



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

BOARD OF SCHOOL TRUSTEES

PUBLIC HEARING

Monday, May 13, 2019

7:00 p.m.

NWM-HS Media Center/Library

305 East Broadway St.

Monon, IN 47959

The governing body named above will conduct a public hearing pursuant to Indiana's Open Meetings Law, IC 5-14-1.5, for the following reason(s):

Prayer – Ricki Westerhouse

- 1. Pledge of Allegiance**
- 2. Welcome – purpose of Public Hearing**
- 3. Presentation by Baker Tilly**
- 4. Open Public Hearing and second Preliminary Determination Hearing**
- 5. Consent Items**
 - 5.1 Consideration to adopt Project Resolution**
 - 5.2 Consideration to adopt Preliminary Determination Resolution**
 - 5.3 Consideration to adopt Declaration of Official Intent to Reimburse Expenditures**
- 6. Adjournment**

REGULAR MEETING

Monday, May 13, 2019

Following the adjournment of the Public Hearing

NWM-HS Media Center/Library

305 East Broadway St.

Monon, IN 47959

The governing body named above will conduct a public meeting pursuant to Indiana's Open Meetings Law, IC 5-14-1.5, for the following reason(s):

- 1. CALL TO ORDER**
 - 1.1 Roll Call**
 - 1.2 Emergency additions**
 - 1.3 Consideration of April Meeting Minutes**
 - 1.4 Consideration of Claims/Financial/Quarterly Reports**
 - 1.5 Principal Reports**
 - 1.6 Recognitions**
- 2. HEARING OF PATRONS**
- 3. CONSENT ITEMS**
 - 3.1 Consideration of fundraisers**
 - 3.2 Consideration of donations**



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

- 3.3 Consideration of Agreement Between NWSC and Tecton
- 3.4 Consideration of Agreement Between NWSC and Lancer + Beebe, LLC
- 3.5 Personnel Report
- 3.6 Consideration of 7th & 8th grade Field Trip to Washington D.C. June 21-25, 2020

4. DISCUSSION/INFORMATION

- 4.1 Transportation and Facilities
- 4.2 First reading of the following:
 - 2019-20 Technology Handbook
 - 2019-20 Elementary Handbook
 - 2019-20 Bus Driver Handbook
 - 2019-20 M-HS Handbook
 - 2019-20 Certified Handbook
 - 2019-20 Non-Certified Handbook
 - 2019-20 Elementary textbook rental fees
 - 2019-20 M-HS textbook rental fees
- 4.3 Immunizations
- 4.4 Athletic Trainer contract with Franciscan
- 4.5 Potential Superintendent search

5. HEARING OF PATRONS

6. SUPERINTENDENT COMMENTS

7. SCHOOL BOARD COMMENTS

8. ADJOURNMENT



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

BOARD OF SCHOOL TRUSTEES

PUBLIC HEARING

Monday, May 13, 2019

7:00 p.m.

NWM-HS Media Center/Library

305 East Broadway St.

Monon, IN 47959

The governing body named above will conduct a public hearing pursuant to Indiana's Open Meetings Law, IC 5-14-1.5, for the following reason(s):

Prayer – Ricki Westerhouse

- 1. Pledge of Allegiance**
- 2. Welcome – purpose of Public Hearing**
- 3. Presentation by Baker Tilly**
- 4. Open Public Hearing and second Preliminary Determination Hearing**
- 5. Consent Items**
 - 5.1 Consideration to adopt Project Resolution**
 - 5.2 Consideration to adopt Preliminary Determination Resolution**
 - 5.3 Consideration to adopt Declaration of Official Intent to Reimburse Expenditures**
- 6. Adjournment**

REGULAR MEETING

Monday, May 13, 2019

Following the adjournment of the Public Hearing

NWM-HS Media Center/Library

305 East Broadway St.

Monon, IN 47959

The governing body named above will conduct a public meeting pursuant to Indiana's Open Meetings Law, IC 5-14-1.5, for the following reason(s):

1. CALL TO ORDER

- 1.1 Roll Call**
- 1.2 Emergency additions**
- 1.3 Consideration of April Meeting Minutes**
- 1.4 Consideration of Claims/Financial/Quarterly Reports**
- 1.5 Principal Reports**
- 1.6 Recognitions**
 - Eli Turpin, 1st grade – Mrs. Amsler
 - Luke Sherrick, 8th grade – Mr. Addison
 - Kimberly Fernanda Zuniga Arevalo, 9th grade – Ms. Scott



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

2. HEARING OF PATRONS

3. CONSENT ITEMS

3.1 Consideration of fundraisers

- 8th grade class formal dance on May 17. The money will be used for the class events as they advance to high school.
- NWMS Track team will hold a Kids Camp for elementary students. All proceeds will go towards benefiting the track team.
- NWES – No Excuse University Fundraiser. All proceeds go to Staff Lounge Fund.
- NWES – Jeans Friday’s Fundraiser. \$330 will be donated to the White County Foundation and \$725 will go towards the Staff Lounge Fund.

3.2 Consideration of donations

- PSI IOTA XI sent the M-HS two donations: \$100 for Music Department and a second \$100 donation for the Art Department

3.3 Consideration of Agreement Between NWSC and Tecton

3.4 Consideration of Agreement Between NWSC and Lancer + Beebe, LLC

3.5 Personnel Report

3.6 Consideration of 7th & 8th grade Field Trip to Washington D.C. June 21-25, 2020

4. DISCUSSION/INFORMATION

4.1 Transportation and Facilities

4.2 First reading of the following:

- 2019-20 Technology Handbook
- 2019-20 Elementary Handbook
- 2019-20 Bus Driver Handbook
- 2019-20 M-HS Handbook
- 2019-20 Certified Handbook
- 2019-20 Non-Certified Handbook
- 2019-20 Elementary textbook rental fees
- 2019-20 M-HS textbook rental fees

4.3 Immunizations

4.4 Athletic Trainer contract with Franciscan

4.5 Potential Superintendent search

5. HEARING OF PATRONS

6. SUPERINTENDENT COMMENTS

7. SCHOOL BOARD COMMENTS

8. ADJOURNMENT



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

BOARD OF SCHOOL TRUSTEES

PUBLIC HEARING

Monday, May 13, 2019

7:00 p.m.

NWM-HS Media Center/Library

305 East Broadway St.

Monon, IN 47959

The governing body named above will conduct a public hearing pursuant to Indiana's Open Meetings Law, IC 5-14-1.5, for the following reason(s):

Prayer – Ricki Westerhouse

- 1. Pledge of Allegiance**
- 2. Welcome – purpose of Public Hearing**
- 3. Presentation by Baker Tilly**
- 4. Open Public Hearing and second Preliminary Determination Hearing**
- 5. Consent Items (see the following documents)**
 - 5.1 Consideration to adopt Project Resolution**
 - 5.2 Consideration to adopt Preliminary Determination Resolution**
 - 5.3 Consideration to adopt Declaration of Official Intent to Reimburse Expenditures**
- 6. Adjournment**

EXHIBIT A
PROJECT RESOLUTION

WHEREAS, the Board of Trustees (the "Board") of North White School Corporation (the "School Corporation") at a meeting on May 13, 2019 held a public hearing in accordance with Indiana Code § 20-26-7-37 for the purpose of answering questions and listening to taxpayers' comments and any evidence they may present about the proposed renovation of and improvements to North White Elementary School and North White Middle-High School, including site improvements and the purchase of equipment and technology (the "Project"); and

WHEREAS, the Board has carefully studied all of the known options and feels that the proposed Project is in the best interests of the present and future students to be served by these facilities; now, therefore,

BE IT RESOLVED, that the purpose of the Project is to provide an improved educational environment for students.

BE IT FURTHER RESOLVED, that the estimated hard and soft costs of the Project are \$9,785,000, with estimated costs of issuance (including capitalized interest less interest earnings and interim lease rental) of \$215,000, resulting in total estimated Project cost of \$10,000,000.

BE IT FURTHER RESOLVED, that the estimated \$10,000,000 will be funded by one or more of the following: Operations Fund, Common School Fund Loan, general obligation bond issue and/or a building corporation bond issue with an anticipated impact on the Debt Service Fund tax rate of \$0.2646 per \$100 assessed valuation based on an estimated \$491,781,844 assessed valuation beginning in 2021. However, as existing obligations mature, the anticipated Debt Service Fund tax rate is not expected to be more than the 2018 Debt Service Fund tax rate of \$0.3037.

Passed and adopted this 13th day of May, 2019.

President, Board of School Trustees

Secretary, Board of School Trustees

EXHIBIT B

PRELIMINARY DETERMINATION RESOLUTION

WHEREAS, the North White School Corporation (the "School Corporation") published a Notice of Preliminary Determination Hearings on April 24, 2019 in The Herald Journal and in the News & Review and mailed such notice to the White County Clerk and any organizations requesting such notice as provided in Indiana Code § 6-1.1-20-3.1, with respect to the renovation of and improvements to North White Elementary School and North White Middle-High School, including site improvements and the purchase of equipment and technology (the "Project"); and

WHEREAS, the first preliminary determination hearing was held on May 6, 2019 and the second preliminary determination hearing was held on May 13, 2019 in accordance with the notice and the law of the State of Indiana (the "State"); and

WHEREAS, the School Corporation has made the following information available to the public at the public hearings: (a) the result of the Schools Corporation's current and projected annual debt service payments divided by the net assessed value of taxable property within the School Corporation; (b) the result of (i) the sum of the School Corporation's outstanding long term debt plus the outstanding long term debt of other taxing units that include any of the territory of the School Corporation; divided by (ii) the net assessed value of taxable property within the School Corporation; now, therefore,

BE IT RESOLVED that the Board of School Trustees (the "Board") of the School Corporation preliminarily determines to issue bonds and enter into a lease for the Project.

