: *Grades K-2 students will set goals with adult guidance.*

Action Plan 2: *Grades 3-5 students will set and reflect upon goals in four categories: academic, civil behavior, talents, and interests. Adult guidance will be used in this process with the goal of the student taking more responsibility over time.*

Action Plan 3: *Grades 6-8 students will set, monitor and regularly reflect upon goals in four categories: academic, civil behavior, talents, and interests. Adult guidance will be used in this process with the goal of the student taking more responsibility over time.*

Leader: Tim Gleason (Team Leader)

Assistants: Marcy Canel (grades pre-K-2), Kim Nasshan (grades 3-5), Tim Benka (grades 6-8)

June 13, 2011 Status Report

Primary goal: To have activities that would guide staff toward limited "pilot" student goal setting for next school year. This pilot goal setting process will be a means to evaluate the efficacy of different goal setting processes, which ultimately would lead to adoption of a District-wide goal setting process.

Steps accomplished in the third trimester:

Sixth Strategic Plan Meeting: Wednesday, May 18 2:30-4:00 (6-8), 3:00-4:30 (preK-5)

The three grade level band groups met separately. The following activities were accomplished:

- Each grade level band committee developed an initial goal setting pilot format for a specific group of students that faculty members work with on a daily basis. Committee members were given a planning document with guidelines, based upon the action steps, to draft their format of a goal-setting pilot. This allowed committee members to set up an initial thought process for goal setting and provided some uniform direction that matches the action steps of the Strategic Plan. Once this initial brainstorming was completed, the goal setting members joined in groups to share their information and each group reported out to their individual subcommittee. This activity was planned to allow some rich dialogue on how multiple committee members were setting up their student goal setting pilots and to allow these committee members to generate a game plan for goal setting pilots in fall 2011. Through discussion, committee members are choosing a small sample of students to pilot student goal setting. This was the majority of the work session.
- The goal setting committee reviewed our tasks for 2011-12, as this will be the work we will be addressing next year. This includes: 1) piloting student goal setting and review of that process; 2) developing a format/ curriculum for informing students parents and staff of goal setting; 3) working with the administrative team on

communication of goal setting committee progress reports; 4) developing processes for when students transition from K-2 to 3-5 goal setting format and from 3-5 to 6-8 goal-setting format; 5) determine how parent conferences will incorporate student goal setting conversation.

- Finally, the goal setting committee briefly reviewed the District 64 change protocol as it assists us in our future planning. It was noted that the District leadership, following the Board's direction, would be utilizing this change protocol. It was noted to members that each subcommittee of the Strategic Plan, including Student Goal Setting, must be mindful of this planning document to make sure change is accomplished with a view of the larger context of other initiatives.

Next steps in 2011-12

The Strategy II leaders will explore plans with the whole committee on specific action steps to be addressed next school year, including:

- Grade bands will implement pilot goal setting with a small group of students starting fall 2011. From this, better/best practices will be discovered towards a more uniform goal setting process.
- How to provide student led parent/ teacher conferences (grades 6-8).
- Development of goal setting curriculum for teachers to teach and students to write goals, including a goal evaluation process.
- Exploring the possibility of a screener or process to help students discover talents and interests for goal setting in these areas.
- Explore goal setting coordination ("K-2 to 3-5" and "3-5 to 6-8") so grade bands can match age appropriateness, but students, parents and staff can understand the unique goal setting opportunities for students at different ages.

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy III: *We will develop and implement plans to ensure all members of our vital partnership (staff, families, community members and organizations) are working collaboratively to help us achieve our mission.*

Action Plan 1: *Expand the involvement of all members of our partnership in order to provide a rich, more powerful and diverse student learning experience.*

Leader: Philip Bender

Assistants: Kevin Dwyer, Bernadette Tramm, Leslye Lapping

Resources: Kathy Creely (elementary) and Joel Martin (middle)

June 13, 2011 Status Report

During the third trimester, the leadership team met on April 6 and May 4 to review materials describing service learning to determine how to best share information about this form of learning with community members and organizations as well as staff. Using the change protocol, the committee determined that 2011-12 activities must focus on raising awareness about service learning before a pilot could begin.

The committee developed a comprehensive list of activities to be undertaken in 2011-12. In addition, Coordinator of Extended Day & Preschool Services Leslye Lapping joined the team and will provide helpful input from both her perspectives.

Next steps

The committee is scheduled to meet on July 11 to begin work on items needed for the back-to-school launch of the awareness campaign to staff and to plan fall outreach activities in the community according to the steps identified in the 2011-12 plan. An elementary school principal will be added as a resource to the team upon Ms. Creely's retirement from District 64.

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy III: *We will develop and implement plans to ensure all members of our vital partnership (staff, families, community members and organizations) are working collaboratively to help us achieve our mission.*

Action Plan 3: *Improve the collaborative relationship between District 64 and families who do not speak English.*

Leader: Kathy Nelson

Assistants: Leslye Lapping, Terri Bresnahan, Bernadette Tramm, Dan Walsh

Resources: Transitional Program of Instruction (TPI) teachers

June 13, 2011 Status Report

Kathy Nelson met with teachers to plan for and prepare a needs assessment survey, which will be offered to Transitional Program of Instruction (TPI) families at parent nights in fall 2011. Materials also were identified to be added to a new website page to provide parents additional information and connect with Illinois State Board of Education resources.

Next steps in 2011-12

- With Ms. Nelson's retirement, Mr. James Even will assume responsibility for leading the committee.
- Once the needs assessment survey has been completed and data has been compiled, the information will be reviewed and further action steps planned based on identified needs.
- The website page will be established and materials added according to the plan.

▪ **Park Ridge-Niles School District 64 “Journey of Excellence” Strategic Plan**

Strategy IV: *We will define and clarify expectations for student learning, ensure all staff effectively differentiate instruction, and use assessment data to support students in meeting or exceeding the District’s targeted benchmarks.*

Action Plan 1: *Establish Power Standards* for each grade level in all core, encore and specials areas, critical thinking, creative expression and problem solving.* (*District 64 has adopted the more commonly used term “Priority” Standards.)

Leader: Diane Betts

Sub-Group Reading – Katie Kelly and Irene Kappas

Leaders: Language Arts – Dan Walsh and Megan Keefer
Math – Kathy Creely and Kathy Ross
Science & Health – Kevin Dwyer and Tony Clishem
Social Studies – Vicki Mogil and Doug Florence
Foreign Language – Lynne Farmer and Shannon Rodriguez
Art – Lynne Farmer and Sonja Dziedzic
General Music – Lynne Farmer and Joani Heavey
Instrumental Music – Lynne Farmer and Brian Jacobi
Physical Education – Lynne Farmer, Bill Casey and Aaron Schauer

June 13, 2011 Status Report

Steps accomplished in third trimester:

▪ **April 21, 2011 Strategy IV Leaders Meeting**

Leaders of all Strategy IV sub-committees met with Diane Betts to review each sub-committee’s progress toward the completion of identified Priority Standards. A checklist was provided to guide any work remaining to be accomplished this year. Examples of tasks on the checklist included:

- Checking for vertical alignment of standards across the grade levels and identification of any redundancies and/or gaps
- Determination that the standards represent an appropriate and achievable amount of learning at each grade level
- Analysis of the level of rigor, critical thinking, creative expression and/or problem solving embedded in the standards
- Discussion of the impact teaching these standards might have on curriculum and instruction

The Change Protocol was also reviewed with sub-committee leaders so that they could become more familiar with it and use it to assist in identifying the impact, timeline, resources and communication needs for beginning implementation of the Priority Standards.

Plans and agendas were developed for the last Strategic Plan Meeting date on May 18.

▪ **May 13 Strategy IV Leaders Training - Cancelled**

Larry Ainsworth, the consultant from the Leading and Learning Institute who provided initial training on identifying Priority Standards, was scheduled to provide a full day of training on the next steps we will take in this process: unwrapping the standards and developing common assessments. Due to a serious health issue in

Mr. Ainsworth's family, the training had to be cancelled and has been rescheduled for next September.

- **Sixth Strategic Plan Meeting: Wednesday, May 18, 2:30-4:00 (6-8), 3:00-4:30 (PK-5)**
All Strategy IV Student Learning sub-committees met as elementary and middle school groups to finish the identification of Priority Standards in their core or encore area at each grade level. Specifically they worked on completing any unfinished tasks from the checklist referenced above. Each sub-committee made any final revisions to their priority standards and also began to discuss the following:
 - When Priority Standards should be implemented in this subject area
 - Ideas for when and how the Priority Standards should be communicated to all teachers
 - Implications teaching these standards will have for new textbooks, instructional approaches, etc.
 - Staff development needed to help teachers implement standards.
 - Overview of next year's work (unwrapping standards and developing common assessments)

Current status:

Final Priority Standards have been identified in all core and encore areas for each grade level. These completed Priority Standards provide the foundation of aligned practices that will enable us to address Strategy IV and ultimately achieve our District mission.

Next Steps for 2011-12

- Utilize Strategic Plan Meeting times to have each sub-committee unwrap their prioritized standards and develop common assessments tied to the standards.
- Conduct cross sub-committee meetings with Reading, Language Arts, Social Studies and Science middle school teachers working together to analyze horizontal alignment of priority standards and determine how reading and writing across the content areas will be addressed in the priority standards for each subject area at the middle school level.
- Determine how priority standards will be shared with all District 64 teachers.
- Determine a timeline indicating when priority standards in each subject area will be formally implemented.
- Determine staff development needed to support teachers in teaching the priority standards.
- Determine when to revise the curriculum brochures and website to reflect new District 64 Priority Standards.

What are Priority Standards?

Priority Standards (also known as Power Standards) are a carefully selected and prioritized sub-set of curricular standards that are essential for students at a particular grade level to know and be able to do. Groups of teachers within a district or school collaboratively select Priority Standards for each grade level from the state standards or new national "Common Core Standards" that they believe are the essential skills and strategies that students need for success on state assessments, at the next grade level, and in life.

Why is it important to prioritize standards?

Prioritizing a smaller number of Priority Standards is necessary because all grade level or course-specific standards are not equal AND because there simply is not enough time in a school year to teach all standards equally. Robert Marzano, a leading educational researcher, has examined standards from many different states and contends we would need to keep students in school for 22 years in order to teach all the K-12 standards.

Priority standards are not all that we teach. Larry Ainsworth uses a fence metaphor to describe this. Priority standards represent the "fence posts" or those learning outcomes that are absolutely essential for all students to know and be able to do. Consequently, teachers need to dig deeper and focus more attention and time on the priority standards to assure student competency. The remaining standards are the "rails" that can be used to connect to and support the priority standards. "Fence posts and rails – without both there is no fence!" (Larry Ainsworth, District 64 October 12 presentation on Priority Standards).

Priority Standards are the foundation of aligned practices that will enable us to address Strategy IV and ultimately achieve our District mission.

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy IV: *We will define and clarify expectations for student learning, ensure all staff effectively differentiate instruction, and use assessment data to support students in meeting or exceeding the District's targeted benchmarks.*

Action Plan 2: *Develop hiring practices that ensure new certified staff have exposure to differentiation through experience and/or education.*

Leader: Sandra Stringer

June 13, 2011 Status Report

- **Thursday, April 14, 2011**

Conducted meeting with all principals and a representative from the District's online application service provider, General ASP. The meeting focused on the application tool that will be used to help screen new certified teacher candidates for differentiation experience in student learning and instruction.

- **Week of June 27, 2011**

An administrative committee made up of central office administrators and principals will meet to finalize the questions for the interview process on the application system that will be used starting this summer. The application screening tool has been updated in our system to include the experience questions.

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy IV: *We will define and clarify expectations for student learning, ensure all staff effectively differentiate instruction, and use assessment data to support students in meeting or exceeding the District's targeted benchmarks.*

Action Plan 3: *Create staff development opportunities for all staff to increase their knowledge of and experience with differentiation.*

Leader: Diane Betts

Assist: Lynne Farmer, Staff Development Committee

Action Plan 4: *Develop a peer coaching program and begin implementation for the infusion of flexible grouping and other methods of differentiation.*

Action Plan 5: *Fully implement peer coaching for the infusion of flexible grouping and other methods of differentiation.*

Leader: Diane Betts

Assist: ESC Team

June 13, 2011 Status Report

These three Action Plans are all related to staff development supporting differentiation of instruction and have not been specifically addressed this year. Until we have clearly defined our expectations via establishment of the Priority Standards and determined how to assess these standards via common assessments, we did not feel it was fruitful to focus on this component of the Strategy. Information from the common assessments will be used to drive the content of differentiated instruction. Also, in consideration of the change protocol and the many different instructional expectations that are stemming from the Strategic Plan, we believe that a focused emphasis on staff development connected to differentiation needs to be paced more slowly given the impact on classroom teachers and the District budget.

Next steps in 2011-12

- Survey staff to assess staff development needs related to differentiation of instruction
- Explore various means to address needs, including possible use of instructional/ differentiation coaches
- Prepare for infusion of staff development in 2012-13

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy IV: *We will define and clarify expectations for student learning, ensure all staff effectively differentiate instruction, and use assessment data to support students in meeting or exceeding the District's targeted benchmarks.*

Action Plan 6: *Develop pre and post common assessments that will allow teachers to adapt instruction and expectations to individual learning styles and levels.*

Leader: Diane Betts

Sub-Group Reading – Katie Kelly and Irene Kappas

Leaders: Language Arts – Dan Walsh and Megan Keefer

Math – Kathy Creely and Kathy Ross

Science & Health – Kevin Dwyer and Tony Clishem

Social Studies – Vicki Mogil and Doug Florence

Foreign Language – Lynne Farmer and Shannon Rodriguez

Art – Lynne Farmer and Sonja Dziedzic

General Music – Lynne Farmer and Joani Heavey

Instrumental Music – Lynne Farmer and Brian Jacobi

Physical Education – Lynne Farmer, Bill Casey and Aaron Schauer

June 13, 2011 Status Report

Steps accomplished in third trimester:

Diane Betts and sub-committee leaders began to discuss the concept of common assessments linked to the new priority standards, where current assessments might fit into this and how these assessments will be developed.

Next steps in 2011-12

- Now that the Priority Standards have been identified for each grade level, the next step will be to unwrap the standards, identify objectives, and develop common assessments for the essential skills and strategies embedded in each priority standard.
- Training in the development of common assessments will be provided first to sub-group leaders (September 27, 2011) and then to the teachers in each sub-group who will be involved in actually developing the assessments during the 2011-12 school year.

Park Ridge-Niles School District 64 "Journey of Excellence" Strategic Plan

Strategy IV: *We will define and clarify expectations for student learning, ensure all staff effectively differentiate instruction, and use assessment data to support students in meeting or exceeding the District's targeted benchmarks.*

Action Plan 9: *Encourage students to use creative expression, critical thinking and problem solving throughout their day.*

Leader: Diane Betts

Sub-group Reading – Katie Kelly and Irene Kappas

Leaders: Language Arts – Dan Walsh and Megan Keefer

Math – Kathy Creely and Kathy Ross

Science & Health – Kevin Dwyer and Tony Clishem

Social Studies – Vicki Mogil and Doug Florence

Foreign Language – Lynne Farmer and Shannon Rodriguez

Art – Lynne Farmer and Sonja Dziedzic

General Music – Lynne Farmer and Joani Heavey

Instrumental Music – Lynne Farmer and Brian Jacobi

Physical Education – Lynne Farmer, Bill Casey and Aaron Schauer

June 13, 2011 Status Report

Steps accomplished in third trimester:

▪ April 21, 2011 Strategy IV Leaders Meeting

Diane Betts worked with sub-group leaders to analyze the level of rigor, critical thinking, creative expression and/or problem solving embedded in the priority standards. The group also discussed integration of Technology, Information Literacy, Great 8 Learning Strategies and civil behavior with Priority Standards and planned how this can be worked on further in the next steps in order to increase the amount of higher-level thinking skills, creative expression and problem solving embedded in the Priority Standards.