BE IT FURTHER RESOLVED that the lease agreement will be for a maximum term of 22 years with a maximum annual lease rental payment of \$1,370,000. The maximum annual lease rental payment has been estimated based upon an estimated principal amount of bonds of \$10,000,000, estimated interest rates ranging from 2.40% to 4.40%, and total interest costs of

\$4,700,000. The School Corporation's current debt service levy is \$1,047,004 and the current debt service rate is \$0.2129. After the School Corporation enters into the proposed lease agreement and the bonds are issued, the debt service levy will increase by a maximum of \$1,370,000 and the Debt Service Fund tax rate will increase by a maximum of \$0.2646. However, as existing obligations mature, the anticipated Debt Service Fund tax rate is not expected to be more than the 2018 Debt Service Fund tax rate of \$0.3037. The purpose of the lease agreement is to provide for the Project. The Project involves the opening of new school facility space; however, the new school facility space will be more efficient than the school facility space which is being replaced. Therefore, the School Corporation does not expect to annually incur an increase to operate such new facility space.

BE IT FURTHER RESOLVED that the Secretary of the Board is hereby authorized and directed to publish the notice of adoption of this preliminary determination in accordance with State law.

BE IT FURTHER RESOLVED that if a petition pursuant to Indiana Code § 6-1.1-20-3.1 is filed, the Secretary of the Board is hereby authorized to publish a notice of the applicability of the petition and remonstrance process pursuant to State law.

Passed and adopted this 13th day of May, 2019.

President, Board of School Trustees

Secretary, Board of School Trustees

EXHIBIT C

DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES

WHEREAS, North White School Corporation (the "School Corporation") intends to finance the renovation of and improvements to North White Elementary School and North White Middle-High School, including site improvements and the purchase of equipment and technology (the "Project"); and

WHEREAS, the School Corporation reasonably expects to reimburse certain costs of the Project with proceeds of obligations to be incurred on behalf of the School Corporation in an amount not to exceed \$10,000,000; and

WHEREAS, the School Corporation, acting through a leasing entity, expects to have obligations issued on its behalf for the Project and to use the proceeds hereof to reimburse or pay costs of the Project;

NOW, THEREFORE, BE IT RESOLVED that the School Corporation declares its official intent to acquire, construct or rehabilitate the Project with proceeds of obligations incurred on behalf of the School Corporation in an amount not to exceed \$10,000,000 for the purpose of paying or reimbursing costs of the Project; and to approve obligations issued by a leasing entity that will lease the Project to the School Corporation.

BE IT FURTHER RESOLVED, that the School Corporation reasonably expects to reimburse itself from proceeds of obligations issued on behalf of the School Corporation for costs of the Project paid prior to the issuance of the obligations.

Passed and Adopted this 13th day of May, 2019.

President, Board of School Trustees

Secretary, Board of School Trustees



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

REGULAR MEETING

Monday, May 13, 2019

Following the adjournment of the Public Hearing

NWM-HS Media Center/Library

305 East Broadway St.

Monon, IN 47959

The governing body named above will conduct a public meeting pursuant to Indiana's Open Meetings Law, IC 5-14-1.5, for the following reason(s):

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Emergency additions
- 1.3 Consideration of April Meeting Minutes (see the following document)
- 1.4 Consideration of Claims/Financial/Quarterly Reports (see the following documents)

MINUTES OF THE PUBLIC HEARING OF THE BOARD
OF TRUSTEES OF NORTH WHITE SCHOOL CORPORATION

The Board of Trustees, North White School Corporation met in a public hearing on Monday, April 8, 2019 at 7:00 p.m. in the office of the Superintendent at 402 E. Broadway St. Monon, Indiana according to Indiana Code 10-5-3-2, Public Law 57, and the rules of the Board. Board members present were Shannon Mattix, Terry Smith, Rebecca Princell, Joshua Robertson, Ricki Westerhouse, Scott Williams and Jim White. Also present were Superintendent Dr. Teresa Gremaux, Karen Pfledderer, Emma Conwell, Dean Cook, Bob Little, Pooja Shrestha, with Baker Tilly, Lisa Huntington with Baker Tilly, Steven Land, Scott VanDerAa, Jennifer Bryant, Carol Hendress, Rebecca Myers, Tanya Klopfenstein, Jill Scott, Jimmie Scott, Ron Gremaux, Judy Amsler, Judy Bramlage, Pat Geleott, Dustin Schmicker, Terrie Brown, Whitney Hileman, Brian Pogue, Todd Shriver, Mike Carlson, Melissa McIntire, Shantel Davey, Bryson Davey, Samantha Heims, Cami Owens and Matt Siphkema.

1. The Pledge of Allegiance was recited
2. Mr. White welcomed everyone in attendance to the solar project and the additional appropriation hearing. Mr. White asked patrons that if they are interested in speaking at the hearing, to please make sure that they have signed the sign-in sheet. He informed the public, Pursuant to Indiana Code 20-26-7-37, before a school corporation may spend more than \$1,000,000 to build, repair or alter a school facility that will be financed by a lease or bonds, it must hold a public hearing at which explanations of the potential value of the project to the school corporation and community are given. In addition, in order to appropriate the bond proceeds for this project, the Board must hold an additional appropriation hearing.
3. Mr. White introduced Pooja Shrestha and Lisa Huntington with Baker Tilly, they explained how the proposed solar project will be financed, as well as information about the effect on the typical property taxpayer.
4. Mr. White asked if there were any patrons in attendance that would like to discuss and/or ask questions concerning the hearing as they were advertised. Patron Brian Pogue spoke in favor of the solar project. Hearing no other objections or concerns from the public, the meeting proceeded.
5. Consent Items
 - 5.1 Mr. White recommended that the Board approve the Project Resolution. Mr. Smith moved to approve this recommendation. Mrs. Westerhouse seconded and the motion carried 7-0. See "Exhibit A".

5.2 Mr. White recommended that the Board approve the Additional Appropriation Resolution. Mr. Smith moved to approve this recommendation. Mr. Robertson seconded and the motion carried 7-0. See "Exhibit B".

5.3 Mr. White recommended that the Board approve the Final Bond Resolution. Mr. Smith moved to approve this recommendation. Mr. Robertson seconded and the motion carried 7-0. See "Exhibit C".

5.4 Mr. White recommended that the Board approve the Resolution Approving Amended and Restated Post-Issuance Compliance Procedures. Mr. Smith moved to approve this recommendation. Mrs. Westerhouse seconded and the motion carried 7-0. See "Exhibit D".

Meeting adjourned at 7:11 p.m.

PRESIDENT

VICE PRESIDENT

SECRETARY

MEMBER

MEMBER

MEMBER

MEMBER

BOARD OF TRUSTEES
NORTH WHITE SCHOOL CORP.

MINUTES OF THE REGULAR MEETING OF THE BOARD
OF TRUSTEES OF NORTH WHITE SCHOOL CORPORATION

The Board of Trustees, North White School Corporation met in Regular session on Monday, April 8, 2019 following the adjournment of the public hearing in the office of the Superintendent at 402 E. Broadway, Monon, Indiana according to Indiana Code 10-5-3-2, Public Law 57, and the rules of the Board. Board members present were Jim White, Scott Williams, Rebecca Princell, Terry Smith, Shannon Mattix, Ricki Westerhouse and Joshua Robertson. Also present were Superintendent Dr. Teresa Gremaux, Karen Pfladderer, Dean Cook, Emma Conwell, Bob Little, Melissa McIntire, Todd Shriver, Terrie Brown, Scott VanDerAa, Steven Land, Carol Hendress, Rebecca Myers, Tanya Klopfenstein, Jill Scott, Jimmie Scott, Ron Gremaux, Judy Amsler, Judy Bramlage, Pat Geleott, Dustin Schmicker, Whitney Hileman, Brian Pogue, Mike Carlson, Shantel Davey, Bryson Davey, Adolpho Serrano, Miguel Chicas, Reina Serrano, Samantha Heims, Cami Owens, Matt Sipkema, Rachel Lachmund, Jessica Martin, Haley Kerlin, Bradley Jakes and Amber Stearns.

1. Call to Order

Mr. White called the regular meeting to order.

1.1 Mr. White recognized a Quorum.

1.2 Mr. White asked for emergency additions to the agenda. Dr. Gremaux asked to add item 4.2 Discussion on finances. Mr. Williams moved to approve this recommendation. Ms. Princell seconded and the motion carried 7-0.

1.3 Mr. White asked if there were any additions or corrections to the minutes of The executive session and the work session on March 6, 2019 and the regular meeting on March 11, 2019 and the work session on March 20, 2019. The meeting minutes were approved by unanimous consent.

1.4 Claims and payrolls were presented to the Board and discussed. Mr. White approved to pay claims 11127097 through and including 11127221. The claims and payrolls were approved by unanimous consent.

1.5 Principal Reports

Mrs. McIntire, NWES Principal, reported on the following:

- Mr. and Mrs. Seth Owens donated a truckload of dirt and grow box for the gardens
- FFA/Ag classes built (2) grow boxes
- Kindergarten Round-Up was a huge success on April 8
- ILEARN will begin April 22 – May 2

Mr. VanDerAa, NWMS-HS Principal, reported on the following:

- Received the retest results for the juniors and seniors from the Spring; ten more students passed English/Language Arts ISTEP and four more students passed the Math ISTEP.

1.6 Recognitions – Students of the Month

Mrs. Bramlage introduced the “April” Student of the Month at the North White Elementary School. She introduced Bryson Davey who is in the first grade. Bryson is the son of Shantel Davey. Mrs. Bramlage, Bryson’s teacher, nominated him for this award.

Mr. Gremaux introduced the “April” Student of the Month at the North White Middle School. He introduced Adolpho Chicas Serrano who is in the eighth grade. Adolpho is the son of Miguel Chicas and Reina Serrano. Mr. Gremaux, Adolpho’s teacher, nominated him for this award.

Mr. Gremaux announced the “April” Student of the Month at the Sr. High School. He announced Esmeralda Diaz who is in the ninth grade. Esmeralda is the daughter of Oscar Diaz and Cecilia Diaz. Mr. Heimlich, Esmeralda’s teacher, nominated her for this award.

2. Hearing of Patrons

Mr. White asked if there were any patrons in attendance who wished to be heard. Tanya Klopfenstein, Bus driver for NWSC spoke on an incident that took place on March 18, 2019 that involved a student who rides her bus. She asked that all Bus drivers be informed “the same day” when an incident takes place, so they can keep all of their student’s safe. Judy Amsler, NWES teacher, spoke about hearing a rumor of a possible Reduction In Force (RIF) and explained that there are three classes per every grade level except for the third grade they have four classes. Mrs. Amsler explained, if a teacher gets RIFed the fourth grade class next year will have three classes of 27 students. She asked the Board to rethink RIFing teachers. Mr. White explained that RIF is discussed every year as part of the finances. Rachel Lachmund, NWES teacher, spoke about the first round of Kindergarten Round-Up she informed the Board that 93% of the students’ are EL students.

3. Consent Items

3.1 Mr. White recommended that the Board consider the second reading and the adoption of Volume 31, Number 1 of NEOLA School Board Policies and Administrative Guidelines. Mr. Williams moved to approve these recommendations. Ms. Princell seconded and the motion carried 6-1, opposed Mr. Mattix.

- 3.2 Mr. White recommended that the Board consider the Service Agreement with Administrative Assistance to prepare the 2020 budget. Mr. Williams moved to approve this recommendation. Mr. Robertson seconded and the motion carried 6-1, opposed Mr. Mattix. See “Exhibit A”.
- 3.3 Mr. White recommended that the Board consider the motion to approve up to \$10 million dollars on the NWSC building projects with a motion and a vote per each item on the presented list. Mr. Robertson moved to approve this recommendation. Mr. Williams seconded and the motion carried 7-0. Mr. White read from the building projects list for the NWES: new boilers – motion 7-0; new chillers – motion 7-0; domestic water heater – motion 7-0; building control – motion 7-0; new gym with owner equipment (no stage) – motion 4-3, opposed Mr. Mattix, Mr. Smith, Mr. Williams; parking lot & drainage detention – motion 7-0; controlled entrance with securing of art room windows – motion 7-0; conference rooms – motion 5-2; opposed Mr. Mattix, Mr. Williams; door sensors – motion 7-0.
- Mr. White read from the building projects list for the NWM-HS: Diesel mechanic building with lift – motion 5-2, opposed Mr. Mattix, Mr. Robertson; new windows & exterior doors - motion 7-0; front ramp & wall for ADA Entry – motion 7-0; controlled entry – motion 6-1, opposed Mr. Smith; room renovations (Food science, Computer labs, Library/Makerspace) - motion 4-3, opposed Mr. Mattix, Mr. Smith, Mr. Williams; classroom door replacements – motion 7-0; soccer, baseball, softball lights – motion 6-1, opposed Mr. Mattix; MS lockers – motion 5-2, opposed Mr. Mattix, Mr. Williams; cafeteria windows security Mylar – motion 7-0; Greenhouse – motion 6-1, opposed Mr. Mattix; Concessions – motion 5-2, Mr. Mattix, Mr. Williams.
- 3.4 Mr. White recommended that the Board approve the 2019 summer school schedule, salaries and personnel for the NWES and the NWHS Mr. Williams moved to approve these recommendations. Ms. Princell seconded and the motion carried 6-1, opposed Mr. Smith. See “Exhibit B”.
- 3.5 Mr. White recommended that the Board approve the following fundraiser:
- Sophomore class and cheerleaders will conduct a “Paint with a Purpose” class on May 1 to raise funds for prom and cheerleading.
- Mr. Smith moved to approve this recommendation. Mr. Robertson seconded and the motion carried 7-0.

3.6 Mr. White recommended that the Board approve the following donation:

- Kappa Kappa Kappa, Inc. donated \$100 for elementary art supplies
 Mr. Mattix moved to approve this recommendation. Mrs. Westerhouse seconded and the motion carried 7-0.

3.7 Personnel Report

ECA – Leave of Absence

Name	Position	1 st	2nd	Motion
Steven Hubbard Effective 3/8/2019 Approved 4/8/2019	Varsity Softball coach for the 2018-2019 school year	Mr. Williams	Ms. Princell	7-0

Classified – Hiring Recommendation

Name	Position	1 st	2nd	Motion
Kenneth Burns Effective 3/21/2019 Approved 4/8/2019	Custodial Staff part-time	Mr. Williams	MS. Princell	7-0

ECA – Hiring Recommendations

Name	Position	1 st	2nd	Motion
Edward Bragg Effective 3/11/2019 Approved 4/8/2019	Varsity Softball coach for the remainder of the 2018-2019 school year	Mr. Williams	Mr. Robertson	7-0
Matt Westerhouse Effective 3/22/2019 Approved 4/8/2019	JV Softball coach for the 2018- 2019 school year	Mr. Williams	Ms. Princell	6-1, Mrs. Westerhouse abstained

3.8 Mr. White recommended that the Board approve to authorize publication of Notice of Hearings. Mrs. Westerhouse moved to authorize the school Superintendent to publish Notice of Preliminary Determination Hearings and Project Hearing for projects not to exceed a total cost of \$10 million dollars. Mr. Smith seconded and the motion carried 6-1, opposed Mr. Williams. See “Exhibit C”.

3.9 Mr. White recommended that the Board approve for the Athletic Director to reschedule spring make-up athletic events on Wednesdays as necessary due to

inclement weather. Ms. Princell moved to approve this recommendation. Mr. Robertson seconded and the motion carried 7-0.

- 3.10 Mr. White recommended that the Board approve Skyward SMS 3 year contract. Mr. Land was present and explained, our current Student Management System (SMS) is INOW, it is being phased out in Indiana. Skyward will replace INOW. Mr. Smith moved to approve this recommendation. Mrs. Westerhouse seconded and the motion carried 5-2, opposed Mr. Mattix and Mr. Williams. See "Exhibit D".

4. Discussion/Information

4.1 Transportation and Facilities – no discussion items

4.2 Discussion on finances/concerns on deficit spending and investing

- Currently investing reserve cash into the Hoosier Fund \$2.7 million dollars
- Currently stream lining to one Bank – Flagstar Bank – offering NWSC a better rate if we open an Operating Checking and Operating Savings account; currently Payroll is with Flagstar Bank. Discussions with the NWSC SB Finance Committee approved moving accounts to Flagstar Bank

Mr. Mattix voiced his concerns on deficit spending and the outlook for 2019.

- Concerns regarding enrollment on count day
- Concerns regarding overspending Taxpayers money

Mr. Mattix and Mr. Smith proposed a long range plan in 2 months to address the financial concerns. Some suggestions were:

- Consolidating administration positions
- Freeze in administrators pay
- Use of Rainy Day fund for non-certified stipends

5. Hearing of Patrons

For second hearing of patrons, Mr. White asked if there were any patrons in attendance who wished to be heard. Patron, Mr. Pogue addressed the Board regarding the building projects. He questioned revenue and expenses. He asked, if the expense of the projects are going to increase the revenue by bringing more students to North White. He addressed that Mr. Cook doesn't have enough staff to clean what we have and North White cannot provide competitive wages for everybody.

Terrie Brown, NWMS teacher, spoke on the Statewide Red for Ed Walk-Ins. This is to show solidarity in asking the state to consider more school funding, it will be April 17 at 7:00 a.m.

Page 6
REGULAR MEETING
April 8, 2019

6. Superintendent Comments

Dr. Gremaux, stated we appreciate all of our staff each is a vital part of the team.

7. School Board Comments

Mr. Mattix stated that if anyone has questions, please contact a School Board Member.

Meeting adjourned at 8:35 p.m.

PRESIDENT

VICE PRESIDENT

SECRETARY

MEMBER

MEMBER

MEMBER

MEMBER

BOARD OF TRUSTEES
NORTH WHITE SCHOOL CORP.

NORTH WHITE SCHOOL CORPORATION
MONTHLY FINANCIAL REPORT
April 30, 2019

FLAGSTAR	\$516,945.23
ALLIANCE BANK	\$530,435.43
FIRST MERCHANTS	\$3,132,112.40
HOOSIERFUND	\$2,959,952.92
TOTAL ALL BANKS	\$7,139,445.98
EDUCATION FUND	<u>\$1,777,492.37</u>
DEBT SERVICE	<u>\$408,657.88</u>
PENSION FUNDS	<u>\$8,065.26</u>
OPERATIONS FUND	<u>\$1,241,845.57</u>
RAINY DAY FUND	<u>\$855,979.12</u>
CONSTRUCTION	<u>\$2,679,521.61</u>
TEXTBOOK RENTAL	<u>\$11,166.87</u>
LEVY EXCESS	<u>\$209.74</u>
TITLE I	<u>-\$58,941.42</u>
CAFETERIA	<u>\$141,621.77</u>
CLEARING	<u>\$49,981.85</u>
OTHER GRANTS	<u>\$10,106.77</u>
GIFTED/TALENTED	<u>\$13,738.59</u>
TOTAL ALL FUNDS	\$7,139,445.98

Education Fund Monthly Financial Summary

Month Ending:

4/30/2019

Summary of Expenses By Program

Program Name	% of EF Budget	2019 Appropriation	Expected 2019 Expenses	Year to Date EF Expenses	Balance
Instruction - Regular Programs	60.13%	\$3,866,880	\$3,024,312.12	\$1,063,893.83	\$ 2,802,986.17
Instruction-Special Programs	10.27%	\$660,600	\$463,198.00	\$122,746.00	\$ 537,854.00
Instruction-Summer School Program	0.33%	\$21,000	\$2,593.58	\$57.16	\$ 20,942.84
Instruction-Remediation Programs	1.42%	\$91,000	\$26,840.71	\$9,281.54	\$ 81,718.46
Instruction-Pymts to Govt Units/Transfer Tuition	4.12%	\$265,000	\$210,309.94	\$45,864.74	\$ 219,135.26
Instruction-Adult Education	0.02%	\$1,000	\$-	\$-	\$ 1,000.00
Support Services-Students	4.36%	\$280,700	\$242,703.05	\$88,020.23	\$ 192,679.77
Support Services-Instruction	2.16%	\$138,950	\$111,415.35	\$31,176.54	\$ 107,773.46
Support Services-School Administration	14.73%	\$947,450	\$585,339.03	\$197,183.87	\$ 750,266.13
Community Service Operations-Athletic Coaches	2.46%	\$158,500	\$136,073.16	\$35,084.45	\$ 123,415.55
Totals		\$6,431,080	\$4,802,784.94	\$1,593,308.36	\$ 4,837,771.64
Transfer Operations Portion of Basic Grant		0	\$876,000.00	\$145,889.30	\$ 145,828.07
Total Expenses		\$6,431,080	\$5,678,784.94	\$1,739,197.66	\$ 4,983,599.71