▪ Sixth Strategic Plan Meeting: Wednesday, May 18, 2:30-4:00 (6-8), 3:00-4:30 (PK-5)

As sub-committees worked to finalize the prioritized standards they discussed and identified areas of the standards that will elicit more rigor in student learning. Sub-committee members also discussed where and how higher level thinking skills, creative expression and problem solving was embedded in the standards and what implications this would have on instruction.

Next steps in 2011-12:

- During the September 27, 2011 training with Larry Ainsworth, Strategy IV sub-group leaders will plan how higher level thinking skills, creative expression and problem solving skills as well as technology, information literacy, Great 8 Learning Strategies and civil behavior will be integrated into the unwrapping of standards and the development of common assessments work that will be the focus of 2011-12.
- Sub-committees will be asked to focus on how higher level skills, creative expression, problem solving, as well as the integration of technology and civil behavior can be fostered in instruction and measured through common assessments.

Park Ridge-Niles School District 64 “Journey of Excellence” Strategic Plan

Strategy IV: *We will define and clarify expectations for student learning, ensure all staff effectively differentiate instruction, and use assessment data to support students in meeting or exceeding the District’s targeted benchmarks.*

Action Plan 11: *Use data over time as an indicator for instructional change.*

Leader: Lynne Farmer

Assistants: Kathy Ross, Building Principals, Curriculum Specialists

June 13, 2011 Status Report

Steps accomplished in third trimester:

- Students in 2nd-5th grade took the Math Concepts and Application assessment (M-CAP) again this trimester to measure and benchmark their knowledge of key concepts and computation skills. Similar to the DIBELS oral reading fluency measure, the M-CAP can target students in need of additional support. We now have a full year’s worth of M-CAP data to analyze for patterns and gaps in instruction. Class reports from this assessment are shared with principals and teachers. In addition, teachers have been encouraged to conduct an item analysis of the test to look for strengths and weaknesses in particular mathematical concepts.
- All students in K-5th grade were administered the Harcourt running record reading assessment again this spring to determine their current guided reading level and to identify specific areas for instructional focus. This information will be passed on to next year’s teacher so that differentiated instruction can begin as soon as possible. Students guided reading levels will be tracked over time in the Inform data warehouse system.
- In the area of assessing student behavior and social/emotional needs, all 1st-8th grade students were assessed using SSIS. Data from this assessment was inputted into AIMSweb (an on-line data tracking system). Staff training was provided for administering this assessment on-line and using the behavior tab on AIMSweb to develop and track interventions for students in need of more social/emotional/behavioral support.
- 3rd-8th grade students took the District 64 Climate Survey or the Illinois Youth Survey to assess student perceptions regarding bullying and other social-emotional indicators. We analyze this information over time to determine any weaknesses in our core civil behavior efforts.
- Student achievement data from our spring ISAT, MAP, DIBELS, MCAP and the Harcourt Reading Level Assessment will be uploaded into the INFORM database. Teachers, teams, principals and other instructional leaders can examine and analyze data on a single student, group of students, grade level or district as a whole on a variety of assessments and look at progress over time.
- Reports from AIMSweb showing information for a class and/or grade level group of students’ achievement in math, reading and social/emotional development are generated and shared with principals and teachers.
- Similar reports have also be generated showing student performance on MAP Reading and Math assessments.
- Literacy, Instructional Resource as well as classroom teachers have continued to use assessments from AIMSweb to frequently monitor individual student progress and make adjustments in instruction.

- The RtI Leadership Team developed guidelines that have been shared with all teachers for building level (QIT) and grade/ team level analysis and use of data from multiple sources.
- The RtI Leadership Team also developed beginning plans for using data to address and plan interventions for K-5 students in math next year.

Next steps in 2011-12

- Diane Betts will work with curriculum specialists to utilize the "Here's What, So What, Now What" protocol to examine Educational Ends and other sources of data relevant to their curricular area. Each curricular area will identify any specific areas in need of improvement and determine how this need is going to be addressed through the priority standards identification process, revisions to existing curriculum, changes in instructional practices and/ or staff development opportunities.
- Principals will receive additional training at the June 16, 2011 Summer AC Training on helping teachers to analyze and use data at grade/ team level problem solving meetings.
- Principals and QIT's will become more familiar with the Illinois Interactive Report Card site and use the information provided in their building analysis.
- Two staff members will attend the two day Inform Institute to gain additional knowledge of how Inform can be used to track data and plan for student support.
- Principals and QIT team members will receive training on the INFORM data warehouse system later this summer and learn how this tool can be used to extrapolate data on student learning and analyzed for areas of celebration as well as areas for growth.
- Additional training on a new RtI feature in Inform will be provided to Literacy and Instructional Resource teachers next year.
- Study Island, an on-line student learning support program, will continue to be made available to all 3rd – 8th grade students to use in class or at home next year. This program provides differentiated support on essential reading and math skills.
- We will explore use of a Study Island placement test tied to new Common Core Standards to examine where our students may achieve in relation to the new Common Core Standards in math.
- We will utilize the services of our core curriculum specialists and other teacher leaders to develop/improve skills for coaching teacher teams in the use of data to inform instruction.

Park Ridge-Niles School District 64 “Journey of Excellence” Strategic Plan

Strategy V: *We will develop and implement a protocol to ensure staff and community members understand, are committed to, and have the tools to carry out changes within the system that are needed to achieve our mission and objectives.*

Action Plan 1: *Put into practice a protocol of designing, implementing and assessing proposed changes.*

Leader: Philip Bender

Assistants: Administrative Council members

Resource: Kim Nasshan

June 13, 2011 Progress Report

Steps accomplished in third trimester:

- All District administrators worked together this spring to use the change protocol to review recommendations for 2011-12 strategic plan activities and selected existing initiatives from the implementation schedule.
- As implementation activities have proceeded, each Strategic Plan committee has been asked to use the protocol to better understand and plan for the impact of changes that will be introduced in coming years as an outcome of their work.
- Additional training is planned for the June 16 Administrative Council workshop on using the change protocol as an important management tool. A goal will be to help administrators build capacity for integrating the protocol across a wide variety of situations they encounter in their leadership roles, not only changes directly related to a particular Strategic Plan action item.

Next steps in 2011-12

The topic of “change” has been identified as one focus area for the first teacher Institute Day on Friday, August 19. Mindful of the change protocol, an important goal will be to continue supporting and preparing staff for changes as the “*Journey of Excellence*” moves forward, and to help view the change process itself through the lens of the District’s ongoing civil behavior initiative. Aspects of this theme are expected to be incorporated in other ways and at other occasions through the year.

Park Ridge-Niles School District 64
"A Journey of Excellence" – Strategic Plan Implementation Schedule

YELLOW = Readiness Activities

ORANGE = Implement with Support

GREEN = Fully Implement

Strategy	Action Plan	2010-11	2011-12	2012-13	2013-14	2014-15
1. Accelerating the Advanced Use of Technology	1 Curriculum scope & sequence					
	2 Staff proficiency standards					
	3 Assistance/peer coaches					
	4 Management of schools					
	5 Communications w/community					
	6 Network infrastructure					
	7 TIC (Tech Implem Comm)					
	8 BATC (Bd Adv Tech Comm)					
2. Building a Model for Personal Student Goals	1 Grades K-2					
	2 Grades 3-5					
	3 Grades 6-8					
3. Collaboration within Our Partnership	1 Involve partners					
	2 Service learning					
	3 Non English-spkg families					
4. Expectations for Student Learning and Instructional Practices	1 Develop Power Standards					
	2 Hiring differentiation experience					
	3 Staff dev on differentiation					
	4 & 5 Differentiation peer coaches					
	6 Pre/post common assessments					
	7 Develop differentiated lessons					
	8 Implement differentiated lessons					
	9 Critical/creative/pbm-solving skills					
	10 Student progress reporting					
	11 Data-driven instruction					
5. Providing Support and Tools for Change	1 Utilize change protocol					
Existing Initiatives	Rtl					
	Rtl: Special Ed Eligibility					
	Implement K-5 reading framework					
	Implement new gds 1-5 writing pgm					
	Implement MS reading framework/curriculum					
	Teach learning strategies (all content areas)					
	Gifted identification review					
	*Special Ed study (CFC)					
	Update teacher evaluation tool					
	Plan/hire for admin retirements					
	*Admin staffing study (CFC)					
	Wellness Benefit Fair					
	RFPs: Bus, Insurance					
	Conversion to Skyward					
	New Superintendent orientation					

* Board of Education discussion 4-26-10

Park Ridge-Niles School District 64
Strategic Plan 2010-11 Leadership

Strategy I: We will accelerate the use of advanced technology as an integral component of the educational program and to effectively manage our system.				
Action Plan	Activities	Timeline	Budget	
1	<ul style="list-style-type: none"> Implement the Technology Scope and Sequence Curriculum that is under development by the District 64 Technology Action Team. Leader: TERRI BRESNAHAN; Assist: Dan Ophus, Joel Martin, Andy Petroline 	<ul style="list-style-type: none"> Finalize scope and sequence of technology skills Identify and/or develop learning activities and projects that technology skills can be integrated with Develop assessments to measure tech skills Determine equipment and on-line resource needs for delivering curriculum 	<ul style="list-style-type: none"> Fall 2010 – Expand Tech Action Team comprised of teachers, technologists and community members and begin work June 2011 – Complete curriculum and assessments 	Funds will be used to pay substitutes to release teachers to work on curriculum development and to purchase necessary equipment and on-line resources to consistently deliver curriculum.
2	<ul style="list-style-type: none"> Ensure that all staff adhere to a minimum standard of technology proficiency and continually advance their technology acumen. Leader: TERRI BRESNAHAN Assist: Dan Ophus, Joel Martin, Andy Petroline 	<ul style="list-style-type: none"> Establish minimum levels of staff proficiency needed to implement new curriculum Survey staff on current levels of proficiency Develop staff development plan to support teachers in acquiring technology proficiency 	<ul style="list-style-type: none"> Spring 2011 – Tech Action Team determines specific proficiencies, develops and administers survey Summer 2011 – Plan staff development opportunities for 2011-12 	Funds will be used to pay substitutes to release teachers to work on staff proficiencies and staff development plan.
3	<ul style="list-style-type: none"> Provide resources to assist educators to create, maintain and integrate educational experiences with various technologies as the medium. Leader: TERRI BRESNAHAN Assist: ESC Team 	<ul style="list-style-type: none"> Determine staffing needs to support implementation of new curriculum Develop job responsibilities for technology coaches 	<ul style="list-style-type: none"> Spring 2011 – Plan for technology coaches 	(Funds to employ technology coaches will not be needed until 2011-12.)
6	<ul style="list-style-type: none"> Build appropriate network infrastructure to support the advanced use of technology throughout the District. Leader: GERRY BERKOWITZ Assist: Terri Bresnahan 	<ul style="list-style-type: none"> Complete the purchase and installation of network infrastructure upgrades 	<ul style="list-style-type: none"> Winter 2011 – Purchase and begin installation of equipment 	(Funding will be drawn from District 2010-11 technology budget and private donation; the remainder is included in this strategic plan budget 2010-11.)

Park Ridge-Niles School District 64
Strategic Plan 2010-11 Leadership

7	Implement a District 64 "Technology Implementation Committee" (TIC), modeled on similar functions in the private sector and at the state and federal levels, to ensure value-driven technology implementation. Leader: TERRI BRESNAHAN Assist: Dan Ophus, Joel Martin, Andy Petrolino	<ul style="list-style-type: none"> Investigate, design and staff the committee Develop a review and monitoring procedure for implementation of new technology curriculum 	<p>Winter 2011 – Form committee and define committee's responsibilities</p> <p>Spring 2011 – Develop procedures for review and monitoring</p>	Funds will be used to release teachers serving on TIC.
8	Form a "Board Advanced Technology Committee" (BATC) to advise and alert the Board of Education about advanced technology issues. Leader: PHIL BENDER Assist: Terri Bresnahan	<ul style="list-style-type: none"> Investigate, design and staff the committee Develop a procedure for investigating new technologies Determine how and when to communicate ideas to Board and TIC 	<p>Spring 2011 – Begin development of committee</p>	No funds required.
TOTAL STRATEGY I: \$125,000				

Park Ridge-Niles School District 64
Strategic Plan 2010-11 Leadership

Strategy II: We will develop and implement a system for setting, measuring and achieving personally challenging goals for each student related to academics, civil behavior, talents and interests.				
Action Plan		Activities	Timeline	Budget
1	Grades K-2 students will set goals with adult guidance. Leader: Marcy Canel	K-2, 3-5 and 6-8 committees will begin to create developmentally appropriate formats and procedures for student goal setting OVERALL LEADER: Tim Gleason	Fall 2010 - Form committees and define committees' responsibilities Winter & Spring 2011 - Committees develop format for goal setting	Funds will be used to pay substitutes to release teachers to work on goal setting format.
2	Grades 3-5 students will set and reflect upon goals in 4 categories: academic, civil behavior, talents, and interests. Adult guidance will be used in this process with the goal of the student taking more responsibility over time. Leader: Kim Nasshan			
3	Grades 6-8 students will set, monitor and regularly reflect upon goals in 4 categories: academic, civil behavior, talents, and interests. Adult guidance will be used in this process with the goal of the student taking more responsibility over time. Leader: Tim Benka			
TOTAL STRATEGY II: \$15,000				

**Park Ridge-Niles School District 64
Strategic Plan 2010-11 Leadership**

Strategy III: We will develop and implement plans to ensure all members of our vital partnership (staff, families, community members and organizations) are working collaboratively to help us achieve our mission.				
Action Plan	Activities	Timeline	Budget	
1 Expand the involvement of all members of our partnership in order to provide a rich, more powerful and diverse student learning experience. Leader: PHIL BENDER Assist: Kevin Dwyer, Bernadette Tramm,	<ul style="list-style-type: none"> ▪ Inform community about strategic plan ▪ Establish a District/Community team ▪ Identify current partnerships ▪ Conduct focus groups 	<p>Winter 2011 – Begin to develop District/Community team</p> <p>Spring 2011 – Conduct focus groups</p>	Funds will be used for meeting expenses and publications.	
3 Improve the collaborative relationship between District 64 and families who do not speak English. Leader: KATHY NELSON Assist: Leslye Lapping, Terri Bresnahan, Bernadette Tramm, Dan Walsh	<ul style="list-style-type: none"> ▪ Conduct needs assessment ▪ Utilize available technologies to begin offering communications on website in Polish and Spanish 	Spring 2011 – Begin work to determine needs and possibilities	Funds will be used to conduct needs assessment and purchase resources for translation.	
TOTAL STRATEGY III: \$5,000				

Park Ridge-Niles School District 64
Strategic Plan 2010-11 Leadership

Strategy IV: We will define and clarify expectations for student learning, ensure all staff effectively differentiate instruction, and use assessment data to support students in meeting or exceeding the District's targeted benchmarks.				
Action Plan	Activities	Timeline	Budget	
1 Establish Power Standards for each grade level in all core, encore and specials areas, critical thinking, creative expression and problem solving. Leader: DIANE BETTS Assist: Curriculum leaders and Reading – Katie Kelly Writing – Dan Walsh Math – Kathy Creely Social Studies – Vicki Mogil Science – Kevin Dwyer Encore – Lynne Farmer	<ul style="list-style-type: none"> ▪ Establish working groups for identifying Power Standards in each curriculum area and provide training ▪ Begin working on identifying Power Standards ▪ Revise curriculum brochures and website 	<p>Fall 2010 – Determine who will work in each curricular area and provide training</p> <p>Winter & Spring 2011 – Committee works on identifying Power Standards</p> <p>Summer 2011 – Prepare to share Power Standards with parents & community</p>	Funds will be used to pay substitutes to release teachers to work on identifying Power Standards.	
2 Develop hiring practices that ensure new certified staff have exposure to differentiation through experience and/or education. Leader: SANDRA STRINGER Assist: Kim Nasshan, Dan Walsh	<ul style="list-style-type: none"> ▪ Establish hiring standards for differentiation ▪ Adapt hiring practices to recruit candidates with strong backgrounds in differentiation 	<p>Winter 2011 – Establish hiring standards for differentiation and make changes to application, interview questions, etc.</p> <p>Spring & Summer 2011 – Utilize new hiring practices for differentiation</p>	Funds will be used to revise District on-line application process.	
3 Create staff development opportunities for all staff to increase their knowledge of and experience with differentiation. Leader: DIANE BETTS Assist: Lynne Farmer, Staff Development Committee	<ul style="list-style-type: none"> ▪ Plan staff development to provide an overview of differentiated instruction ▪ Develop staff survey to assess specific staff development needs for differentiation 	<p>Spring & Summer 2011 – Plan staff development that will be provided in 2011-12</p>	None.	
4, 5 Develop a peer coaching program and begin implementation for the infusion of flexible grouping and other methods of differentiation. Leader: DIANE BETTS Assist: ESC Team	<ul style="list-style-type: none"> ▪ Determine staffing needs for peer coaches to support implementation of differentiation ▪ Develop job responsibilities for differentiation coaches 	Spring 2011 – Plan for differentiation coaches	(Funds to employ differentiation coaches will not be needed until 2011-12.)	

**Park Ridge-Niles School District 64
Strategic Plan 2010-11 Leadership**

6	Develop pre and post common assessments that will allow teachers to adapt instruction and expectations to individual learning styles and levels. Leader: REPEAT SAME AS #1	Develop common pre and post assessments for Power Standards as they are identified	Fall 2010 – Train curriculum committees how to develop common assessments as part of the Power Standards work Winter & Spring 2011 – Committees works on developing common assessments	No additional funds will be needed to develop common assessments as part of the Power Standards project.
9	Encourage students to use creative expression, critical thinking and problem solving throughout their day. Leader: REPEAT SAME AS #1	Incorporate critical thinking, creative expression and problem solving into the development of Power Standards and common assessments in each curricular area.	Winter & Spring 2011 – Committee works on incorporating these as part of Power Standards work	No additional funds will be needed to develop as part of the Power Standards project.
11	Use data over time as an indicator for instructional change. Leader: LYNNE FARMER Assist: Curriculum specialist Kathy Ross, building principals	<ul style="list-style-type: none"> ▪ Provide additional training on data analysis ▪ Establish District and school improvement goals for the year based on multi-year data ▪ Help grade level teams and departments set improvement goals based on beginning of the year student data 	Summer 2010 – Provide training on data analysis for building QITs Fall 2010 – Support QITs and grade level teams and departments in development of improvement goals	Funds will be used to provide release time for training and support.
TOTAL STRATEGY IV: \$40,000				

Park Ridge-Niles School District 64
Strategic Plan 2010-11 Leadership

Strategy V: We will develop and implement a protocol to ensure staff and community members, understand, are committed to, and have the tools to carry out changes within the system that are needed to achieve our mission and objectives.			
Action Plan	Activities	Timeline	Budget
1 Put into practice a protocol of designing, implementing and assessing proposed changes. Leader: PHIL BENDER Assist: Kim Nasshan, all AC members	<ul style="list-style-type: none"> Develop specifics of change protocol Utilize change protocol to plan implementation of each strategy Introduce Strategic Plan and work that needs to be accomplished using change protocol 	Summer 2010 – Finish development of change protocol Fall 2010 – Communicate strategic plan to all stakeholders and engage involvement in 2010-11 Strategic Plan work	Funds will be used for publications and resources related to communications efforts.
			TOTAL STRATEGY V: \$10,000

TOTAL BUDGET AUTHORIZED FOR ALL 2010-11 WORK: \$195,000

Strategy III – Partnership

- Laid plans for community and staff awareness outreach on service learning
- Planned survey of families on language translation needs

Strategy I – Technology

- Created tech-rich activities for students based on scope & sequence and National Educational Technology Standards (NETS) for students
- Reviewed staff needs for tech professional development
- Technology Implementation Committee (TIC) created tech coaching pilot proposal, staff survey
- Network infrastructure upgraded
- Independent tech audit underway

Strategy V – Change Protocol

- Built awareness of the checklist as a handy tool for planning change



2010-11 Celebrate our achievements

Strategy II – Student Goals

For grade levels bands:

- Identified target behaviors in the areas of academics, civil behavior, talents & interests
- Explored "SMART" goals
- Reviewed other districts' goal-setting
- Created goal-setting templates for pilot

Strategy IV – Student Learning

- Identified priority standards for all core & encore areas in all grade levels
- Embedded critical thinking, creative expression & problem-solving skills in the standards
- Began to integrate technology, the "Great 8 Learning Strategies" & civil behavior into the standards
- Added new teacher application screening tool for differentiation

Strategy III – Partnership

- Outreach to community and staff about service learning
- Plan for pilot with volunteers in 2012-13
- Expand language translation services based on family survey

Strategy I – Technology

- Committee members begin to implement tech-rich activities for students and develop assessments based on scope & sequence and NETS
- Use staff survey data to guide professional growth opportunities
- Establish minimum tech usage guidelines based on NETS for teachers
- Implement and assess the tech coaching pilot at three schools
- TIC: reviews policies related to tech usage in the District for staff & students; recommends hardware/software purchases for 2012-13
- Plan for infrastructure and tech support based on audit

Strategy V – Change Protocol

- Use checklist to plan for changes initiated in all strategies



A look ahead to 2011-12

Strategy II – Student Goals


For grade levels bands:

- Committee members pilot goal-setting with students in the areas of academics, civil behavior, talents & interests
- Develop age-appropriate student goal-setting formats
- Investigate tools to monitor goals
- Determine how parent-teacher conferences incorporate student goal-setting

Strategy IV – Student Learning

- “Unwrap” identified priority standards & develop common assessments for all core & encore areas in all grade levels
- Develop a timeline for implementation of priority standards & plan for staff development needs
- Survey staff on differentiation & determine staff development needs

To: District 64 Board of Education

From: Diane Betts, Assistant Superintendent for Student Learning 

Date: June 13, 2011

Re: 2011-12 Staff Development Wednesday Calendar

RELATION OF REPORT TO:

State/Federal Mandates: None

Board Goal: Improvement of Student Learning

Board Policy: Staff Development Program 5:100

Board Procedures: 5:100R

Budget Implications: None

OVERVIEW

When the original concept of using early release time on Wednesday for staff development activities was conceived, the schedule of what types of activities would occur each week was jointly developed by the administration and PREA and approved by the Board of Education. Each year, the Staff Development Committee made up of teacher representatives from each building, the Curriculum Team, PREA leadership and administration is charged with the responsibility of determining the specific calendar of meetings/activities for each Wednesday of the school year. Current PREA contract language requires that the PREA Executive Board and Board of Education mutually agree upon any recommended changes to the current configuration of how Wednesday time is used.

This report will outline a recommended change that has been developed by the Staff Development Committee for the 2011-2012 Early Release Staff Development schedule, describe why this recommended change was generated and provide the proposed calendar of activities for this school year.

CURRENT EARLY RELEASE WEDNESDAY SCHEDULE

The Early Release Wednesday schedule that we utilized in the 2010-11 year provided a rotating schedule that offered staff development opportunities in which teachers were involved in the following types of meetings/activities:

- **Building Meetings:** Used for providing staff development related to building and/or District goals, planning for building events, discussion of building issues and general school business.
- **Department/Grade Level Meetings:** Used for discussion/planning of curriculum/instruction at either the grade level (i.e. 5th grade) or department (i.e. Middle School Math, Art, etc.) level.
- **Problem Solving Meetings:** Used for teachers to meet with either grade level/team level or department level colleagues in data analysis and problem

solving about student learning and instructional practices. These days help to support our RtI initiative.

- **QIT Staff Support Days:** Used by teachers to conduct problem solving, provide staff development or address other building needs. The Quality Improvement Team in each building helps to coordinate how these days will be used.
- **Self-Directed Professional Activities:** Used for teachers to work on individual projects of their choice.
- **Strategic Plan Meetings:** As we kicked off our work on the Strategic Plan this year, we utilized the active involvement of all staff members to develop specific ideas for three of the five strategies outlined in the plan (Advanced Use of Technology, Personal Student Goals, and Student Learning. Four Wednesday dates were used for these committees to meet and complete the intended work of the Action Plans connected to each strategy. In addition, a half-day on each of two Institute Days (November 2, 2010 and February 22, 2011) was used for this purpose.

All of this time is intended to advance the professional growth of our teachers and focus on meeting individual, building and/or District goals for improvement. Teachers highly value and find the time extremely useful.

Each year we analyze the distribution of time on these Wednesdays and our Institute Days in relation to the needs of the District, buildings, departments and individual teachers. Recommended changes to this distribution have been made in the past to meet the needs of new initiatives (Strategic Plan, RtI, etc.).

RECOMMENDED CHANGES

The Staff Development Committee recommends that instead of allocating four Wednesdays for Strategic Plan Committee Meetings, we utilize the entire day on our two Institute Days for Strategic Plan Committee Meetings and that we convert the four Wednesdays into Building Meetings with some of this time focused on staff development regarding changes stemming from the Strategic Plan. The reasons for this recommended change are twofold.

First, the afterschool time on Wednesdays does not provide enough continuous time for large amounts of collaborative work to be completed. By the time that teachers leave their buildings, drive to another location and assemble, the actual work time is reduced to approximately 75 minutes. The difference in the middle school and elementary schedule also makes it difficult to have extended time with teachers from all grade levels working together.

The second reason behind this recommendation is an acknowledgement that time is needed to provide the staff with information and staff development regarding all aspects of the Strategic Plan. Teachers working in their particular Strategic Plan Committee have a good understanding of the recommendations stemming from their group but do not know a great deal regarding the recommendations of other committees. A portion of time will be used at four building meetings for this purpose. The Staff Development Committee believes that these recommended changes in the Wednesday calendar and use of full day meetings on both Institute Days will provide

us with the necessary time to continue our committee work and to provide the staff development necessary to take the next steps in our Strategic Plan.

Both Administration and the PREA Executive Board support the proposed changes to the Staff Development Wednesday Calendar.

BUDGET IMPLICATIONS

There are no budget implications involved in this proposal.


NEXT STEPS

We will ask that the Board of Education approve this recommendation as part of the Consent Agenda at our next Board of Education meeting on June 27, 2011. Following Board approval, the official Staff Development Wednesday Calendar for 2011-12 will be shared with all stakeholders and placed on the District web page.

DB:km

Attachment: Proposed 2011-2012 Wednesday Staff Development Calendar

05/19/11 Recommendation from Staff Development Committee Pending PREA & Board Approval			
	Elementary	MS Core & Support	Encore/Elective Dept.
08/19/11	Institute Program - AM Building Meetings - PM		
08/24/11	Self-Directed	Self-Directed	Self-Directed
08/31/11	Building Mtg.	Building Mtg.	Building Mtg.
09/07/11	Grade Level/Dept.	Dept. Mtg.	Dept. Mtg.
09/14/11	Building Meeting	Building Meeting	Building Meeting
09/21/11	Grade Level Problem Solving	All MS Problem Solving	Problem Solving in Buildings
09/28/11	Grade Level Problem Solving	Grade Level Problem Solving	K-8 Dept. Problem Solving
10/05/11	Building Meeting	Building Meeting	Building Meeting
10/12/11	Grade Level/Dept.	Dept. Mtg.	Dept. Mtg.
10/19/11	Grade Level Problem Solving	All MS Problem Solving	K-5 Building Encore Team Problem Solving
10/26/11	District Grade Level	Dept. Mtg.	Dept. Mtg.
11/02/11	Building Meeting	Building Mtg.	Building Mtg.
11/08/11	Institute Day - Strategic Plan Committees		
11/09/11	Self-Directed	Self-Directed	Self-Directed
11/16/11	Grade Level Problem Solving	All MS Problem Solving	Problem Solving in Buildings
11/23/11	Thanksgiving Recess	Thanksgiving Recess	Thanksgiving Recess
11/30/11	Grade Level/Dept.	Dept. Mtg.	Dept. Mtg.
12/07/11	Building Mtg.	Building Mtg.	Building Mtg.
12/14/11	Grade Level Problem Solving	Grade Level Problem Solving	K-8 Dept. Problem Solving
12/21/11	QIT Support	QIT Support	QIT Support
12/28/11	Winter Recess	Winter Recess	Winter Recess
01/04/12	Winter Recess	Winter Recess	Winter Recess
01/11/12	Building Mtg.	Building Mtg.	Building Mtg.
01/18/12	Grade Level/Dept.	Dept. Mtg.	Dept. Mtg.
01/25/12	Grade Level Problem Solving	All MS Problem Solving	K-5 Building Encore Team Problem Solving
02/01/12	Building Mtg.	Building Mtg.	Building Mtg.
02/08/12	Building Mtg.	Building Mtg.	Building Mtg.
02/10/12	Institute Day - Strategic Plan Committees		
02/15/12	Grade Level/Dept.	Dept. Mtg.	Dept. Mtg.
02/22/11	Grade Level Problem Solving	Grade Level Problem Solving	K-8 Dept. Problem Solving
02/29/12	Building Mtg.	Building Mtg.	Building Mtg.
03/07/12	Self-Directed	Self-Directed	Self-Directed
03/14/12	Grade Level/Dept.	Dept. Mtg.	Dept. Mtg.
03/21/12	QIT Support	QIT Support	QIT Support
03/28/12	Spring Recess	Spring Recess	Spring Recess
04/04/12	Building Mtg.	Building Mtg.	Building Mtg.
04/11/12	Grade Level Problem Solving	All MS Problem Solving	K-5 Building Encore Team Problem Solving
04/18/12	District Grade Level	Dept. Mtg.	Dept. Mtg.
04/25/12	Building Mtg.	Building Mtg.	Building Mtg.
05/02/12	Building Mtg.	Building Mtg.	Building Mtg.
05/09/12	Grade Level/Dept.	Dept. Mtg.	Dept. Mtg.
05/16/12	Building Mtg.	Building Mtg.	Building Mtg.
05/23/12	Grade Level Problem Solving	Grade Level Problem Solving	K-8 Dept. Problem Solving
05/30/12	Self-Directed	Self-Directed	Self-Directed
06/06/12	Building Mtg.	Building Mtg.	Building Mtg.
Building Meetings - 14 Days			
Grade Level Problem Solving - 9 Days			
QIT Staff Support Days - 2 Days			
Grade Level/Department Meetings - 9 Days			
Self-Directed - 4 Days (can be switched w/Building Mtg. dates)			
Strategic Plan Work Accomplished during Institute Days			

To: Board of Education
Philip Bender, Superintendent 

From: Rebecca Allard, Business Manager

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

Date: June 13, 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 25, 2011, regularly scheduled Board meeting. The attached AIA Document B101 – 2007 is for Board discussion on Monday, June 13.

The final document will be presented at the June 27, 2011, Board meeting for Board approval.



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.

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User Notes:

(1162171445)

§ 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.

Init.

.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 \$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 any 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 a 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 of 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.