Avg. of 2017 & 2018

Summary of Expenses By Object

Object Name	% of EF Budget	2019 Appropriation	Expected 2019 Expenses	Year to Date EF Expenses	Balance
Personnel Services - Certified Salaries	51.60%	\$3,318,500	\$2,754,351.96	\$934,396.25	\$ 2,384,103.75
Personnel Services - Non-Certified Salaries	14.55%	\$935,500	\$548,054.36	\$189,109.46	\$ 746,390.54
Personnel Services - Substitutes	1.20%	\$77,000	\$48,503.00	\$16,064.80	\$ 60,935.20
Personnel Services - Benefits	25.79%	\$1,658,474	\$1,192,129.60	\$399,133.20	\$ 1,259,340.80
Purchased Professional/Technical Svcs	0.05%	\$3,000	\$137.50	\$0.00	\$ 3,000.00
Telephone	0.34%	\$22,000	\$10,307.64	\$3,317.09	\$ 18,682.91
Alternative Education	0.16%	\$10,000	\$-	\$0.00	\$ 10,000.00
Transfer Tuition	4.12%	\$265,000	\$210,309.94	\$45,864.74	\$ 219,135.26
Travel Expenses	0.21%	\$13,500	\$2,718.80	\$680.27	\$ 12,819.73
Supplies	1.65%	\$105,906	\$25,860.08	\$4,613.55	\$ 101,292.45
Library Books and Periodicals	0.28%	\$18,200	\$6,882.40	\$129.00	\$ 18,071.00
Dues & Fees	0.06%	\$4,000	\$3,529.28	\$0.00	\$ 4,000.00
Totals		\$6,431,080	\$4,802,784.94	\$1,593,308.36	\$ 4,837,771.64
Transfer from Education to Operations			\$876,000.00	\$145,889.30	\$ 145,828.07
Total Expenses		\$6,431,080.00	\$5,678,784.56	\$1,739,197.66	\$ 4,983,599.71

Avg. of 2017 & 2018

Education Fund Monthly Revenue Summary

Month Ending: 4/30/2019

Beginning Year Cash Balance \$1,674,540.81

Revenue Source	Estimated Revenue	Received Year to Date	Uncollected Balance	Adjustments	Expected Balance to Be Collected
Local Income Tax	\$57,957.36	\$35,277.00	\$ 22,680.36	\$	\$ 22,680.36
Transfer Tuition-Institution	0	\$0.00	-	\$	-
Interest on Investments	\$4,783.63	\$7,798.06	(3,014.43)	\$	\$ (3,014.43)
Student and Adult Fees - Misc.	\$4,951.42	\$34,768.95	-	\$	\$ -
Rentals	\$250.00	\$0.00	250.00	\$	\$ 250.00
Education License Plate	\$0.00	\$18.75	-	\$	\$ 18.75
Congressional Interest	\$460.00	\$230.00	230.00	\$	\$ 230.00
Basic Grant January December	\$5,650,323.17	\$1,764,056.46	\$ 3,886,266.71	\$	\$ 3,886,266.71
Summer School-State	\$6,271.50		6,271.50	\$	\$ 6,271.50
Rainy Day Fund Money					
Totals	\$5,724,997.08	\$1,842,149.22	\$ 3,882,847.86	\$ -	\$ 3,882,847.86

Summary of Rainy Day Fund		Summary of EF Year End Cash Balance	
Beginning Year Cash Balance	\$855,979	Beginning Year Cash Balance	\$1,674,540.81
Year to Date Receipts	\$ -	Estimated Exp for 2019 w/Encumbrances	\$5,678,784.94
Year to Date Expenses	\$ -	Estimated Revenue for 2019	\$5,724,997.08
Fund Balance	\$855,979	Estimated Year End Cash Balance	\$1,720,752.95

Operations Fund Monthly Financial Summary

Month Ending: 4/30/2019

Program Name	% of FF Budget	2019 Appropriation	Expected 2019 Expenses	Year to Date Of Expenses	Balance
Support Services - Instruction	3.56%	\$182,219.00	\$182,219.00	\$57,465.61	\$124,753.39
Support Services - General Admin	7.35%	\$376,600.00	\$376,600.00	\$98,437.91	\$278,162.09
Support Services - Business	1.89%	\$96,898.00	\$96,898.00	\$5,413.76	\$91,484.24
Support Services - Central	34.06%	\$1,744,615.00	\$1,744,615.00	\$313,120.38	\$1,431,494.62
Support Services - Transportation	31.47%	\$1,611,973.00	\$1,611,973.00	\$248,679.88	\$1,363,293.12
Fees and Purchase of Equipment	21.68%	\$1,110,345.00	\$1,110,345.00	\$127,805.35	\$982,539.65
Totals		\$5,122,650.00	\$5,122,650.00	\$850,922.89	\$4,271,727.11
Transfer Prior CPF Technology Exp to Education Fund		\$0.00	\$0.00	\$0.00	0
Total Expenses		\$5,122,650.00	\$5,122,650.00	\$850,922.89	\$4,271,727.11

Object Name	% of FF Budget	2019 Appropriation	Expected 2019 Expenses	Year to Date Of Expenses	Balance
Personnel Services-Certified Salaries	3.27%	\$167,300.00	\$167,300.00	\$58,327.02	\$108,972.98
Personnel Services-Non-Certified Salaries	20.82%	\$1,066,404.00	\$1,066,404.00	\$261,287.15	\$805,116.85
Personnel Services - Substitutes	0.02%	\$1,000.00	\$1,000.00	\$5,414.90	-\$4,414.90
Personnel Services - Benefits	12.04%	\$616,915.00	\$616,915.00	\$112,894.96	\$504,020.04
Purchased Professional/Technical Svcs	3.84%	\$196,800.00	\$196,800.00	\$35,935.43	\$160,864.57
Water & Sewage	0.85%	\$43,500.00	\$43,500.00	\$13,113.78	\$30,386.22
Trash Removal	0.28%	\$14,250.00	\$14,250.00	\$3,184.44	\$11,065.56
Cleaning Supplies	1.58%	\$81,000.00	\$81,000.00	\$29,167.86	\$51,832.14
Maintenance of Grounds	13.52%	\$692,418.00	\$692,418.00	\$40,326.68	\$652,091.32
Building Acq. & Emergency Allocations	2.46%	\$126,000.00	\$126,000.00	\$0.00	\$126,000.00
Insurance	1.67%	\$85,500.00	\$85,500.00	\$30,674.48	\$54,825.52
Telephone	0.23%	\$12,000.00	\$12,000.00	\$2,129.51	\$9,870.49
Legal Advertising	0.16%	\$8,000.00	\$8,000.00	\$2,410.63	\$5,589.37
Travel	0.35%	\$18,000.00	\$18,000.00	\$1,726.95	\$16,273.05
Supplies	4.05%	\$207,332.00	\$207,332.00	\$33,958.47	\$173,373.53
Tires & Repairs	0.16%	\$8,000.00	\$8,000.00	\$1,216.00	\$6,784.00
Fuel & Lubricants	5.45%	\$279,192.00	\$279,192.00	\$29,333.69	\$249,858.31
Purchased Service - Outside	0.20%	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
Gas & Electric	6.24%	\$319,597.00	\$319,597.00	\$87,653.17	\$231,943.83
Purchase of Equipment	10.92%	\$559,345.00	\$559,345.00	\$8,281.29	\$551,063.71
Purchase of Bus	5.79%	\$296,597.00	\$296,597.00	\$0.00	\$296,597.00
Purchase of Equipment - Computer Hardware	4.88%	\$250,000.00	\$250,000.00	\$85,682.56	\$164,317.44
Purchase of Equipment - Wireless	0.39%	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
Purchase of Equipment - Content	0.68%	\$35,000.00	\$35,000.00	\$5,016.00	\$29,984.00
Dues & Fees	0.08%	\$4,000.00	\$4,000.00	\$3,036.00	\$964.00
Bank Service Fees	0.09%	\$4,500.00	\$4,500.00	\$151.92	\$4,348.08
Totals		\$5,122,650.00	\$5,122,650.00	\$850,922.89	\$4,271,727.11
Transfer Prior CPF Technology Exp to Education Fund		\$0.00	\$0.00	\$0.00	0
Total Expenses		\$5,122,650.00	\$5,122,650.00	\$850,922.89	\$4,271,727.11

Operations Fund Monthly Revenue Summary

Month Ending: 4/30/2019

Beginning Year Cash Balance \$1,873,561.00

Revenue Source	Estimated Revenue	Received Year to Date	Uncollected Balance	Adjustments	Expected Balance to Be Collected
Local Income Tax			\$ -		\$ -
Local Property Tax	\$2,188,927.00		\$2,188,927.00		\$2,188,927.00
License Excise Tax	\$162,213.00		\$162,213.00		\$162,213.00
Commercial Vehicle Excise Tax	\$11,610.00		\$11,610.00		\$11,610.00
Financial Institute Tax	\$12,415.00		\$12,415.00		\$12,415.00
Interest on Investments			\$ -		\$ -
Rental of Property			\$ -		\$ -
Indirect Food Service Costs			\$ -		\$ -
Miscellaneous	\$10,000.00	\$418.57	\$9,581.43		\$9,581.43
Fees for Credit Card Processing			\$ -		\$ -
Congressional Interest			\$ -		\$ -
Transfer from Ed Fund for Basic Grant %	\$961,508.00	\$145,889.30	\$815,618.70		\$815,618.70
Rainy Day Fund Money			\$ -		\$ -
Totals	\$3,346,673.00	\$146,307.87	\$3,200,365.13	\$ -	\$3,200,365.13