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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 Owners 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.~~ 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

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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~~

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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

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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, 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, 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~~

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-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

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~~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 compensated. 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.

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§ 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 Twenty percent (%), 20.00%), 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:

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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
----------------------	------

§ 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 Fifteen percent (%) 15.00%) 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

Init.

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User Notes:

(1162171445)

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 address:

Superintendent
Park Ridge-Niles School District 64

Init.

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)

Rebecca J. Allard, Business Manager

(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, Senior Associate / Director of Administrative Services, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:04:47 on 06/06/2011 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	<p>Nine (9) buildings in the Park Ridge-Niles School District 64, including all non-educational facilities:</p> <ol style="list-style-type: none">1. Carpenter Elementary School 300 North Hamlin Avenue Park Ridge, Illinois 60068 Phone: (847) 318-4370 Fax: (847) 318-42012. Emerson Middle School 8101 North Cumberland Avenue Niles, Illinois 60714 Phone: (847) 318-8110 Fax: (847) 318-87013. Eugene Field Elementary School 707 North Wisner Avenue Park Ridge, IL 60068 Phone: (847) 318-4300 Fax: (847) 318-43514. Franklin Elementary School 2401 Manor Lane Park Ridge, Illinois 60068 Phone: (847) 318-4390 Fax: (847) 318-42035. Jefferson School 8200 N. Greendale Niles, IL 60714 Phone: (847) 318-5360 Fax: (847) 318-54426. Lincoln Middle School 200 South Lincoln Avenue Park Ridge, Illinois 60068 Phone: (847) 318-4215 Fax: (847) 318-4217. Roosevelt Elementary School 1001 South Fairview Avenue Park Ridge, Illinois 60068 Phone: (847) 318-4235 Fax: (847) 318-42058. Washington Elementary School 1500 Stewart Avenue Park Ridge, Illinois 60068 Phone: (847) 318-4360 Fax: (847) 318-42479. 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

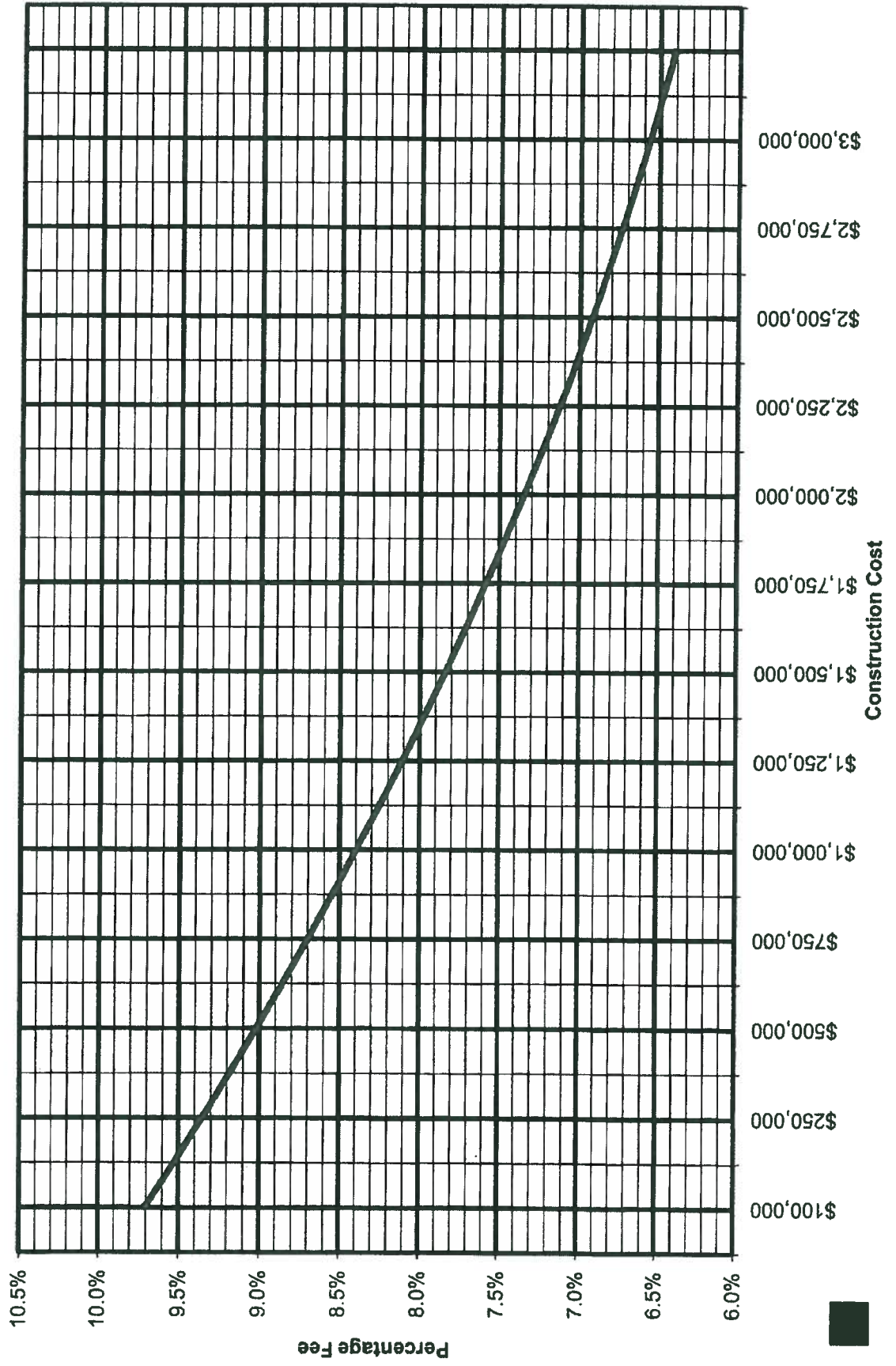
Special Services/Administrative/Clerical..... 77.00

(Includes 3-D Services and Multi Media)

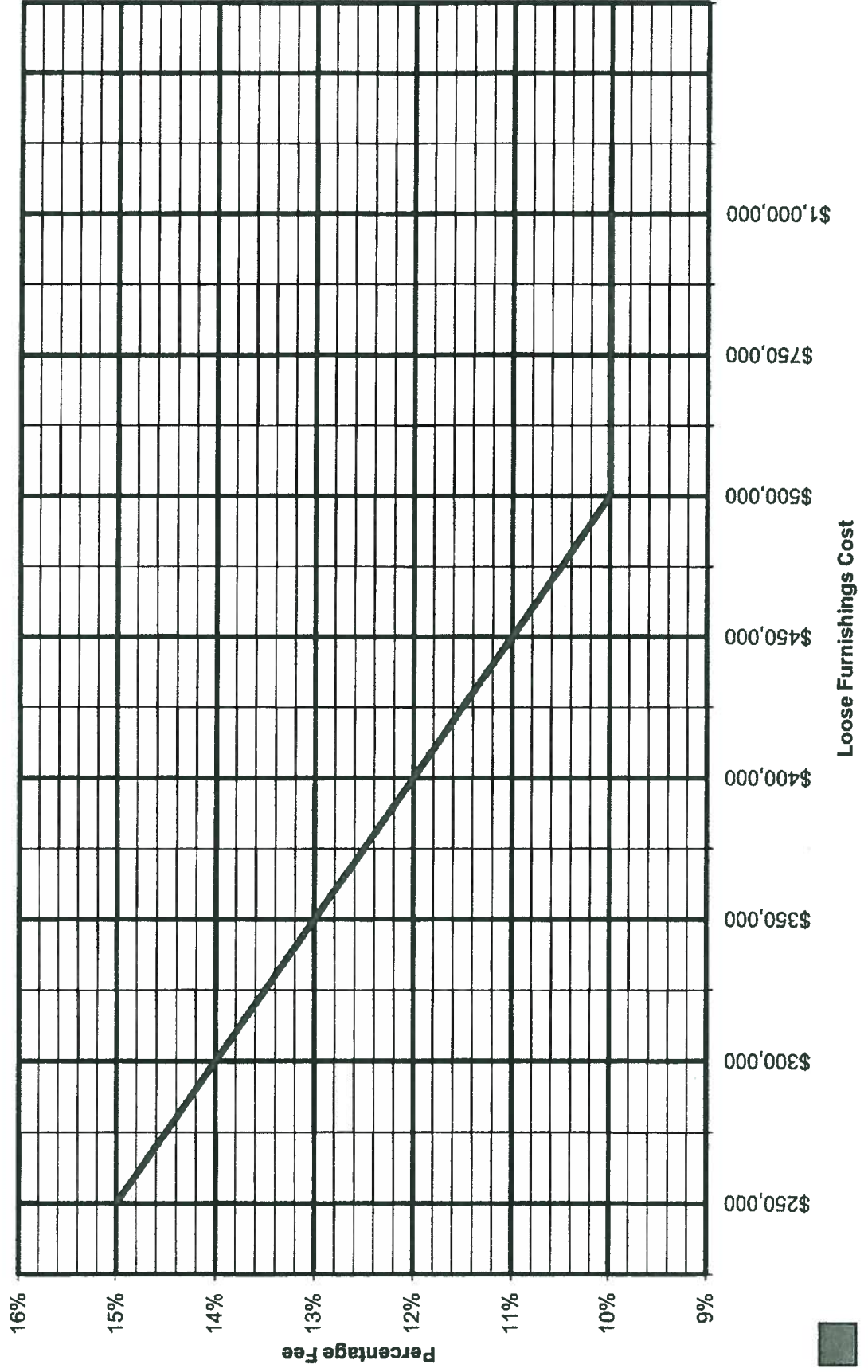
Clerical 52.00

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

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

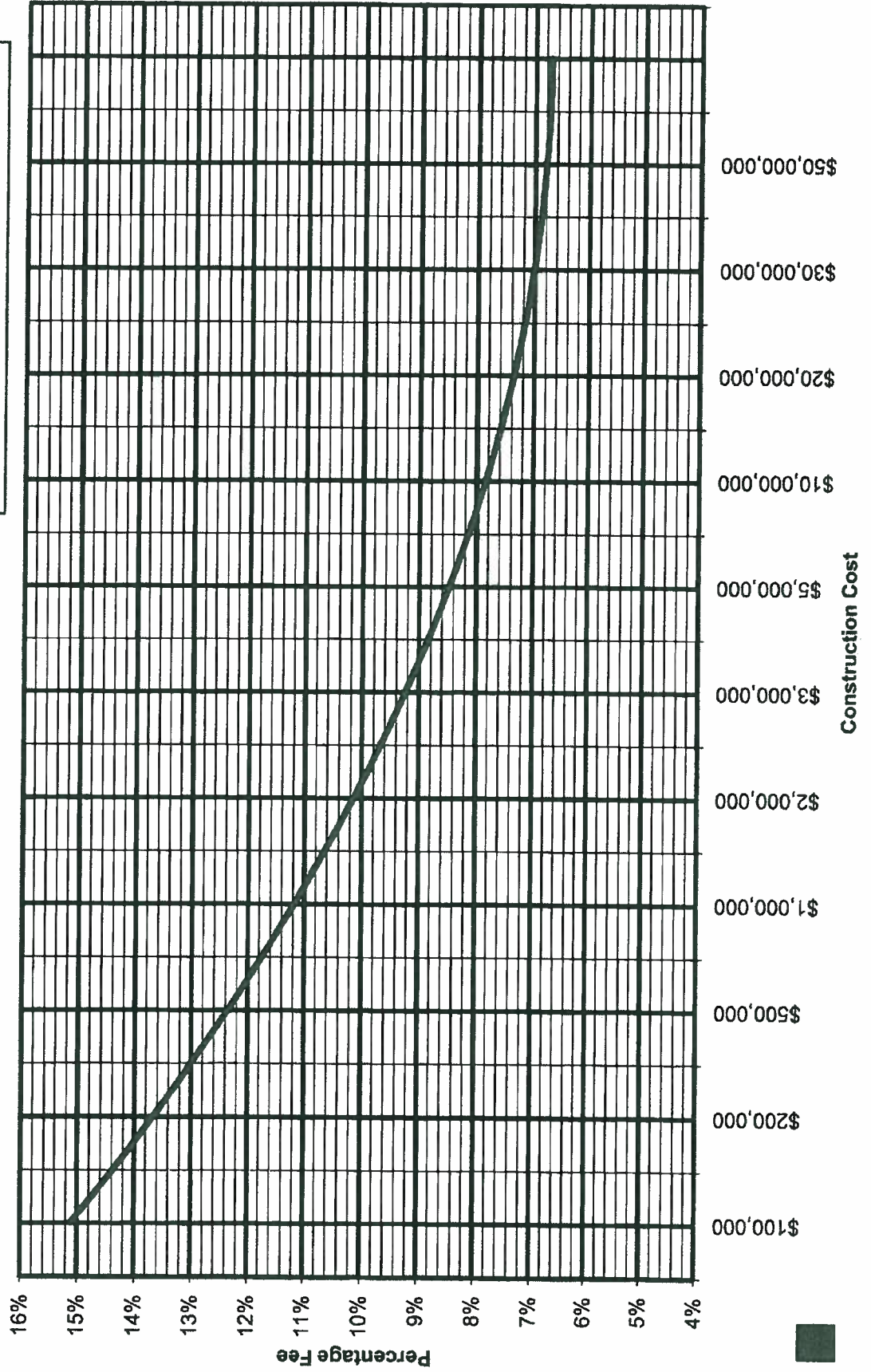


Fee Chart
Fanning/Howey Associates, Inc.
Loose Furnishings



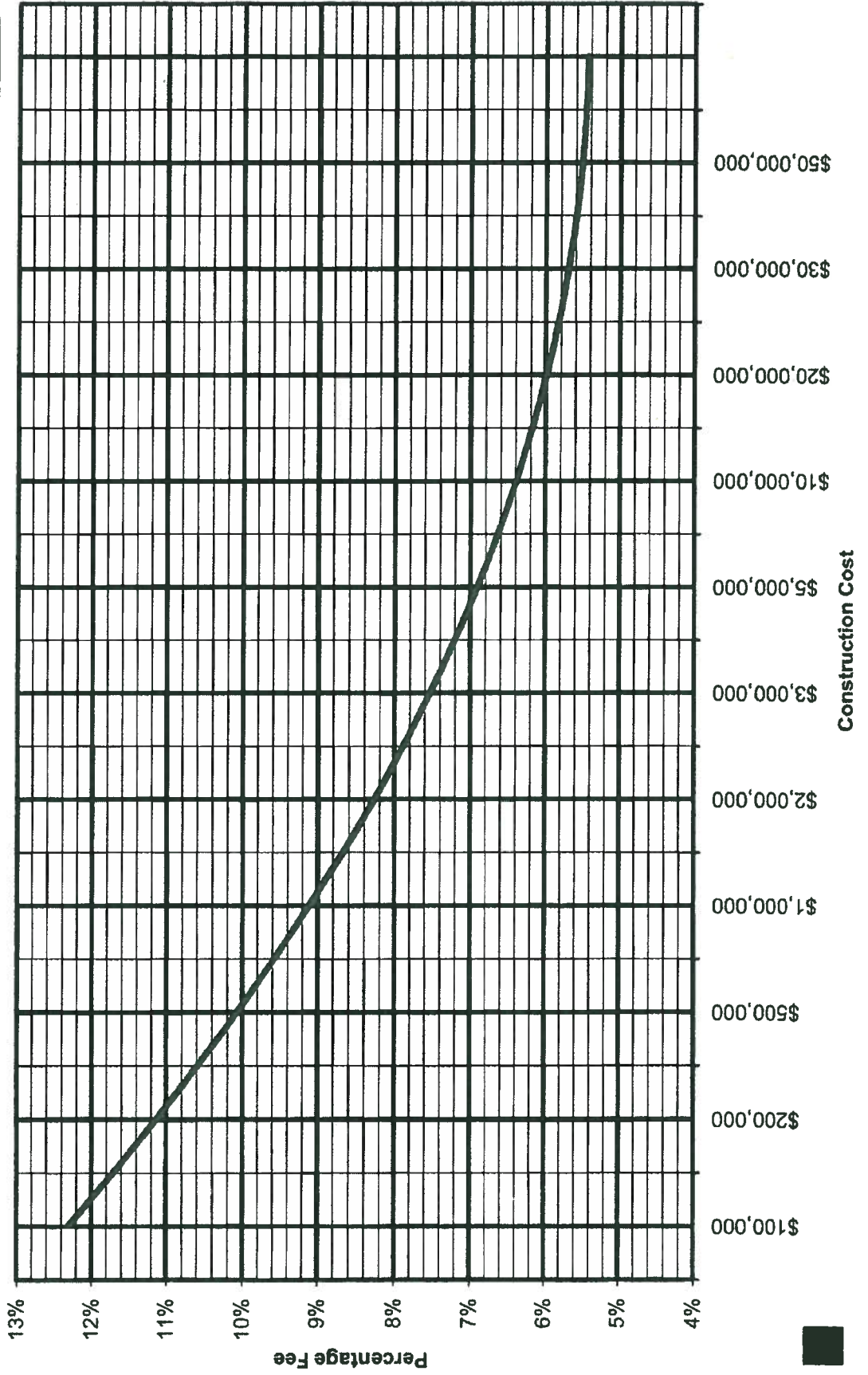
Fee Chart **Fanning/Howey Associates, Inc.** **Renovations**

- + 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 7, 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:

_____	_____
_____	_____
_____	_____

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

ADOPTION OF RESOLUTION #1070 TRANSFERRING INTEREST FROM THE
WORKING CASH FUND TO THE EDUCATIONAL FUND

The 2010-11 Working Cash Fund expenditure budget contains a transfer of interest income earned through May 31, 2011 to the Education Fund.

The Illinois School Code (105 ILCS 5/20-5) states that interest income may be transferred from the fund in which the interest was earned to another fund. Interest earned on funds deposited in the working cash fund that resulted from the working cash fund levy may be transferred to any fund without repaying the working cash fund.

The interest income must first be recorded in the working cash fund and then transferred to the fund most in need of the additional resources. It has been determined that the fund most in need is the education fund.

The above-described transaction is completed annually in the month of June. The attached resolution is the legal document required to make such a transfer.

ACTION ITEM 11-06-1

I move the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt Resolution #1070, authorizing the transfer of \$174,689.51 interest earned from July 2010 – May 2011 from the Working Cash Fund to the Educational Fund on or before June 30, 2011.

Moved By:_____ Seconded By:_____

AYES:

NAYS:

ABSENT:

6/13/11

**RESOLUTION #1070 TO TRANSFER INTEREST EARNED FROM THE
WORKING CASH FUND TO THE EDUCATIONAL FUND**

WHEREAS, § 20-5 of The School Code (105 ILCS 5/20-5) provides that moneys earned as interest from investment of the Working Cash Fund may be transferred from that fund to another fund of the School District without any requirement of repayment, for the purposes of providing funds with which to meet the ordinary and necessary disbursements of the District for salaries and other school purposes; and

WHEREAS, said § 20-5 authorizes the Board of Education to order that interest earned on monies in the Working Cash Fund be so transferred, by separate Resolution directing the School Treasurer to make such transfer, and the Board of Education desires to permanently transfer such interest earnings to the Educational Fund in order to meet the needs of the District for salaries and other school purposes;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Community Consolidated School District No. 64, County of Cook, State of Illinois, that:

Section 1. All of the recitals contained in the above preambles to this Resolution are incorporated herein by reference.

Section 2. The Treasurer of this District is hereby directed to transfer interest earned in the Working Cash Fund in the amount of \$174,689.51 on or before June 30, 2011, to the Educational Fund for salaries and other school purposes.

Section 3. This Resolution shall be in full force and effect forthwith upon its passage.

Adopted this 13th day of June, 2011 by the following vote:

PRESIDENT
BOARD OF EDUCATION
COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NO. 64
COUNTY OF COOK
STATE OF ILLINOIS

Secretary

#1070

ADOPTION OF RESOLUTION #1071 TRANSFERRING INTEREST FROM THE DEBT SERVICE FUND TO THE EDUCATIONAL FUND

The 2010-11 Debt Service Fund expenditure budget contains a transfer of interest income earned through May 31, 2011 to the Education Fund.

The Illinois School Code (**105 ILCS 5/10-22.44**) provides that money earned as interest income in the debt service fund may be transferred to another fund. The interest income must be recorded in the fund in which it was earned and then transferred to the fund most in need of additional resources. It has been determined that the fund most in need is the education fund.

The above-described transaction is completed annually in the month of June. The attached resolution is the legal document required to make such a transfer.

ACTION ITEM 11-06-2

I move the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt Resolution #1071, authorizing the transfer of \$8,592.56 representing the interest earned from July 2010 - May 2011 from the Debt Service Fund to the Educational Fund on or before June 30, 2011.

Moved By:_____ Seconded By:_____

AYES:

NAYS:

ABSENT:

6/13/11

**RESOLUTION #1071 TO TRANSFER INTEREST EARNED FROM THE
DEBT SERVICE FUND TO THE EDUCATIONAL FUND**

WHEREAS, the Board of Education ("Board") of Community Consolidated School District No. 64, Cook County, Illinois ("District"), has determined that it is necessary and in the best interests of the District that certain interest moneys earned be transferred to the Educational Fund; and

WHEREAS, § 10-22.44 of The School Code authorizes the Board to transfer interest earned on monies in the District's Debt Service Fund to the fund most in need of such income; and

WHEREAS, the Board has further determined that the Educational Fund is the fund most in need of the interest earned which is proposed to be transferred to that fund; and

WHEREAS, interest has been earned in the Debt Service Fund from July 2010 – May 2011 in the amount of \$8,592.56;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Community Consolidated School District No. 64, Cook County, Illinois, that:

Section 1. All of the recitals contained in the above preambles to this Resolution are incorporated herein by reference.

Section 2. The Treasurer of this District is hereby directed to transfer interest earned in the Debt Service Fund in the amount of \$8,592.56 on or before June 30, 2011, to the Educational Fund of the District as the fund most in need of said interest moneys earned.

Section 3. This Resolution shall be in full force and effect forthwith upon its passage.

Adopted this 13th day of June, 2011 by the following vote:

PRESIDENT
BOARD OF EDUCATION
COMMUNITY CONSOLIDATED
DISTRICT NO. 64
COOK COUNTY, ILLINOIS

Secretary

#1071

ADOPTION OF RESOLUTION #1072 REGARDING THE ILLINOIS PREVAILING WAGE ACT

Annually school districts are required by the Illinois School Code (820 ILCS 130/1 et seq) to adopt a resolution that ascertains the Prevailing Wage Rate of Wages for Laborers Workmen and Mechanics employed by or on behalf of a school district, its contractors, or subcontractors to perform construction work including any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented must be paid not less than the hourly wage generally prevailing for similar work in the area. A school district need not pay prevailing wages to its own employees.

The school district must ascertain the prevailing rate of wages on a per-hour basis or ask the Department of Labor to ascertain the rate for Cook County (see attached). The school district must specify in its resolution and call for bids that the prevailing hourly rate will be paid for each worker, and must stipulate in the contract that all workers must be paid no less than such prevailing rate. The school district must require contractors to include in their bonds provisions to guarantee the payment of prevailing wage rates.

The Project Labor Agreement approved by the Board in July 2010, and in affect through July 2015, does not negate the need to annually adopt the resolution that requires schools to payment of the Prevailing Wage.

The attached resolution is required for District 64 to be in compliance with the Prevailing Wage Act.

ACTION ITEM 11-06-3

I move that the Board of Education of Community Consolidated School District #64, Park Ridge-Niles, Illinois, adopt Resolution #1072 regarding the Illinois Prevailing Wage Act as provided by the Illinois Department of Labor.

Moved by: _____ Seconded by: _____

AYES:

NAYS:

ABSENT:

6/13/11

RESOLUTION #1072 OF THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT #64, COOK COUNTY, ILLINOIS, ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMEN AND MECHANICS EMPLOYED IN PUBLIC WORKS OF SAID SCHOOL DISTRICT

WHEREAS, the State of Illinois has enacted "An ACT regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq. and

WHEREAS, the aforesaid Act requires that Community Consolidated School District #64 of Cook County investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of Cook County employed in performing construction of public works, for said school district.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT #64:

SECTION 1: To the extent and as required by "An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this Board of Education is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County area as determined by the Department of Labor of the State of Illinois as of June, 2011, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Board of Education. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this Board of Education to the extent required by the aforesaid Act.

SECTION 3: The Board of Education shall publicly post or keep available for inspection by any interested party in the main office of the Board of Education this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Board of Education shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board of Education shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Board of Education shall cause to be published in a newspaper of general circulation within the area a copy of this Resolution, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED THIS 13th DAY OF JUNE, 2011.

APPROVED:

President, Board of Education

ATTEST:

Secretary, Board of Education

#1072

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

CERTIFICATE

I DO HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the Board of Education of Park Ridge-Niles School District No. 64, County of Cook, State of Illinois, and as such am the keeper of the records of said Board of Education.

I DO FURTHER CERTIFY that the attached hereto is a true correct and complete copy of a resolution entitled RESOLUTION OF THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS, ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMEN AND MECHANICS EMPLOYED IN PUBLIC WORKS OF SAID SCHOOL DISTRICT, and adopted by said Board of Education at a Board meeting held June 13, 2011.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 13th day of June, 2011.

Secretary, Board of Education

Cook County Prevailing Wage for May 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	8.460	13.85	0.000	1.770
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450

STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend: M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic

materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blasters; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed

and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and

portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MAINE TOWNSHIP SCHOOL TREASURER DEPOSITORIES

The Board of Education Operational Services 4:30, requires an annual review and approval of the attached list of Banks, Investment Pools/Funds and Brokerage Firms used by the Maine Township School Treasurer.

ACTION ITEM 11-06-4

I move the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt the Maine Township School Treasurer Depositories as attached.

Moved By:_____ Seconded By:_____

AYES:

NAYS:

ABSENT:

6/13/11

Maine Township School Treasurer Depositories

Banks:

American Chartered Bank
Associated Bank
Bank of America
Citibank
Fifth Third Bank
FirstMerit Bank
First Midwest Bank
Glenview State Bank
Harris Bank
JP Morgan Chase Bank
MB Financial Bank NA
Northern Trust Bank
PNC Bank
Private Bank
US Bank

Investment Pools/Funds:

Illinois School District Liquid Asset Fund (ISDLAF)
Illinois School District Liquid Asset Fund Max (ISDMAX)
Illinois Funds – Office of the Illinois State Treasurer

Brokerage Firms:

RBC Dain Rauscher Incorporated
Bank of America
JP Morgan Chase
Fifth Third Securities, Inc.
First Tennessee
Morgan Keegan
Mizuho USA
Vining Sparks
Wells Fargo

Updated May 31, 2011

Operational Services

Revenue and Investments

Revenue

The Superintendent or designee is responsible for making all claims for property tax revenue, State Aid, special State funds for specific programs, federal funds, and categorical grants.

Investments

The Maine Township School Treasurer shall act as the Chief Investment Officer. The Chief Investment Officer shall invest money that is not required for current operations, in accordance with this policy and State law.

The Chief Investment Officer and Superintendent shall use the standard of prudence when making investment decisions. They shall use the judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of their capital as well as its probable income.

Investment Objectives

The objectives for the School District's investment activities are:

1. Safety of Principal - Every investment is made with safety as the primary and over-riding concern. Each investment transaction shall ensure that capital loss, whether from credit or market risk, is avoided.
2. Liquidity - The investment portfolio shall provide sufficient liquidity to pay District obligations as they become due. In this regard, the maturity and marketability of investments shall be considered.
3. Rate of Return - The highest return on investments is sought, consistent with the preservation of principal and prudent investment principles.
4. Diversification - The investment portfolio is diversified as to materials and investments, as appropriate to the nature, purpose, and amount of the funds.

Authorized Investments

The Chief Investment Officer may invest District funds in one or more of the following:

1. Bonds, notes, certificates of indebtedness, treasury bills, or other securities now or hereafter issued, that are guaranteed by the full faith and credit of the United States of America as to principal and interest.
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities.

The term "agencies of the United States of America" includes: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 and Acts amendatory thereto, (ii) the federal home loan banks and the federal home loan mortgage corporation, and (iii) any other agency created by Act of Congress.

3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.

4. Short term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and that mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the District's funds may be invested in short term obligations of corporations.

5. Money market mutual funds registered under the Investment Company Act of 1940,

provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) and to agreements to repurchase such obligations.

6. Short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations, the shares, or investment certificates that are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Chief Investment Officer, the public funds so invested will be required for expenditure by the District or its governing authority.

7. Dividend-bearing share accounts, share certificate accounts, or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principle office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.

8. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. The District may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.

9. The Illinois School District Liquid Asset Fund Plus.

10. Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued there under. The government securities, unless registered or inscribed in the name of the District, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

Except for repurchase agreements of government securities that are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, the District may not purchase or invest in instruments that constitute repurchase agreements, and no financial institution may enter into such an agreement with or on behalf of the District unless the instrument and the transaction meet all of the following requirements:

a. The securities, unless registered or inscribed in the name of the District, are purchased through banks or trust companies authorized to do business in the State of Illinois.

b. The Chief Investment Officer, after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to "purchase" specified securities from a designated institution. The "custodial bank" is the bank or trust company, or agency of government, that acts for the District in connection with repurchase agreements involving the investment of funds by the District. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements.

c. A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System. These securities must be credited to the District on the records of the custodial bank and the transaction must be confirmed in writing to the District by the custodial bank.

d. Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.

e. The security interest must be perfected.

f. The District enters into a written master repurchase agreement that outlines the basic responsibilities and liabilities of both buyer and seller.

g. Agreements shall be for periods of 330 days or less.

h. The Chief Investment Officer informs the custodial bank in writing of the maturity details of the repurchase agreement.

i. The custodial bank must take delivery of and maintain the securities in its custody for the

account of the District and confirm the transaction in writing to the District. The custodial undertaking shall provide that the custodian takes possession of the securities exclusively for the District; that the securities are free of any claims against the trading partner; and that any claims by the custodian are subordinate to the District's claims to rights to those securities.

j. The obligations purchased by the District may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Chief Investment Officer.

k. The custodial bank shall be liable to the District for any monetary loss suffered by the District due to the failure of the custodial bank to take and maintain possession of such securities.

11. Any investment as authorized by the Public Funds Investment Act, and Acts amendatory thereto. Paragraph 11 supersedes paragraphs 1-10 and controls in the event of conflict. Except as provided herein, investments may be made only in banks, savings banks, savings and loan associations, or credit unions that are insured by the Federal Deposit Insurance Corporation or other approved share insurer.

Selection of Depositories, Investment Managers, Dealers, and Brokers

The Chief Investment Officer shall establish a list of authorized depositories, investment managers, dealers and brokers based upon the creditworthiness, reputation, minimum capital requirements, qualifications under State law, as well as a long history of dealing with public fund entities. The Board will review and approve the list at least annually.

In order to be an authorized depository, each institution must submit copies of the last 2 sworn statements of resources and liabilities or reports of examination that the institution is required to furnish to the appropriate State or federal agency. Each institution designated as a depository shall, while acting as such depository, furnish the District with a copy of all statements of resources and liabilities or all reports of examination that it is required to furnish to the appropriate State or federal agency.

The above eligibility requirements of a bank to receive or hold public deposits do not apply to investments in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit if: (1) the District initiates the investment at or through a bank located in Illinois, and (2) the invested public funds are at all times fully insured by an agency or instrumentality of the federal government.

The District may consider a financial institution's record and current level of financial commitment to its local community when deciding whether to deposit funds in that financial institution. The District may consider factors including:

1. For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;
2. Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;
3. The financial impact that the withdrawal or denial of District deposits might have on the financial institution;
4. The financial impact to the District as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and
5. Any additional burden on the District's resources that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

Collateral Requirements

All amounts deposited or invested with financial institutions in excess of any insurance limit shall be collateralized in accordance with the Public Funds Investment Act, 30 ILCS 235/. The Superintendent or designee shall keep the Board informed of collateral agreements.

Safekeeping and Custody Arrangements

The preferred method for safekeeping is to have securities registered in the District's name and held by a third-party custodian. Safekeeping practices should qualify for the Governmental Accounting Standards Board Statement No. 3 Deposits with Financial Institutions, Investments (including Repurchase Agreements), and Reverse Repurchase Agreements, Category I, the highest recognized safekeeping procedures.

Controls and Report

The Chief Investment Officer shall establish a system of internal controls and written operational procedures to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent employee action.

The Chief Investment Officer shall provide an annual investment report to the Board. The report will: (1) assess whether the investment portfolio is meeting the District's investment objectives, (2) identify each security by class or type, book value, income earned, and market value, (3) identify those institutions providing investment services to the District, and (4) include any other relevant information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

The Board will determine, after receiving the Superintendent's recommendation, which fund is in most need of interest income and the Superintendent shall execute a transfer. This provision does not apply when the use of interest earned on a particular fund is restricted.

Ethics and Conflicts of Interest

The Board and District officials will avoid any investment transaction or practice that in appearance or fact might impair public confidence. Board members are bound by the Board policy 2:100, Board Member Conflict of Interest. No District employee having influence on the District's investment decisions shall:

1. Have any interest, directly or indirectly, in any investments in which the District is authorized to invest,
2. Have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or
3. Receive, in any manner, compensation of any kind from any investments in that the agency is authorized to invest.

LEGAL REF.:	30 ILCS 235/. 105 ILCS 5/8-7, 5/10-22.44, 5/17-1, and 5/17-11.
CROSS REF.:	2:100 (Board Member Conflict of Interest), 4:10 (Fiscal and Business Management), 4:80 (Accounting)
ADOPTED:	October 27, 1997
REVISED:	September 14, 1999
REVISED:	January 22, 2001
REVISED:	January 24, 2005
	December 14, 2009
	May 24, 2010

ADOPTION OF RESOLUTION #1073 PARTICIPATION IN THE COLLECTIVE
LIABILITY INSURANCE COOPERATIVE (CLIC)

Per the attached memo regarding the adoption of participation in the Collective Liability Insurance Cooperative (CLIC).

ACTION ITEM 11-06-5

I move the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt the participation in the Collective Liability Insurance Cooperative (CLIC) through June 30, 2015. Adopt the CLIC Property/Casualty Student Accident 2011-12 and adopt the CLIC Worker's Compensation 2011-12.

Moved By:_____ Seconded By:_____

AYES:

NAYS:

ABSENT:

6/13/11

**RESOLUTION #1073 FOR MEMBERSHIP IN THE COLLECTIVE LIABILITY
COOPERATIVE**

WHEREAS, this Board of Education has the authority to participate with other units of government for the purpose of jointly providing property and casualty protections through self-insurance and insurance; and

WHEREAS, pursuant to this authority this Board has receipted and reviewed an agreement for this School District's participation in a self-funded insurance and excess insurance property and casualty pool known as the Collective Liability Cooperative (CLIC); and

WHEREAS, the operations of the self-funded property and casualty cooperative has, over the years, been beneficial to the interest of School Districts; and

WHEREAS, certain formats and procedures have evolved for the prompt and efficient operation and administration of the CLIC Cooperative.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED that:

1. This Board of Education approves membership in and adopts the Intergovernmental Cooperative Agreement for the Collective Liability Insurance Cooperative as presented and intends to be bound thereto.
2. This Board of Education authorizes and directs its President and Secretary to execute the signature page of the Amended Intergovernmental Cooperative Agreement on behalf of this School District in the form as attached hereto.

Adopted this 13th day of June, 2011

President
Board of Education
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 64
Cook County, Illinois

Secretary

#1073

To: Board of Education
Philip Bender, Superintendent

From: Rebecca Allard, Business Manager

Subject: Approval – Participation in Collective Liability Insurance Cooperative (CLIC)
Approval – 2011-12 Property/Casualty and Student Accident Insurance Premiums
Approval – 2011-12 Workers' Compensation Insurance Premiums

Date: June 13, 2011

At the November 15, 2010, regularly scheduled Board of Education meeting, the administration sought and the Board approved the notification of the District's intent to withdraw from the Suburban School Cooperative Insurance Pool (SSCIP), Property/Casualty Insurance and School Employee's Loss Fund, (SELF), Workers' Compensation Insurance. The purpose of the request was to determine if the District could reduce the total cost for the type of insurance that protects District 64 from those who may bring claim against it.

Background

Public schools in Illinois are protected under the Tort Immunity Act. The Tort Immunity Act provides that "neither a local public entity nor a public employee who undertakes to supervise an activity on or the use of any public property is liable for an injury unless the local public entity or public employee is guilty of willful and wanton conduct in its supervision proximately causing such injury."

District 64 has been a member of SSCIP and SELF for over twenty-years and prior Boards' of Education have supported the procurement of its risk management insurances through school related self-insurance cooperatives to control costs.

Arthur J. Gallagher (AJG), Risk Management Services, Inc, manages both SSCIP and SELF. AJG manages, on behalf of schools many self-insurance pools in the State of Illinois. The differences in the self-insurance cooperatives are philosophical in nature as well as the lines of coverage they provide.

The benefits of participating in a secured self-insurance cooperative are:

- Allows for schools to broaden its insurance coverage;
- Allows for schools to control costs in a hard market;
- Allows for the transfer of a portion of the catastrophic risk;
- Loss fund is owned by the participating school districts;
- Input into the claim resolution.

Because of the multiple benefits to a participating school district, AJG provided an alternative insurance cooperative to District 64.

The Collective Liability Insurance Cooperative (CLIC) has been operating for over twenty-five years. CLIC has over 120 school districts participating in the program and offers both property/casualty and workers' compensation insurance.

Information to Support Recommendation

The following chart identifies the cost differential between the 2010-11 SSCIP and SELF-costs and the proposed 2011-12 CLIC costs.

Line of Coverage	2010-11 Costs	2011-12 Recommended CLIC Costs	Increase (Decrease)
Property Casualty (CLIC Exhibit I)	SSCIP - \$138,869	\$166,361	\$27,492
			1. Three additional lines of coverage; 2. Increase in loss fund is attributable to the Washington flood claim.
Workers' Comp (CLIC Exhibit II)	SELF - \$460,182	\$358,399	(\$101,783)
<i>Modification Factor:</i>	1.18	1.22	
<i>Numbers above 1.0 means claims exceed the norm. Number below 1.0 means claims are less than the norm.</i>			
		SELF - \$514,280 (proposal received for 2011-12)	
		Net Change	(\$74,291)

Information about CLIC's Property Casualty/Student Insurance Program

Exhibit III is attached for a comprehensive program-to-program comparison of SSCIP and CLIC. Although protected under the Tort Immunity Act, a school district has a responsibility to protect its physical assets as well as its Board members and staff against those who may bring suit against them (justified or not).

In addition to increased limits in various lines of coverage, there are additional insurance coverage's included in the CLIC program:

- Pollution Program – Coverage for clean up or remediation of a pollution condition is costly to schools. This line of coverage protects a district under the following conditions: the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land or any structure on land the atmosphere or any watercourse or body of water including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.
- Student Accident – Although a district is covered under the Tort Immunity Act, students get injured during the course of the school day. This line of coverage provides insurance coverage, without question of fault, for those students who may require medical care, including PE or athletic related activities. This line of coverage has proven to reduce the cooperative claim costs for student related injuries during the school day.

The increase in the loss fund is directly related to the 2010 claim for the Washington flood.

Information about CLIC Workers' Compensation Program

Workers' Compensation insurance is required for all employers' in the State of Illinois. Gross payrolls by employee types determine premiums. For instance premiums are greater for food service workers or custodial maintenance staff than for professional staff. Buying this type of insurance in the market place is determined on the cooperatives modification factor and the total volume of payrolls. An individual district premium is determined by its own modification factor.

To access the CLIC workers' compensation program, a school district must also purchase the property / casualty student accident insurance.

CLIC added workers' compensation coverage for its member districts about ten years ago for two reasons: reduced costs and concentration on loss control. The majority of participating districts in this program are former members of SELF.

To reduce the cost for workers' compensation insurance District 64 must reduce the modification factor to below one.

Recommendations

1. Approve Park Ridge – Niles Community Consolidated School District 64 participation in the Collective Liability Insurance Cooperative (CLIC) through June 30, 2015.
2. Approve the CLIC Property / Casualty Student Accident 2011-12 premium costs of \$166,361.
3. Approve the CLIC Workers' Compensation 2011-12 premium costs of \$358,399.

Premiums/Fees Comparison Expiring Program to CLIC Program

EXHIBIT I

Coverages	Expiring Costs	CLIC Annual Costs
Package Policy (includes Property, General Liability, Auto Liability and Physical Damage and Crime)	\$56,294	\$11,464
Excess Property	\$10,852 (\$350,000	\$17,905 (\$1,000,000,000)
Excess Property (\$100,000,000 xs 1,000,000,000)	N/A	\$432
Boiler & Machinery	\$1,852	\$3,428
Excess Liability (\$1,000,000 xs \$1,000,000) with School Violent Acts	N/A	\$3,751
Excess Liability (\$10,000,000 xs \$1,000,000)	\$6,548	\$4,384
Excess Liability (\$24,000,000 xs \$10,000,000)	\$1,541 (\$20M xs \$11M	\$1,701 (\$24M xs \$11M
School Board Legal Liability	\$7,785	\$6,000
Pollution Liability	Not Covered	\$2,450
Student Accident – Mandatory	Not Covered	\$17,833
Student Accident – Catastrophic	Not Covered	\$4,196
Identity Theft	\$3,208	\$4,000
Arthur J. Gallagher Risk Management Service Fee		\$9,903
Gallagher Bassett Services Claims Admin Fee		\$3,230
Gallagher Bassett Services Loss Control Fee		\$995
gbriskcontrol.com – Web based training platform	N/A	\$200
TOTAL FIXED COSTS	\$88,080	\$91,871

Variable Costs	Expiring Costs	CLIC Annual Costs
Loss Fund – Package	\$50,789	\$70,000
Loss Fund – School Board Legal	N/A	\$4,490
Total Program Contribution on a Maximum Cost Basis	\$138,869	\$166,361

Under the CLIC Program, your School District has a commitment to CLIC until June 30, 2015, and is subject to the terms and conditions of the CLIC Bylaws.

Premiums/Fees Comparison:

Coverages	Expiring Carrier	Expiring Costs	CLIC Carrier	CLIC Costs 2011-2012
Excess Workers' Compensation Premium	SELF	unknown	Safety National	\$20,625
Arthur J. Gallagher Risk Mgmt Services Fee				\$18,671
Xchanging Claims Admin Fee				\$12,113
Xchanging Loss Control Fee				\$4,280
Total Fixed Costs:				\$55,689
Variable Costs:				
Loss Fund – Funded Amount				\$302,710
Total Workers' Compensation Program Contribution:				\$358,399

Loss Fund	Annual 2011-2012
Loss Fund – 100%	\$427,975
Loss Fund – Funded Amount	\$302,710
Auditable Loss Fund Amount	\$125,264

Note: Under the CLIC Workers' Compensation Program, your School District has a commitment to CLIC until June 30, 2015, subject to the terms and conditions of the CLIC bylaws.

This coverage cannot be bound prior to the acceptance of the Property/Casualty Program. In accordance with the Cooperative's By-Laws, you must be a member of the CLIC Property/Casualty Program in order to participate in the CLIC Workers' Compensation Program.

Coverage Comparison

Business Property

Coverage	Expiring Program Limits	Proposed CLIC Limits
Business Real and Personal Property	\$152,683,723	\$153,033,723
Valuation (Basis of Replacement) Real and Personal Property Mobile Equipment and Vehicles	Replacement Cost Actual Cash Value	Replacement Cost Actual Cash Value
Coinsurance	Agreed Amount	Agreed Amount
Flood	\$1,000,000	\$25,000,000 Sublimit
Flood Deductible – Subject to	\$250,000 SIR	\$2,500
Earthquake	\$1,000,000	\$25,000,000 Sublimit
Earthquake Deductible – Subject to	\$250,000 SIR	\$2,500
Extra Expense	\$2,000,000	\$1,000,000
Business Income including Extra Expense	Actual Loss Sustained	Actual Loss Sustained
Water Damage (other than Flood) including sewer backup		Included to full TIV's (\$2,500 deductible)
EDP Equipment including Mechanical Breakdown	\$4,782,653	\$4,382,653
EDP Media	Included	\$400,000
EDP Extra Expense	\$82,400	\$82,400
Valuable Papers	\$100,000	\$100,000
Accounts Receivable	\$100,000	\$100,000
Audio Visual	\$100,000	\$100,000
Miscellaneous Property	\$100,000	\$100,000
Musical Instruments	\$1,038,423	\$1,038,423
Fine Arts	\$0	\$500,000
Signs	Included	Included
Personal Property of Others	\$25,000/\$50,000 aggregate	Included
Property at Unnamed Locations	Included	\$1,000,000
Property in Transit	Included	\$1,000,000
Joint Loss Agreement	Included	Included
Debris Removal	Included	Included
Damage by Civil Authority	Included	Included
Ordinance Deficiency	\$1,000,000	\$6,000,000
Newly Acquired Property	Included	\$6,000,000
Builders' Risk – Must be Reported	\$1,000,000	\$1,000,000
Terrorism Coverage	Included	Included
Deductible	\$1,000	\$2,500

General Liability

Coverage	Expiring Program Limits	Proposed CLIC Limits
Occurrence	\$1,000,000	\$1,000,000
General Aggregate Per District	\$3,000,000	\$3,000,000
Medical Payments – Per Person	Excluded Per Client Request	Excluded Per Client Request
Fire Legal Liability – Real Property	\$200,000	\$500,000
Employee Benefit Liability –	\$1,000,000	\$1,000,000
Claims-Made – Each Claim		
General Aggregate Per District	\$3,000,000	\$3,000,000
Deductible – Each Claim	\$1,000	\$0
Trustees, Board Members, Employees, Substitute Teachers, Student Teachers, Volunteer Workers, PTA, PTO, and Professional Development Committee Members are included as Insureds	Broad Coverage	Broad Coverage
Blanket Contractual	Included	Included
Broad Form Property Damage	Included	Included
Personal Injury	Included	Included
Advertising Injury	Included	Included
Incidental Malpractice	Included	Included
Athletic Participation	Included	Included
Professional Liability for Nurses while on Duty	Included	Included
Sexual Abuse or Molestation	\$1,000,000 (Excess Liability Limits Follow Form to \$30,000,000)	\$1,000,000 (Excess Liability Limits Follow Form to \$40,000,000)
Terrorism Coverage	Included	Included

Automobile

Coverage	Expiring Program Limits	Proposed CLIC Limits
Liability – Per Occurrence	\$1,000,000	\$1,000,000
Hired and Non-owned Liability	\$1,000,000	\$1,000,000
Medical Payments	\$5,000	\$5,000
Uninsured Motorists	\$40,000	\$1,000,000
Underinsured Motorists	\$40,000	\$1,000,000
Physical Damage	Actual Cash Value	Actual Cash Value
Comprehensive		\$2,500
Collision		\$2,500
Hired Auto Physical Damage	Included	Included
Garagekeepers'	\$100,000	\$1,000,000
Terrorism Coverage	Included	Included

See additional Exclusions on policy.

Crime

Coverage	Expiring Program Limits	Proposed CLIC Limits
Broad Form Money and Securities Within Premises – Each Loss	\$500,000	\$500,000
Broad Form Money and Securities Outside Premises – Each Loss	\$500,000	\$500,000
Commercial Blanket Bond (Employee Dishonesty)	\$500,000	\$500,000
Depositors' Forgery – Each Loss	\$500,000	\$500,000
Deductible	\$1,000	\$2,500

School Board Legal Liability

Coverage	Expiring Program Limits	Proposed CLIC Limits
Each Claim	\$1,000,000 (also see Excess Liability) Total of \$30,000,000 limit	\$1,000,000 (also see Excess Liability) Total of \$35,000,000 limit
Annual Aggregate	\$1,000,000	\$1,000,000
Deductible – Each Loss Per District	\$10,000 Per Claim, except \$15,000 EPLI Deductible	\$15,000 Per Claim, except \$25,000 EPLI Deductible
Trustees, Board Members, Employees, Substitute Teachers, Student Teachers, Volunteer Workers, PTA, PTO, and Professional Development Committee Members are included as Insureds	Broad Coverage	Broad Coverage
Employment Practices Violations	Included	Included
Discrimination	Included	Included
Sexual Abuse and Molestation	Included	Included
Harassment	Included	Included
Wrongful Termination	Included	Included
IEP Hearings	\$250,000 Aggregate	\$250,000 Aggregate
Non-Monetary Coverage	\$1,000,000 Per Claim	\$1,000,000 Per Claim
Back Wages Coverage	Included	Included
Terrorism Coverage	Does not apply	Does not apply

Boiler and Machinery

Coverage	Expiring Program Limits	Proposed CLIC Limits
Combined Limit Per Occurrence	\$150,000,000	\$100,000,000
Business Interruption	Included in limit	Included in limit
Extra Expense	Combined with BI	Combined with BI
Demolition/Increased Cost of Construction	\$1,000,000	\$1,000,000
Hazardous Substance	\$2,000,000	\$2,000,000
Expediting Expense	Policy Limit	Policy Limit
Ammonia Contamination	Policy Limit	Policy Limit
Water Damage	Policy Limit	Policy Limit
Spoilage	Policy Limit	Policy Limit
Terrorism Coverage	Included	Included
Deductible	\$1,000	\$5,000

Umbrella Liability/Excess Liability

Coverage	Expiring Program Limits	Proposed CLIC Limits
Limit of Liability – Per Occurrence	\$30,000,000	\$35,000,000
Annual Aggregate	\$30,000,000	\$35,000,000
Retention	\$0	\$0
Sexual Abuse or Molestation	\$30,000,000	\$40,000,000
Excess School Board Legal	Included	Included

School Violent Acts

Coverage	Expiring Program Limits	Proposed CLIC Limits
Each Occurrence	\$250,000	\$250,000
General Aggregate	\$250,000	\$1,000,000
Property Improvement	Not Covered	\$25,000
Retention	\$25,000	\$25,000

Identity Theft

Coverage	Expiring Program Limits	Proposed CLIC Limits
Security & Privacy Liability	\$1,000,000 per claim	\$1,000,000 per claim
Regulatory Defenses	\$100,000 sublimit per claim	\$100,000 sublimit per claim
Event Management	\$100,000 sublimit per claim	\$100,000 sublimit per claim
Retention	\$25,000 per claim	\$25,000 per claim

Proposal of Insurance for:

Park Ridge-Niles School District #64

Other Services Available

Coverage	Expiring Program Limits	Proposed CLIC Limits
Pollution Program	Not Covered	\$1,000,000
Student Accident Program	Not Covered	All Students Covered Including All Sports
Appraisal Services	Available	Available
Workers' Compensation	SELF	See Separate Proposal
Indoor Air Quality Program	Available	Available
Fiduciary Liability (including 403b)	Available	Available

ADOPTION OF RESOLUTION #1074 AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE
NOISE COMPATIBILITY COMMISSION

Attached is Resolution #1074 authorizing execution of the revised
Intergovernmental Agreement relating to the O'Hare Noise Compatibility
Commission.

ACTION ITEM 11-06-6

I move the Board of Education of Community Consolidated School District 64,
Park Ridge-Niles, Illinois, adopt Resolution #1074, authorizing the revised
Intergovernmental Agreement relating to the O'Hare Noise Compatibility
Commission.

Moved By:_____ Seconded By:_____

AYES:

NAYS:

ABSENT:

6/13/11

**A RESOLUTION #1074 AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE
COMPATIBILITY COMMISSION**

WHEREAS, the City of Chicago is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the "Illinois Constitution"), and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, the City of Chicago owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, pursuant to authority granted by an ordinance adopted by this City Council on October 30, 1996, and Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220), the City entered into an Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission (the "Intergovernmental Agreement") by and among the City and various municipalities and public school districts (as defined in the Intergovernmental Agreement, "Participants"); and

WHEREAS, the O'Hare Noise Compatibility Commission ("ONCC") was established pursuant to the Intergovernmental Agreement and provides a common forum for interested parties to have a voice in noise issues related to the Airport; and

WHEREAS, by its terms, the Intergovernmental Agreement became effective in November of 1996 and the term was extended from December 31, 2005 to December 31, 2010, and again the term was extended to December 31, 2015; and

WHEREAS, ONCC has indicated a desire to approve the amended Intergovernmental Agreement; and

WHEREAS, Community Consolidated School District 64 is currently a member of the O'Hare Noise Compatibility Commission; and

WHEREAS, on January 13, 2011 the Chicago City Council considered a revised Intergovernmental Agreement adding terms to allow for representatives of five wards to serve on the ONCC; and

WHEREAS, the City of Chicago approved the revised Intergovernmental Agreement which is attached to this Resolution as "EXHIBIT A

NOW, THEREFORE, BE IT RESOLVED by the Board of Community Consolidated School District 64;

SECTION 1. That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2. That the Board President/Village President/Mayor is hereby authorized to execute, and the Secretary/Village Clerk/City Clerk attest the approval of the attached Intergovernmental Agreement relating to the O'Hare Noise Compatibility Commission.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

AYES: _____

NAYS: _____

ABSENT: _____

VOTE: _____

Adopted this 13th day of June 2011

President
Board of Education
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 64
Cook County, Illinois

ATTEST:

Secretary

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, MIGUEL DEL VALLE, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office authorizing amended Intergovernmental Agreement relating to O'Hare Noise Compatibility Commission.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the thirteenth (13th) day of January, 2011.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:

Yeas 48 Nays 0

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor failed to return the said ordinance to the said City Council with his written objections thereto at the next regular meeting of the said City Council occurring not less than five (5) days after the passage of the said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this twenty-seventh (27th) day of April, 2011.

[D.P.]

Miguel del Valle

MIGUEL DEL VALLE, City Clerk

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the "Illinois Constitution") and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, Pursuant to authority granted by (a) an ordinance adopted by this City Council on July 10, 1996 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date at pages 24919 -- 24932, as amended by an ordinance adopted on October 30, 1996 and published in the *Journal* of such date at pages 31190 -- 31198, as further amended by an ordinance adopted on June 8, 2005 and published in the *Journal* of such date at pages 49854 -- 49856 and as further amended by an ordinance adopted on September 8, 2010 and published in the *Journal* of such date at pages 99104 -- 99116; (b) Section 10 of Article VII of the Illinois Constitution and (c) the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the City entered into an intergovernmental agreement relating to the O'Hare Noise Compatibility Commission (the "Intergovernmental Agreement") by and among the City and various municipalities and public school districts; and

WHEREAS, The O'Hare Noise Compatibility Commission (the "Commission") was established pursuant to the Intergovernmental Agreement and provides a common forum for interested parties to have a voice in the noise issues related to the Airport; and

WHEREAS, The City desires to amend the Intergovernmental Agreement to add five additional participants appointed by the Mayor of the City of Chicago to represent Wards 36, 38, 39, 41 and 45 of the City of Chicago ("Chicago Ward Participants"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of this City Council and are hereby incorporated in this ordinance by this reference.

SECTION 2. The Commissioner of the Chicago Department of Aviation of the City (the "Commissioner") is hereby authorized to execute an amended Intergovernmental Agreement substantially in the form attached hereto as Exhibit A (the "Amended Intergovernmental Agreement"), and to execute any and all instruments and take such additional actions which the Commissioner determines to be necessary or desirable to implement the terms of the Amended Intergovernmental Agreement. The Amended Intergovernmental Agreement is hereby approved and confirmed.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

*Intergovernmental Agreement Relating To The
O'Hare Noise Compatibility Commission.*

This agreement is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Participants, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Participant agree as follows:

Section 1.

Establishment Of O'Hare Commission; Purposes.

The O'Hare Noise Compatibility Commission is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area, (b) oversee an effective and impartial noise monitoring system, and (c) advise the City concerning O'Hare-related noise issues.

Section 2.

Composition And Organization.

A. The O'Hare Commission shall consist of the (i) mayor, village president or chief executive officer or other designee of each of the cities and villages in the O'Hare Commission Area, (ii) the president, superintendent or other designee of each public school district serving any portion of the O'Hare Commission Area; (iii) one member appointed by the President of the Cook County Board representing the unincorporated areas of Leyden, Maine, Niles and Norwood Park Townships in Cook County, (iv) one member appointed by the Chairman of the DuPage County Board representing the unincorporated areas of Addison Township in DuPage County, and (v) five members appointed by the Mayor of the City of Chicago to represent Wards 36, 38, 39, 41 and 45 of the City of Chicago ("Chicago Ward Participants"), provided that no such person shall be eligible to participate as a member of the O'Hare Commission unless the city, village, public school district, or county represented by such person has approved and executed a counterpart of this Agreement by

December 31, 2010 or pursuant to Section 5.G, except that the five Chicago Ward Participants shall be eligible to participate as individual member Participants of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission Area (as defined in Appendix B) includes communities and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those communities and public school districts to work together with the City on a cooperative basis in addressing these issues.

C. Representatives of the Archdiocese of Chicago, the Diocese of Joliet and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special "Advisory Members" of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

D. The O'Hare Commission shall elect annually from its members a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission also shall appoint, retain and employ an executive director and such other staff, professional advisors and consultants as may be needed to carry out its powers and duties. The appointment of any staff and the selection of professional advisors and consultants must be approved by two-thirds of the members of the O'Hare Commission.

E. Except as expressly set forth in this Agreement, the concurrence of a majority of the members of the O'Hare Commission shall be necessary for the approval of any action by the O'Hare Commission. A majority of the members of the O'Hare Commission shall constitute a quorum for the transaction of business. The O'Hare Commission may establish a schedule of regular meetings, and a special meeting may be called by the City or any two members of the O'Hare Commission upon at least seven days' written notice to the City, each Participant and each Advisory Member.

Section 3.

O'Hare Commission Powers And Duties.

A. The O'Hare Commission shall have the following duties and powers:

(1) A majority of the members of the O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs and the implementation of FAA standard noise abatement, take-off and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any O'Hare Part 150 Plan to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) Upon the reasonable request of the O'Hare Commission, it shall receive from the City full access to all publicly available documents relating to (i) any O'Hare noise monitoring, (ii) any O'Hare-related noise compatibility project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA related to airport noise mitigation related to O'Hare.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants or professional advisors shall use, or assist other persons in using flight track data for O'Hare and/or Midway Airports ("Data") provided by the FAA's Chicago Terminal Approach Control ("TRACON") facility in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Participants, representatives, agents, employees, consultants and professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Participants, representatives, agents, employees, consultants or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission, or any of its Participants, representatives, agents, employees, consultants or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Participants, representatives, agents, employees, consultants or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt annually a current expense budget for each fiscal year. The O'Hare Commission's current expense budget shall be adopted at least 60 days prior to the commencement of each such fiscal year following its first full fiscal year. The O'Hare Commission's current expense budget of \$256,000 shall be paid by the City. Thereafter, the O'Hare Commission's expense budget shall be evaluated annually.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees or any airline using O'Hare, except for enforcement of the provisions of this Agreement.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt bylaws and rules for the conduct of its meetings consistent with powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Participant, each Advisory Member and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this section.

Section 4.

Term Of Agreement.

A. This Agreement shall be effective January 1, 2011, and shall terminate on December 31, 2015 unless otherwise terminated with the written consent of the City and two-thirds of the Participants. The term of this Agreement may be extended upon the approval of the City and any Participant which wishes to extend the term of the Agreement. If any Participant defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Participant, the O'Hare Commission may terminate the defaulting Participant's participation as a party to this Agreement. A material default by a Participant shall include, but is not limited to, the failure of its authorized representative or alternate to attend three or more consecutive meetings of the O'Hare Commission.

B. Any Participant may withdraw as a member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Participant's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Participant shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2011, upon 180 days prior written notice to each Participant and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

Section 5.

Miscellaneous.

A. All notices hereunder shall be in writing and shall be given as follows:

If To The City, to:

Commissioner
Chicago Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Tel.: (773) 686-2200
Fax: (773) 686-3424

If to a Participant, to the address set forth on the signature page of the counterpart of this Agreement executed by such Participant, and, in the case of Chicago Ward Participants, to such telephone and facsimile numbers as they may provide to the O'Hare Commission, and if to an Advisory Member, to the address provided to the O'Hare Commission by such Advisory Member.

All notices shall be effective upon receipt. Notices given by fax shall be confirmed by mailing a copy thereof, first class postage prepaid. Any Participant may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Participant may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Participants.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Participant or other Governmental Unit. A Participant shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Participant or another Governmental Unit. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Participant shall be liable for any expenditures, indebtedness or other financial obligations incurred by the Commission unless the City or such Participant has affirmatively agreed to incur such expenditure, indebtedness or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendices A and B are incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party. Each counterpart may vary in order to identify the Participant, its address for notices and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district or county located in the O'Hare Commission Area prior to January 1, 2011 shall not require the consent of the O'Hare Commission, the City or any participant.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district or county located in the O'Hare Commission Area that does not become a Participant prior to January 1, 2011 may thereafter become a Participant upon (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 2.E and (ii) execution of a counterpart of this Agreement.

H. The approval of two-thirds of the Participants, and the approval of the City, shall be required to amend this Agreement. Notice of any proposed amendment shall be mailed to each Participant and each Advisory Member at least 10 days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Participants.

Executed as of this ____ day of _____, 2010.

City of Chicago

By: _____
Commissioner,
Chicago Department of Aviation

(Name of Governmental
Unit or Other Entity)

By: _____
Authorized Officer

Address: _____

Appendices "A" and "B" referred to in this Intergovernmental Agreement relating to O'Hare Noise Compatibility Commission read as follows:

Appendix "A".
(To Intergovernmental Agreement Relating To
O'Hare Noise Compatibility Commission)

Implementation Of Noise Compatibility Projects.

In connection with the development and implementation of noise compatibility projects in the O'Hare Commission Area, the City and the O'Hare Commission shall have the following duties and responsibilities:

A. The members of the O'Hare Commission shall direct the further development of the noise compatibility programs for the O'Hare Commission Area. The members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and related airport revenues (Airport Improvement Program grants, Passenger Facility Charges ("PFC"), and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this Appendix A. Each Participant and other Governmental Unit that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements

with and assurances to the City, shall execute any necessary certificates, records and other documents and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this Appendix A. Neither the O'Hare Commission nor any Participant shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this Appendix A.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City of Chicago and with the consent of the property owner, at its option, the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City of Chicago may be implemented through Participants and other Governmental Units located in the O'Hare Commission Area. A Governmental Unit may request that the City undertake a Noise Compatibility Project within such Governmental Unit's corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Participant and all other Governmental Units located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix A, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this Appendix A. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any noise mitigation projects, so as to maximize the availability and impact of the City's financial contribution to noise mitigation projects in the O'Hare Commission Area.

G. The City shall install and maintain a permanent noise monitoring system (the "System") at and around O'Hare Airport. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third party vendor ("System Operator) selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the Noise Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$150, 000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 33 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The correlated data collected by the System shall be made available by the City to the O'Hare Commission and any Participant that requests such data. The City shall provide reports to the O'Hare Commission and each Participant based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 3.A(5) of this Agreement.

Appendix "B".
(To Intergovernmental Agreement Relating To
O'Hare Noise Compatibility Commission)

Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

"Advisory Member" means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet or any other non-governmental elementary and secondary school located in the O'Hare Commission Area who shall serve as a special advisory member of the O'Hare Commission as provided in Section 2.C, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

"City" means the City of Chicago. The Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

"FAA" means the Federal Aviation Administration or any successor agency.

"Governmental Unit" means a county, township, municipality, municipal corporation, unit of local government, public school district, special district, public corporation, body corporate and politic, forest preserve district, park district and any other local governmental agencies, including any created by intergovernmental agreement among any of the foregoing units.

"Noise Compatibility Programs" means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O'Hare Commission Area as determined by the O'Hare Commission in cooperation with the City.

"Noise Compatibility Projects" means the noise compatibility projects (including administrative costs) in the O'Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O'Hare Commission in cooperation with the City based on criteria adopted by the O'Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

"O'Hare" means Chicago O'Hare International Airport.

"O'Hare Commission" means the O'Hare Noise Compatibility Commission established pursuant to this Agreement and having the composition set forth in Section 2 of this Agreement.

"O'Hare Commission Area" means the area in the vicinity of O'Hare with an interest in O'Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities and Governmental Units: (i) the City of Chicago, Arlington Heights, Bartlett, Bellwood, Bensenville, Des Plaines, Elmwood Park, Franklin Park, Harwood Heights, Hoffman Estates, Itasca, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Oak Park, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, Stone Park and Wood Dale; (ii) the unincorporated areas of Leyden, Maine, Niles and Norwood Park Townships in Cook County and the unincorporated areas of Addison Township in DuPage County; (iii) Districts 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 214, 234, 299 and 401. Municipalities and public school districts may be added to the O'Hare Commission Area as provided in Section 5.G.

"Part 150 Plan" means a noise abatement and land-use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

"Participant" means, at any time, each city, village, public school district or county located in the O'Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, "Participant" shall include the Chicago Ward Participants as set forth in Section 2.A(v) of this Agreement, who shall be eligible to participate as individual member Participants on the O'Hare Commission upon approval and execution of this Agreement by the City.

"Residential Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to homes in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"School Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation and sound insulation funding to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

Approval of Bid for Copy Paper

ACTION ITEM 11-06-7

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the purchase of copy paper from Midland Paper for \$47,112.65.

Moved by _____ Seconded by _____

AYES:

NAYS:

PRESENT:

ABSENT:

Elementary School District 64
Park Ridge-Niles, Illinois

MEMO

TO: Board of Education

FROM: Betty Lattanzio, Purchasing Manager

DATE: June 13, 2011

SUBJECT: APPROVAL OF CONTRACT TO PURCHASE PAPER

On June 6, 2011 bids were received for copier paper, including letter size 8-1/2" x 11", legal size 8-1/2" x 14", 3-hole punch, color, and white and color cardstock. Bid specifications were sent to seven vendors with five bids received. Below is a summary of the bids received. The paper is ordered now and delivered over the summer. It will be used for the 2011-2012 school year.

<u>VENDOR</u>	<u>TOTAL BID PACKAGE</u>	(Last Year's Bid)
Midland Paper	\$47,112.65	Midland Paper \$56,661.15
Contract Paper Group	\$47,671.81	
Unisource Paper	\$48,148.63	
Bye-Mo'r, Inc.	\$48,899.50	
Xpedx Paper	\$51,763.73	

Midland Paper's bid price on 8-1/2 x 11 paper is \$26.60 per case versus the State of Illinois bid price of \$26.70 per case. The bid package has decreased by about 17% compared to last year's bid. This is due to lower price market conditions along with a slight reduction in usage.

We are recommending that the Board of Education award the bid for paper to Midland Paper for a total bid price of \$47,112.65, as per bid specifications.

Approval of Maintenance Truck Replacement

ACTION ITEM 11-06-8

I move that the Board of Education of Community School District 64, Park Ridge-Niles, Illinois, approve the purchase of a 2012 Ford F350 truck to be used a the District delivery vehicle from Badger Truck for \$22,648.00.

Moved by_____ Seconded by_____

AYES:

NAYS:

PRESENT:

ABSENT:

**ELEMENTARY SCHOOL DISTRICT 64
PARK RIDGE- NILES, ILLINOIS**

MEMO

TO: Board of Education

FROM: Scott Mackall *sm*

DATE: June 13, 2011

SUBJECT: Bid for Replacement of District Maintenance Vehicle

Bids have been received and were opened on June 7 2011 at 11:00 a.m., for the district warehouse delivery truck a 2012 F350 Ford. The results are shown on the chart below.

Vendor	Model year	Base Bid	Base bid with delivery
Badger Truck	2012	\$22,473.00	\$22,648.00
Haggerty Ford	2012	\$25,124.00	\$24,198.00
Northwest Ford	2012	\$27,573.00	\$25,573.00

The District is requesting a new delivery truck. The need for a lift gate is becoming more important as we continue to receive more demand for moving items from building to building. Example, we currently move the roller skates stored in large cabinets in the back of the Dump truck. The District's need for new delivery truck with a lift gate works out quite well. The Imagination Playground grant from ELF has required the maintenance department to move the playground from school to school every 2-3 weeks. The challenge is the size of the container the playground is stored in. 4'5" wide x 5'2" deep x 5' high weighing 825 pounds.

This bid is for the truck and chassis only. The District will need to put a box and lift gate on the chassis. The ELF grant provides \$1,500.00 toward this purchase as part of the Imagination Grant. Total estimated cost for box and lift gate \$9,000.00 less \$1,500.00 from ELF. It is my plan to put out a request for quotation for the box and lift gate.

The current van used as warehouse and delivery vehicle would then become the painter's van.

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
7:30 p.m.	Meeting of the Board Convenes <ul style="list-style-type: none"> • Roll Call • Introductions • Opening Remarks from President of the Board 	
7:30-7:35 p.m.	<ul style="list-style-type: none"> • Public Comments 	
7:35-7:45 p.m.	<ul style="list-style-type: none"> • Discussion on 457 Plan -- Business Manager	A-1
7:45-7:55 p.m.	<ul style="list-style-type: none"> • Consent Agenda -- Board President <ul style="list-style-type: none"> • Personnel Report • Bills • Approval of May Financials for the Period Ending May 31, 2011 • Approval of Staff Development Wednesday Calendar 2011-12 • Destruction of Closed Minutes 	Action Item 11-06-11 A-2
7:55-8:00 p.m.	<ul style="list-style-type: none"> • Approval of Minutes -- Board President <ul style="list-style-type: none"> • Open Minutes of June 13, 2011 • Closed Minutes of June 13, 2011 	Action Item 11-06-12 A-3
8:00-8:05.m.	<ul style="list-style-type: none"> • Other Items of Information -- Superintendent <ul style="list-style-type: none"> • Upcoming Agenda • Memorandum of Information (none) • Minutes of Board Committees (none) • Other 	A-4
8:05p.m.	<ul style="list-style-type: none"> • Adjournment 	

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

July 11

- Committee-of-the-Whole: Finance
- Board Adopts 2011-12 Tentative Budget & Establishment of Public Hearing Date
- Approval of Bid for Physical Education Supplies
- Approval of Bid for Custodial Supplies
- Approval of 457 Plan
- Approval of June Financials

August 8, 2011

- Committee-of-the-Whole

August 22, 2011

- Approval of July Financials

September 12, 2011

Committee-of-the-Whole: Finance

September 26, 2011

- Public Hearing on Budget and Adoption
- Sixth Day of Enrollment
- Approval of August Financials

October 24, 2011

- Approval of September Financials

November 14, 2011

- Committee-of-the-Whole: Finance
- Approval of October Financials

December 12, 2011

- Approval of November Financials

January 23, 2012

- Approval of December Financials

TBD

- Adopt Tentative Calendars for 2012-13 & 2013-14
- Approval of Contract for District Architect of Record
- Acceptance of Roosevelt PTO Gift
- Approval of Bid for Snow Removal Equipment



**DISTRICT 64
WELLNESS COUNCIL
May 10, 2011**

Present: B. Casey, M. Vacala, M. Borowski, S. McDaniel, P. Yurkovic, P. Risk P. Bender, K. Nasshan, C. Meredith, D. Walsh, M. Petkofski

• Introductions/Welcome New Members

Welcomed new parent representative, [M. Vacala](#) (Franklin School)

• School Team Reports

Franklin: various activities to keep kids moving in school, including ACES (all students exercising simultaneously), Let's Move in School. Teaching staff were given suggestions/ideas to encourage students to be physically active. A new state of the art playground will be built at Franklin.

Field: Walk to School event, Pedometer challenge for Field staff

Carpenter: Yoga continues Thursdays; unsure regarding next year; proceeds from class donations will be given to Sandra Arbeter Fund and the Maine Center, earmarked for children's mental health programs.

Washington: Walkathon for Cystic Fibrosis, Volleyball for staff

ESC: Activities in planning stage

• Research Project at Washington

Cook County Dept. of Public Health, in conjunction with Children's Memorial Hospital, is conducting a study about student's physical activity at Cook County schools. Two Washington School 5th grade classrooms participated in the study. Students wore accelerometers during the school day, to track their movements. In addition, information about kindergarten BMIs was gathered. (No identifying information was provided to the investigators.) Part 2 of the study will take place next spring.

• Staff Survey: Bill Casey

Bill (PE, Franklin) developed a staff survey for elementary ed teachers, to elicit opinions about the health curriculum. Will share survey with A. Clissem,

prior to sending out. Purpose was to find out what health topics teachers think need more time, emphasis, etc. Council's hope is that it would get a better idea about need for nutrition education. Results of study will be discussed at September's Wellness Council meeting.

• **Continuation of PTO/School Lunches**

Discussion continued about PTO-sponsored lunches at the elementary schools. Items included: parent preferences for availability of hot lunches up to 5 days/week; various vendors, which are generally different at each school; difficulty finding nutritional information for all foods served; need for healthy foods, yet foods that kids will eat. K. Nasshan and M. Petkofski were invited to attend the PTO President's meeting by Dr. Bender, to discuss lunch issues. M. Vacala will investigate various food vendors over the summer.

• **Staff Fitness Facilities**

No report.

• **Wellness Speakers**

A dietician from Lutheran General has offered to conduct a presentation on nutrition for children. Council will use information from the survey to determine how to best utilize this resource.

• **Next Meeting**

Tuesday, September 20th, 4-5pm, at ESC.

Submitted by M Petkofski



Illinois State Board of Education

100 North First Street • Springfield, Illinois 62777-0001
www.isbe.net

Jesse H. Ruiz
Chairman

Christopher A. Koch, Ed.D.
State Superintendent of Education

RECEIVED

May 26, 2011

MAY 31 2011

BOARD OF EDUCATION
DISTRICT 64

Dr. Philip Bender
Superintendent
Park Ridge C.C.S.D. 64
164 S. Prospect Ave.
Park Ridge, IL 60068

Dear Dr. Bender:

RE: 05-016-0640-04

The External Assurance staff has examined the records related to the programs detailed in the enclosed Audit Adjustments Summary Report. Also enclosed is the audit report that explains the findings and reasons for adjustment(s). The audit adjustment(s) noted will be forwarded to the Division of Funding and Disbursements for application to future claims.

Those programs requiring a written response to their findings have been noted on the Audit Adjustments Summary Report. A written response to the findings should be submitted to our office within 30 days, delineating specific actions that will be taken to correct problems identified in the Audit Report.

We appreciate the courtesies and cooperation extended to our staff. If you have any questions, please contact Vickie Bruhn, Consultant at 217/782-7970.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Ribelin".

Mark Ribelin
Division Administrator
External Assurance Division

cc: Mr. Robert Ingrassia

**Illinois State Board of Education
External Assurance Division
100 North First Street
Springfield, Illinois 62777-0001
217/782-7970**

May 26, 2011

Park Ridge C.C.S.D. 64

RCDT # 05-016-0640-04

Audit Adjustment Summary Report

Fiscal Year	School Year	Revenue Code	Program Name(s)	Audit Adjustment	Written Response Required (Yes/No)
2010	2008-2009	3500-00	Transportation - Regular and Vocational	(\$48,689)	No
2010	2008-2009	3510-00	Transportation - Special Education	(\$8,200)	No

Illinois State Board of Education
External Assurance Division
100 North First Street
Springfield, Illinois 62777-0001
217/782-7970

May 26, 2011

Park Ridge C.C.S.D. 64

RCDT# 05-016-0640-04

Audit Report

This Audit Report encompasses an evaluation of the accountability of program revenues, expenditures, fiscal internal controls and programmatic compliance for the following program:

Discussion with Management

The results of the audit were discussed on January 20, 2011 with:

Name	Position
Ms. Rebecca Allard	Business Manager

The Illinois State Board of Education was represented by Geeth Teralandur, Consultant.

Fiscal Year of Payment	School Year	Program Name	Revenue Code
2010	2008-2009	Transportation - Regular and Vocational	3500-00
2010	2008-2009	Transportation - Special Education	3510-00

Finding #1 The LEA did not allocate expenditures based upon the required allocation method. There are allocation errors in contractual costs that were paid to the transportation companies.

Recommended Corrective Action The LEA must allocate expenditures based upon the required allocation method.

Finding #2 The LEA claimed expenditures that are not claimable for transportation reimbursement. The LEA claimed Salary and Benefits for the Transportation Director for which only a portion of it is claimable. The LEA also claimed Salary and Benefits for the Secretary and fuel supplies for non-claimable pick-up trucks that are not claimable.

Recommended Corrective Action The LEA must only claim those expenditures that are claimable for transportation reimbursement.

Finding #3 The LEA understated revenues as reconciled with the Annual Financial Report. The LEA failed to deduct revenue that was received from transporting pupils to non-curriculum related field trips, Special Education Orphanage claim, and revenue that was received from the sale of a school-owned truck.

Recommended Corrective Action The LEA must not understate revenues as reconciled with the Annual Financial Report.

Audit Adjustment

Revenue Code	Per Audit	Per Claim	(Over Claim) Under Claim
3500-00	\$192,423	\$241,112	(\$48,689)
3510-00	\$530,495	\$538,695	(\$8,200)
Total:	\$722,918	\$779,807	(\$56,889)

Please contact Tim Imler, Division Administrator, Funding & Disbursement Services for technical assistance.

Forward any written response to the audit findings directly to:

Mark Ribelin, Division Administrator
Illinois State Board of Education
External Assurance Division
W-375
100 North First Street
Springfield, Illinois 62777-0001

217/782-7970