Summary of Rainy Day Fund

Beginning Year Cash Balance	\$855,979.00
Year to Date Receipts	\$0.00
Year to Date Expenses	\$0.00
Fund Balance	\$855,979.00

Summary of GF Year End Cash Balance

Beginning Year Cash Balance	\$1,873,561.00
Estimated Exp for 2019 w/Encumbrances	\$2,773,844.87
Estimated Revenue for 2019	\$3,346,673.00
Estimated Year End Cash Balance	\$2,446,389.13

North White School Corporation

Cash Flow Forecast - Operation Fund

	January	February	March	April	May	June	July	August	September	October	November	December	Actual Totals
SUMMARY													
Beginning Cash Balance	\$1,873,561.12	\$1,873,561.12	\$1,668,611.68	\$1,531,933.50	\$1,381,641.72								
Revenue/Transfers In	\$3,346,673.00	\$72,899.47	\$72,928.60	\$73,379.27	\$73,379.27								\$3,346,673.00
Expenditures/Transfers Out	\$2,773,844.87	\$204,949.44	\$209,577.65	\$223,220.38	\$218,049.27								\$2,773,844.87
Ending Cash Balance	\$2,446,389.25	\$1,668,611.68	\$1,531,933.50	\$1,381,641.72	\$1,236,971.72								\$2,446,389.25
	\$572,828.13	-\$204,949.44	-\$136,678.18	-\$150,291.78	-\$144,670.00								
REVENUE													
Budget	\$12,415.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
Financial Institutions Tax	\$162,213.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
License Excise Tax	\$11,610.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
CVET	\$10,000.00	\$0.00	\$0.00	\$0.00	\$418.57								\$418.57
Miscellaneous	\$961,508.00	\$0.00	\$72,899.47	\$72,928.60	\$72,960.70								\$218,788.77
Transfer from Education to Operat	\$2,188,927.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
Local Property Tax													\$0.00
TOTAL REVENUE	\$3,346,673.00	\$0.00	\$72,899.47	\$72,928.60	\$73,379.27								\$219,207.34

	Budget												
EXPENDITURES													
Former General Fund:													
23000 - Support Services - Genera	\$319,126.63	\$22,614.98	\$27,422.85	\$27,396.51	\$22,211.74								\$99,646.08
25000 - Support Services - Busine	\$15,215.47	\$1,129.25	\$1,629.10	\$2,322.94	\$326.47								\$5,407.76
26100 - Direction of Central Supp	\$364,067.30	\$23,227.37	\$28,506.93	\$36,015.33	\$22,807.15								\$110,556.78
Former Capital Projects Fund:													
22000 - Support Services - Instruc	\$164,067.56	\$12,621.54	\$14,081.83	\$18,838.37	\$12,617.26								\$56,159.00
26200 - Utilities	\$228,473.75	\$36,672.77	\$30,026.61	\$30,552.76	\$35,679.28								\$132,931.40
26300 - Maintenance of Grounds	\$55,185.24	\$67.99	\$580.06	\$2,228.97	\$4,537.79								\$7,414.81
26400 - Maintenance of Equipmen	\$224,902.70	\$8,705.57	\$8,950.21	\$6,091.62	\$9,329.09								\$33,076.49
26700 - Insurance	\$49,315.40	\$0.00	\$30,674.48	\$0.00	\$0.00								\$30,674.48
43000 - Professional Services	\$96,634.63	\$4,455.00	\$6,550.50	\$9,405.00	\$6,415.00								\$28,825.50
45100 - Building Acq. and Constr	\$70,483.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
46000 - Purchase of Movable Equ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
47000 - Purchase of Equipment	\$331,206.26	\$51,949.95	\$7,398.18	\$8,671.79	\$30,759.93								\$98,979.85
Former Transportation Fund:													
26500 - Statistical Services	\$392.36	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
27010 - Service Area Direction	\$87,347.81	\$7,890.35	\$8,169.47	\$11,923.66	\$7,934.64								\$35,918.12
27100 - Vehicle Operation	\$442,443.88	\$33,176.41	\$35,613.06	\$51,402.74	\$35,260.75								\$155,452.96
27300 - Vehicle Servicing and Mai	\$131,035.88	\$2,438.26	\$9,974.37	\$18,170.69	\$28,170.19								\$56,753.51
27500 - Insurance on Buses	\$12,857.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
27700 - Contracted Trans. Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
Former Bus Replacement Fund:													
27400 - Purchase of School Buses	\$171,070.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
TOTAL EXPENDITURES	\$2,773,844.87	\$204,949.44	\$209,577.65	\$223,220.38	\$218,049.27								\$855,796.74

Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
04/05/2019		11127222	9785	M.A.S.E. INSURANCE TRUST	0101	\$42,221.91		60726	10	MEDICAL & LIFE PREM. - APRI
04/05/2019		11127222	9785	M.A.S.E. INSURANCE TRUST	0300	\$15,132.95		60726	10	MEDICAL & LIFE PREM. - APRI
04/05/2019		11127222	9785	M.A.S.E. INSURANCE TRUST	0800	\$1,845.10		60726	10	MEDICAL & LIFE PREM. - APRI
04/05/2019		11127222	9785	M.A.S.E. INSURANCE TRUST	2705	\$6.50		60726	10	MEDICAL & LIFE PREM. - APRI
04/05/2019		11127222	9785	M.A.S.E. INSURANCE TRUST	3712	\$658.10		60726	10	MEDICAL & LIFE PREM. - APRI
04/05/2019		11127222	9785	M.A.S.E. INSURANCE TRUST	4170	\$3,133.50		60726	10	MEDICAL & LIFE PREM. - APRI
04/08/2019		11127222	11854	NORTH WHITE SCHOOL TRUST	*0928	\$13,635.29	\$76,633.35	60726	10	MEDICAL & LIFE PREM. - APRI
04/08/2019		11127226	109874	CLERK OF COURT/BENTON COUNTY	*0962	\$177,000.00	\$177,000.00	60727	10	BANK TRANSFER FOR PR 4/12/19
04/08/2019		11127227	108784	FIRST TRUST CREDIT UNION	*0942	\$50.00	\$50.00	60728	10	GARNISHMENT FOR PR 4/12/19
04/08/2019		11127228	109999	FLAGSTAR	*0921	\$45,576.54	\$645.00	60729	10	PR DEDUCTS FOR PR 4/12/19
04/08/2019		11127229	109999	FLAGSTAR	0101	\$1,701.48	\$14,576.54	1	20	FEDERAL TAXES FOR PR 4/12/19
04/08/2019		11127229	109999	FLAGSTAR	0300	\$1,964.46		1	20	NON-CERT. FICA FOR PR 4/12/19
04/08/2019		11127229	109999	FLAGSTAR	0800	\$319.75		1	20	NON-CERT. FICA FOR PR 4/12/19
04/08/2019		11127229	109999	FLAGSTAR	2705	\$130.94		1	20	NON-CERT. FICA FOR PR 4/12/19
04/08/2019		11127229	109999	FLAGSTAR	3712	\$76.82		1	20	NON-CERT. FICA FOR PR 4/12/19
04/08/2019		11127229	109999	FLAGSTAR	4170	\$56.31		1	20	NON-CERT. FICA FOR PR 4/12/19
04/08/2019		11127229	109999	FLAGSTAR	*0923	\$4,249.75	\$8,499.51	1	20	NON-CERT. FICA FOR PR 4/12/19
04/08/2019		11127230	109999	FLAGSTAR	0101	\$7,588.33		1	20	CERT. FICA FOR PR 4/12/19
04/08/2019		11127230	109999	FLAGSTAR	0300	\$486.03		1	20	CERT. FICA FOR PR 4/12/19
04/08/2019		11127230	109999	FLAGSTAR	4170	\$554.54		1	20	CERT. FICA FOR PR 4/12/19
04/08/2019		11127230	109999	FLAGSTAR	6871	\$50.89		1	20	CERT. FICA FOR PR 4/12/19
04/08/2019		11127230	109999	FLAGSTAR	*0922	\$8,679.80	\$17,359.59	1	20	CERT. FICA FOR PR 4/12/19
04/09/2019		11127232	12885	PUB.EMPLOYEE RETIRE.FUND	0101	\$583.47		1	10	PERF FOR PR 4/12/19
04/09/2019		11127232	12885	PUB.EMPLOYEE RETIRE.FUND	0300	\$1,585.06		1	10	PERF FOR PR 4/12/19
04/09/2019		11127232	12885	PUB.EMPLOYEE RETIRE.FUND	0800	\$108.47		1	10	PERF FOR PR 4/12/19
04/09/2019		11127232	12885	PUB.EMPLOYEE RETIRE.FUND	*0927	\$617.77	\$2,894.77	1	10	PERF FOR PR 4/12/19
04/09/2019		11127233	7725	IND ST TEACHERS' RETIRE.	0101	\$9,941.27		1	10	TRF FOR PR 4/12/19
04/09/2019		11127233	7725	IND ST TEACHERS' RETIRE.	0300	\$426.06	\$10,367.33	1	10	TRF FOR PR 4/12/19
04/10/2019		11127234	109991	Sarah F. Mahurt, Ph.D.	6881	\$4,400.00	\$4,400.00	60730	10	(4) PD'S FOR NWES FEB/MAR, 2
04/10/2019		11127235	109991	Sarah F. Mahurt, Ph.D.	6841	\$2,200.00	\$2,200.00	60731	10	2 DAYS PD - LITERACY FOCUS
04/10/2019		11127236	109378	TOTALFUNDS	0300	\$150.00	\$150.00	60732	10	C/O POSTAGE REFILL
04/10/2019		11127237	109295	MAILFINANCE	0300	\$334.47	\$334.47	60733	10	C/O POSTAGE METER LEASE
04/10/2019		11127238	99915	COPIERS PLUS, INC.	0300	\$309.20	\$309.20	60734	10	COPIERS NWES-HALIMWAY & NWSC
04/11/2019		11127239	109953	WITHAM TOXICOLOGY LABORATORY	2980	\$251.00	\$251.00	60735	10	FEB 2019 STUDENT DRUG PANEL
04/11/2019		11127240	109803	PURDUE UNIVERSITY	3028	\$509.18		60736	10	PURDUE CLEAR PD FEB. 12, NW
04/12/2019		11127224	1	PAYROLL	6841	\$2,130.82	\$2,640.00	60736	10	PURDUE CLEAR PD FEB. 12, NW
04/12/2019		11127224	1	PAYROLL	0101	\$126,963.51		0	20	Gross Payroll 04/12/2019
04/12/2019		11127224	1	PAYROLL	0300	\$33,216.23		0	20	Gross Payroll 04/12/2019
04/12/2019		11127224	1	PAYROLL	0800	\$4,276.05		0	20	Gross Payroll 04/12/2019
04/12/2019		11127224	1	PAYROLL	2705	\$1,711.54		0	20	Gross Payroll 04/12/2019
04/12/2019		11127224	1	PAYROLL	3712	\$1,045.55		0	20	Gross Payroll 04/12/2019
04/12/2019		11127224	1	PAYROLL	4170	\$8,122.46		0	20	Gross Payroll 04/12/2019
04/12/2019		11127224	1	PAYROLL	6871	\$705.00	\$176,040.34	0	20	Gross Payroll 04/12/2019
04/12/2019		11127241	109835	Grapecity, Inc	6881	\$9,270.00	\$9,270.00	60737	10	GRAPE SEED 3 YEAR SUBSCRIPT
04/12/2019		11127242	100248	CHASE CARD SERVICES	0300	\$15.00	\$15.00	60738	10	CREDIT CARD
04/16/2019		11127243	108301	BUSINESS SERVICES	0101	\$49.74		60739	10	LONG DISTANCE - ALL BUILDIN
04/16/2019		11127243	108301	BUSINESS SERVICES	0300	\$6.55	\$56.29	60739	10	LONG DISTANCE - ALL BUILDIN
04/17/2019		11127244	109259	Connections Education LLC	0300	\$8,985.00	\$8,985.00	60740	10	GRADPOINT-4/24/19-4/23/20
04/19/2019		11127245	110018	S&P GLOBAL RATINGS	0700	\$11,500.00	\$11,500.00	60741	10	RATING FOR BONDS

Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
04/22/2019		11127247	11854	NORTH WHITE SCHOOL CORP.	*0962	\$192,000.00	\$192,000.00	60742	10	BANK TRANSFER FOR PR 4/27/19
04/22/2019		11127248	108784	FIRST TRUST CREDIT UNION	*0942	\$645.00	\$645.00	60743	10	PR DEDUCTS FOR 4/27/19
04/22/2019		11127249	109874	CLERK OF COURT/BENTON COUNTY	*0958	\$50.00	\$50.00	60744	10	GARNISHMENT FOR PR 4/27/19
04/22/2019		11127250	109999	FLAGSSTAR	*0921	\$15,769.17	\$15,769.17	1	20	FED. TAXES FOR PR 4/27/19
04/22/2019		11127251	109999	FLAGSSTAR	0101	\$7,625.10		1	20	CERT. FICA FOR PR 4/27/19
04/22/2019		11127251	109999	FLAGSSTAR	0300	\$489.55		1	20	CERT. FICA FOR PR 4/27/19
04/22/2019		11127251	109999	FLAGSSTAR	3151	\$44.95		1	20	CERT. FICA FOR PR 4/27/19
04/22/2019		11127251	109999	FLAGSSTAR	4170	\$554.78		1	20	CERT. FICA FOR PR 4/27/19
04/22/2019		11127251	109999	FLAGSSTAR	6871	\$103.40		1	20	CERT. FICA FOR PR 4/27/19
04/22/2019		11127251	109999	FLAGSSTAR	*0922	\$8,817.76	\$17,635.54	1	20	CERT. FICA FOR PR 4/27/19
04/22/2019		11127252	109999	FLAGSSTAR	0101	\$1,837.47		1	20	NON-CERT. FICA FOR PR 4/27/19
04/22/2019		11127252	109999	FLAGSSTAR	0300	\$2,380.46		1	20	NON-CERT. FICA FOR PR 4/27/19
04/22/2019		11127252	109999	FLAGSSTAR	0800	\$579.14		1	20	NON-CERT. FICA FOR PR 4/27/19
04/22/2019		11127252	109999	FLAGSSTAR	2705	\$130.94		1	20	NON-CERT. FICA FOR PR 4/27/19
04/22/2019		11127252	109999	FLAGSSTAR	3151	\$40.56		1	20	NON-CERT. FICA FOR PR 4/27/19
04/22/2019		11127252	109999	FLAGSSTAR	3712	\$155.34		1	20	NON-CERT. FICA FOR PR 4/27/19
04/22/2019		11127252	109999	FLAGSSTAR	4170	\$113.80		1	20	NON-CERT. FICA FOR PR 4/27/19
04/22/2019		11127252	109999	FLAGSSTAR	*0923	\$5,237.70	\$10,475.41	1	20	NON-CERT. FICA FOR PR 4/27/19
04/26/2019		11127246	1	PAYROLL	0101	\$129,375.46		0	20	GROSS PAYROLL 04/26/2019
04/26/2019		11127246	1	PAYROLL	0300	\$38,774.19		0	20	GROSS PAYROLL 04/26/2019
04/26/2019		11127246	1	PAYROLL	0800	\$7,751.11		0	20	GROSS PAYROLL 04/26/2019
04/26/2019		11127246	1	PAYROLL	2705	\$1,711.54		0	20	GROSS PAYROLL 04/26/2019
04/26/2019		11127246	1	PAYROLL	3151	\$1,189.50		0	20	GROSS PAYROLL 04/26/2019
04/26/2019		11127246	1	PAYROLL	3712	\$2,072.19		0	20	GROSS PAYROLL 04/26/2019
04/26/2019		11127246	1	PAYROLL	4170	\$8,898.89		0	20	GROSS PAYROLL 04/26/2019
04/26/2019		11127246	1	PAYROLL	6871	\$1,410.00	\$191,182.88	0	20	GROSS PAYROLL 04/26/2019
04/26/2019		11127253	7725	IND ST TEACHERS' RETIRE.	0101	\$10,096.33		1	10	TRF PAYMENT FOR PR 4/26/19
04/26/2019		11127253	7725	IND ST TEACHERS' RETIRE.	0300	\$426.06	\$10,522.39	1	10	TRF PAYMENT FOR PR 4/26/19
04/26/2019		11127254	12885	PUB.EMPLOYEE RETIRE.FUND	0101	\$583.47		1	10	PERF for PR 4/26/19
04/26/2019		11127254	12885	PUB.EMPLOYEE RETIRE.FUND	0300	\$1,702.09		1	10	PERF for PR 4/26/19
04/26/2019		11127254	12885	PUB.EMPLOYEE RETIRE.FUND	0800	\$221.06		1	10	PERF for PR 4/26/19
04/26/2019		11127254	12885	PUB.EMPLOYEE RETIRE.FUND	*0927	\$679.26	\$3,185.88	1	10	PERF for PR 4/26/19
04/26/2019		11127255	108329	VALID	0300	\$416.67		60745	10	PR DEDUCTS/GRENAUX - 4/26/19
04/26/2019		11127255	108329	VALID	*0938	\$1,396.00	\$1,812.67	60745	10	PR DEDUCTS/GRENAUX - 4/26/19
04/26/2019		11127256	108789	MET LIFE	*0936	\$2,267.98	\$2,267.98	60746	10	PR DEDUCTS FOR APRIL
04/26/2019		11127257	109522	HEALTH SERVICES ADMINISTRATI	*0939	\$908.30	\$908.30	60747	10	PR DEDUCTS FOR APRIL
04/26/2019		11127258	108787	AMERICAN FIDELITY	*0953	\$825.43	\$825.43	60748	10	MEDICAL RETMB. DEDUCTS
04/26/2019		11127259	108787	AMERICAN FIDELITY	*0949	\$1,606.54		60749	10	PR DEDUCTS FOR APRIL
04/26/2019		11127259	108787	AMERICAN FIDELITY	*0950	\$59.03		60749	10	PR DEDUCTS FOR APRIL
04/26/2019		11127259	108787	AMERICAN FIDELITY	*0951	\$883.42		60749	10	PR DEDUCTS FOR APRIL
04/26/2019		11127259	108787	AMERICAN FIDELITY	*0952	\$2,413.01		60749	10	PR DEDUCTS FOR APRIL
04/26/2019		11127259	108787	AMERICAN FIDELITY	*0955	\$293.99		60749	10	PR DEDUCTS FOR APRIL
04/26/2019		11127259	108787	AMERICAN FIDELITY	*0959	\$952.82	\$6,208.81	60749	10	PR DEDUCTS FOR APRIL
04/29/2019		11127260	109257	VISION SERVICE PLAN (CT)	0101	\$764.42		60750	10	VISION PREM.
04/29/2019		11127260	109257	VISION SERVICE PLAN (CT)	0300	\$255.36		60750	10	VISION PREM.
04/29/2019		11127260	109257	VISION SERVICE PLAN (CT)	0800	\$31.92		60750	10	VISION PREM.
04/29/2019		11127260	109257	VISION SERVICE PLAN (CT)	*0941	\$422.66	\$1,474.36	60750	10	VISION PREM.
04/29/2019		11127261	108788	EQUITABLE ASSURANCE	*0933	\$803.50	\$803.50	60751	10	PR DEDUCTS FOR APRIL
04/30/2019		11127262	108817	HORACE MANN ANNUITIES	*0937	\$400.00	\$400.00	60752	10	PR DEDUCTS FOR APRIL
04/30/2019		11127263	109358	HUMANA	*0943	\$1,809.26	\$1,809.26	60753	10	PR DEDUCTS FOR DENTAL

Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
04/30/2019		11127264	108790	TEXAS LIFE	*0946	\$355.12	\$355.12	60754	10	PR DEDUCTS FOR APRIL
04/30/2019		11127265	108793	INDIANA DEPT. OF REVENUE	*0924	\$11,198.82			20	STATE & COUNTY TAX-APRIL
04/30/2019		11127265	108793	INDIANA DEPT. OF REVENUE	*0925	\$7,472.94	\$18,671.76	1	20	STATE & COUNTY TAX-APRIL
05/03/2019		11127266	9785	M.A.S.E. INSURANCE TRUST	0101	\$42,221.91			10	MEDICAL & LIFE INS. PREM.
05/03/2019		11127266	9785	M.A.S.E. INSURANCE TRUST	0300	\$15,132.95			10	MEDICAL & LIFE INS. PREM.
05/03/2019		11127266	9785	M.A.S.E. INSURANCE TRUST	0800	\$1,845.10			10	MEDICAL & LIFE INS. PREM.
05/03/2019		11127266	9785	M.A.S.E. INSURANCE TRUST	2705	\$6.50			10	MEDICAL & LIFE INS. PREM.
05/03/2019		11127266	9785	M.A.S.E. INSURANCE TRUST	3712	\$658.10			10	MEDICAL & LIFE INS. PREM.
05/03/2019		11127266	9785	M.A.S.E. INSURANCE TRUST	4170	\$3,133.50			10	MEDICAL & LIFE INS. PREM.
05/03/2019		11127266	9785	M.A.S.E. INSURANCE TRUST	*0928	\$13,635.29	\$76,633.35	60755	10	MEDICAL & LIFE INS. PREM.
05/06/2019		11127268	109874	CLERK OF COURT/BENLTON COUNTY	*0958	\$50.00	\$50.00	60756	10	GARNISHMENT FOR PR 5/10/19
05/06/2019		11127269	108784	FIRST TRUST CREDIT UNION	*0942	\$645.00	\$645.00	60757	10	PR DEDUCTS FOR PR 5/10/19
05/06/2019		11127270	11854	NORTH WHITE SCHOOL CORP.	*0921	\$189,000.00	\$189,000.00	60758	10	BANK TRANSFER FOR PR 5/10/19
05/06/2019		11127271	109999	FLAGSTAR	*0922	\$15,353.87	\$15,353.87	1	20	FEDERAL TAXES FOR PR 5/10/19
05/06/2019		11127272	109999	FLAGSTAR	0101	\$7,652.02			20	CERT. FICA FOR PR 5/10/19
05/06/2019		11127272	109999	FLAGSTAR	0300	\$489.37			20	CERT. FICA FOR PR 5/10/19
05/06/2019		11127272	109999	FLAGSTAR	3151	\$23.54			20	CERT. FICA FOR PR 5/10/19
05/06/2019		11127272	109999	FLAGSTAR	4170	\$554.44			20	CERT. FICA FOR PR 5/10/19
05/06/2019		11127272	109999	FLAGSTAR	6871	\$20.60			20	CERT. FICA FOR PR 5/10/19
05/06/2019		11127272	109999	FLAGSTAR	*0922	\$8,739.97	\$17,479.94	1	20	CERT. FICA FOR PR 5/10/19
05/06/2019		11127273	109999	FLAGSTAR	0101	\$1,760.47			20	NON-CERT. FICA FOR PR 5/10/19
05/06/2019		11127273	109999	FLAGSTAR	0300	\$2,357.14			20	NON-CERT. FICA FOR PR 5/10/19
05/06/2019		11127273	109999	FLAGSTAR	0800	\$593.63			20	NON-CERT. FICA FOR PR 5/10/19
05/06/2019		11127273	109999	FLAGSTAR	2705	\$130.94			20	NON-CERT. FICA FOR PR 5/10/19
05/06/2019		11127273	109999	FLAGSTAR	3712	\$156.82			20	NON-CERT. FICA FOR PR 5/10/19
05/06/2019		11127273	109999	FLAGSTAR	4170	\$105.77			20	NON-CERT. FICA FOR PR 5/10/19
05/06/2019		11127273	109999	FLAGSTAR	*0923	\$5,104.85	\$10,209.62	1	20	NON-CERT. FICA FOR PR 5/10/19
05/06/2019		11127274	7725	IND ST TEACHERS' RETIRE.	0101	\$9,998.57			20	TRF FOR PR 5/10/2019
05/06/2019		11127274	7725	IND ST TEACHERS' RETIRE.	0300	\$426.06	\$10,424.63	1	20	TRF FOR PR 5/10/2019
05/06/2019		11127275	12885	PUB.EMPLOYEE RETIRE.FUND	0101	\$592.01			20	PERF FOR PR 5/10/19
05/06/2019		11127275	12885	PUB.EMPLOYEE RETIRE.FUND	0300	\$1,647.95			20	PERF FOR PR 5/10/19
05/06/2019		11127275	12885	PUB.EMPLOYEE RETIRE.FUND	0800	\$220.81			20	PERF FOR PR 5/10/19
05/06/2019		11127275	12885	PUB.EMPLOYEE RETIRE.FUND	*0927	\$666.98	\$3,127.75	1	20	PERF FOR PR 5/10/19
05/07/2019		11127276	2750	A. E. BOYCE COMPANY, INC.	0300	\$524.49	\$524.49	60759	10	PO,APV,& MILEAGE FORMS
05/07/2019		11127277	109969	ALETA CLARK	0800	\$23.76			10	FOOD
05/07/2019		11127278	109969	ALETA CLARK	0800	\$73.08	\$23.76	60760	10	MILEAGE - CLARK
05/07/2019		11127279	109940	ANDREE LAVIGNETTE	0101	\$206.62	\$73.08	60761	10	REIMB. FOR ART SUPPLIES
05/07/2019		11127280	108348	CENTRAL IND. EDUCATION.SBR.CT	0101	\$550.00	\$206.62	60762	10	INDIANA ONLINE
05/07/2019		11127281	109575	COOPERATIVE SCHOOL SERVICES	0101	\$17,500.00	\$550.00	60763	10	18/19 SPEC. ED. SECOND SEM.
05/07/2019		11127282	109338	ENA SERVICES, LLC	3720	\$460.00	\$17,500.00	60764	10	HS INTERNET 4/1/19-4/30/19
05/07/2019		11127283	109990	Elizabeth Dean	0101	\$37.12	\$460.00	60765	10	MILEAGE - DEAN
05/07/2019		11127284	109990	Elizabeth Dean	3712	\$110.20	\$37.12	60766	10	MILEAGE - DEAN
05/07/2019		11127285	109679	GO SOLUTIONS GROUP INC.	6460	\$44.80	\$110.20	60767	10	MILEAGE-DEAN
05/07/2019		11127286	99915	COPIERS PLUS, INC.	0300	\$240.00	\$44.80	60768	10	CLAIM GEN. & PROCESSING
05/07/2019		11127287	109941	EQUITABLE EDUCATION SOLUTION	5840	\$5,250.00	\$240.00	60769	10	staples for xerox copiers m
05/07/2019		11127288	108936	AWARDS AMERICA, INC.	0101	\$321.00	\$5,250.00	60770	10	Equitable Ed. Solutions NWE
05/07/2019		11127289	109088	HERMITAGE ART	0101	\$35.84	\$321.00	60771	10	ACADEMIC HONORS LETTERS & #
05/07/2019		11127290	109467	HOOSIER MEDIA GROUP LLC	0300	\$33.00	\$35.84	60772	10	ACADEMIC HONORS PROGRAM COV
05/07/2019		11127291	109447	IACAC	0101	\$50.00	\$33.00	60773	10	SUBSCRIPTION NEWSREVIEW
05/07/2019		11127292	7565	ICC BUSINESS PRODUCTS	0300	\$407.00	\$50.00	60774	10	MEMBERSHIP RENEWAL-NWHS
							\$407.00	60775	10	NWES & NWHS FAX MACHINE

Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
05/07/2019		11127341	108801	CENTRAL SUPPLY COMPANY, INC.	0300	\$54.79	\$54.79	60824	10	MAINT. SUPPLY
05/07/2019		11127342	9850	CINTAS LOCATION #366	0300	\$465.97	\$465.97	60825	10	SHOP TOWELS/MATS
05/07/2019		11127343	4900	DYE LUMBER COMPANY	0300	\$41.62	\$41.62	60826	10	MAINT. SUPPLY
05/07/2019		11127344	108355	DYE LUMBER MONTICELLO	0300	\$79.95	\$79.95	60827	10	MAINT. SUPPLY
05/07/2019		11127345	5075	ECOLAB INC.	0300	\$770.35	\$770.35	60828	10	JANITORIAL
05/07/2019		11127346	109719	FARNEY'S SERVICE CENTER	0300	\$225.00	\$225.00	60829	10	TOW BUS
05/07/2019		11127347	100156	FASTENAL INDUSTRIAL	0300	\$99.92	\$99.92	60830	10	MAINT. SUPPLY
05/07/2019		11127348	109362	FULLER ENGINEERING CO. LLC	0300	\$4,100.00	\$4,100.00	60831	10	MAINT. PART
05/07/2019		11127349	109496	GREEN LIGHT LAWN CARE, INC	0300	\$900.00	\$900.00	60832	10	MOWING
05/07/2019		11127350	109467	HOOSIER MEDIA GROUP LLC	0300	\$16.48	\$16.48	60833	10	LEGAL ADV. NOTICE OF HEARIN
05/07/2019		11127351	13850	J.H. SAYLOR COMPANY, INC	0300	\$1,033.78	\$1,033.78	60834	10	JANITORIAL
05/07/2019		11127352	109201	KANKAKEE VALLEY PUBLISHING, d	0300	\$284.26	\$284.26	60835	10	LEGAL ADV.
05/07/2019		11127353	9050	LAFAYETTE GLASS COMPANY	0300	\$296.40	\$296.40	60836	10	REPAIR WINDOW - MINI BUS
05/07/2019		11127354	109162	LEFFERT STONE COMPANY	0300	\$140.00	\$140.00	60837	10	MOUND CLAY FOR ATH. COMPLEX
05/07/2019		11127355	10950	MULHAUPT'S INC	0300	\$105.00	\$105.00	60838	10	MONTHLY MONITORING FEE
05/07/2019		11127356	10950	MULHAUPT'S INC	3270	\$38,663.50	\$38,663.50	60839	10	CAMERAS FROM SAFETY GRANT
05/07/2019		11127357	11800	NIPSCO	0300	\$17,578.14	\$17,578.14	60840	10	GAS & ELECTRIC
05/07/2019		11127358	99115	OPEN CONTROL SYSTEMS	0300	\$180.00	\$180.00	60841	10	SEMI-ANNUAL ALARM MONITORIN
05/07/2019		11127359	110007	PACKAGING SYSTEMS	0300	\$292.24	\$292.24	60842	10	JANITORIAL
05/07/2019		11127360	12550	PIONEER MANUFACTURING CO	0300	\$492.00	\$492.00	60843	10	FIELD PAINT
05/07/2019		11127361	11200	POMP'S TIRE SERVICE, INC	0300	\$701.98	\$701.98	60844	10	NEW TIRES - BUS
05/07/2019		11127362	99802	QUILL CORPORATION	0300	\$374.79	\$374.79	60845	10	C/O SUPPLIES
05/07/2019		11127363	108460	RACHAEL R. CONN	0300	\$407.16	\$407.16	60846	10	MILEAGE - CONN
05/07/2019		11127364	15000	STANDARD AUTO PARTS - MONON	0300	\$285.09	\$285.09	60847	10	TRANS. SUPPLY
05/07/2019		11127365	109678	SUNBELT RENTALS	0300	\$465.20	\$465.20	60848	10	SCISSOR LIFT RENTAL
05/07/2019		11127366	109924	SUPERIOR PEST MANAGEMENT	0300	\$2,100.00	\$2,100.00	60849	10	MONTHLY SERVICE 11/18-3/19
05/07/2019		11127367	16250	TWIN LAKES REFRIGERATION	0800	\$495.75	\$495.75	60850	10	REPAIR TO WALK-IN @ HS
05/07/2019		11127368	108376	UPS	0300	\$12.04	\$12.04	60851	10	SHIPPING FEES
05/07/2019		11127369	99834	WASTE MANAGEMENT	0300	\$1,525.60	\$1,525.60	60852	10	TRASH REMOVAL
05/07/2019		11127370	17660	WIERS INTERNATIONAL	0300	\$2,032.46	\$2,032.46	60853	10	REPAIR BUS
05/08/2019		11127371	108708	ICE MILLER LLP	0700	\$20,970.75	\$20,970.75	60854	10	SERVICES RENDERED-SOLAR
05/08/2019		11127372	109775	WELLS FARGO BANK	0200	\$340,360.00	\$340,360.00	60855	10	GO BOND 2015 JUNE PAYMENT
05/08/2019		11127373	16155	TREASURER OF WHITE CO.	0200	\$26.00	\$26.00	60856	10	TAXES-DITCH BILLING-1ST&2ND
05/08/2019		11127374	110022	HUNTINGTON NATIONAL BANK	0700	\$500.00	\$500.00	60857	10	ADMIN FEE-GO BOND-SOLAR
05/08/2019		11127375	100248	CHASE CARD SERVICES	0300	\$15.00	\$15.00	60858	10	CREDIT CARD BILLING
05/08/2019		11127375	100248	CHASE CARD SERVICES	6841	\$73.00	\$73.00	60858	10	CREDIT CARD BILLING
05/08/2019		11127376	108789	MET LIFE	0101	\$1,688.36	\$1,688.36	60859	10	401(A) CONTRIBUTIONS
05/08/2019		11127377	108329	VALIC	0101	\$84.07	\$84.07	60860	10	401(A) CONTRIBUTIONS-ADMIN
05/08/2019		11127377	108329	VALIC	0300	\$172.50	\$172.50	60860	10	401(A) CONTRIBUTIONS-ADMIN
05/08/2019		11127378	99915	COPERS PLUS, INC.	0300	\$309.20	\$309.20	60861	10	CONTRACT FOR NWES(HALL) & N
05/08/2019		11127379	108301	BUSINESS SERVICES	0101	\$60.27	\$60.27	60862	10	LONG DISTANCE - ALL BLDGS.
05/08/2019		11127379	108301	BUSINESS SERVICES	0300	\$5.63	\$5.63	60862	10	LONG DISTANCE - ALL BLDGS.
05/08/2019		11127380	109272	PRAIRIE FARMS DAIRY	0800	\$3,558.85	\$3,558.85	60863	10	MILK DELIVERY-APRIL
05/08/2019		11127381	109969	ALETA CLARK	0800	\$186.04	\$186.04	60864	10	MILEAGE-CLARK
05/08/2019		11127382	6249	GORDON FOOD SERVICE, INC.	0800	\$9,975.12	\$9,975.12	60865	10	FOOD - M-HS
05/08/2019		11127383	109445	PERFECTION BAKERIES, INC.	0800	\$289.50	\$289.50	60866	10	FOOD - M-HS
05/08/2019		11127384	6249	GORDON FOOD SERVICE, INC.	0800	\$6,923.52	\$6,923.52	60867	10	FOOD - ELEM.
05/08/2019		11127385	109445	PERFECTION BAKERIES, INC.	0800	\$244.83	\$244.83	60868	10	FOOD - ELEM.

Totals for 161 Vouchers \$1,869,981.41 \$1,869,981.41

Totals by Fund		
0101.00	EDUCATION FUND	\$445,001.96
0200.00	DEBT SERVICE	\$340,386.00
0300.00	OPERATIONS FUND	\$192,531.86
0700.00	CONSTRUCTION FUND	\$11,500.00
0700.19	Construction Solar - 2019	\$21,470.75
0800.00	CAFETERIA FUND	\$39,562.59
1442.19	LIT. EARLY INTERVENTION	\$351.00
2705.00	HIGH SCHOOL COUNSELOR AWARD	\$3,828.90
2710.00	DONATIONS & REQUESTS	\$75.73
2980.10	PART.GRANT 2018	\$458.50
3028.00	FORMATIVE ASSESSMENT FUND	\$509.18
3151.00	HIGH ABILITY 18-19	\$1,298.55
3270.19	SCHOOL SAFETY 18-19	\$38,663.50
3712.00	NESP 18/19	\$4,933.12
3720.10	SCHOOL TECHNOLOGY FUND	\$460.00
4170.18	TITLE I 2018-19	\$25,227.99
5840.00	TITLE IV PART A: SSAR	\$5,250.00
6460.00	MEDICAID REIMB.-FEDERAL	\$44.80
6841.00	TITLE II FY17 2017/2018	\$4,913.00
6841.20	TITLE II 18/20	\$2,130.82
6871.00	R.L.I.S	\$716.49
6871.20	R.L.I.S. 18/20	\$1,573.40
6881.00	TITLE III 2017/2019 FY 17	\$14,055.00
6881.20	Title III 18-20 FY 18	\$5,120.45
TOTAL OF ALL FUNDS		\$1,160,063.59

Totals by Clearing

0921	FEDERAL TAX	\$45,699.58
0922	SOC. SECURITY - TEACHING	\$26,237.53
0923	SOC. SECURITY - NON-TEACHING	\$14,592.30
0924	STATE TAX	\$11,198.82
0925	COUNTY TAX	\$7,472.94
0927	P.E.R.F.	\$1,964.01
0928	M.A.S.E. INSURANCE TRUST	\$27,270.58
0933	EQUITABLE LIFE ASSURANCE	\$803.50
0936	MET LIFE	\$2,267.98
0937	HORACE MANN	\$400.00
0938	VALIC ANNUITIES	\$1,396.00
0939	A/F HSA	\$908.30
0941	VISION INSURANCE	\$422.66
0942	CREDIT UNION	\$1,935.00
0943	A/F DENTAL INS.	\$1,809.26
0946	TEXAS LIFE	\$355.12
0949	A/F CANCER SEC. 125	\$1,606.54
0950	A/F CANCER	\$59.03
0951	A/F LIFE	\$883.42

NORTH WHITE SCHOOL CORPORATION
 Accounts Payable Voucher Register
 Bank: All Banks
 Date Range: 04/01/2019 - 05/08/2019
 Vouchers: 11127222 - 11127385
 Between Board: Included
 Epay Status: Any Status

Account Number	Description	Amount
0952	A/F DISABILITY	\$2,413.01
0953	A/F MEDICAL REIMB.	\$825.43
0955	CRITICAL CARE	\$293.99
0958	GARNISHMENTS	\$150.00
0959	A/F ACCIDENT INSURANCE	\$952.82
0962	BANK TRANSFERS	\$558,000.00

 TOTAL OF ALL CLEARING \$709,917.82

GRAND TOTAL \$1,869,981.41

05/08/2019 01:33 PM
Sequenced by Date
Acct. Types: All Types
User: All Users

NORTH WHITE SCHOOL CORPORATION
Accounts Payable Voucher Register
Bank: All Banks

Date Range: 04/01/2019 - 05/08/2019
Vouchers: 11127222 - 11127385
Between Board: Included
Epay Status: Any Status
Pg. 9
v1.0.0.0

I hereby certify that each of the above listed vouchers and the invoices, or bills attached hereto, are true and correct and that the materials OR services itemized therein for which charges are made were ordered AND received, and I have audited same in accordance with I.C. 5-11-10-1.6.

We have examined the Vouchers listed on the foregoing Accounts Payable Register, consisting of 9 pages, and except for the vouchers not allowed on the register, such vouchers are hereby allowed in the total \$1,869,981.41 dated this 8th day of May, 2019.

ALLOWANCE OF VOUCHERS

BOARD OF EDUCATION

<u>JAMES WHITE</u>	<u>BOARD PRESIDENT</u>
<u>B. SCOTT WILLIAMS</u>	<u>BOARD VICE PRESIDENT</u>
<u>REBECCA PRINCELL</u>	<u>BOARD MEMBER</u>
<u>JOSHUA ROBERTSON</u>	<u>BOARD MEMBER</u>
<u>TERRY SMITH</u>	<u>BOARD MEMBER</u>
<u>RICKI WESTERHOUSE</u>	<u>BOARD MEMBER</u>
<u>SHANNON MATTIX</u>	<u>BOARD MEMBER</u>

04/10/2019
3:00 PM

NORTH WHITE SCHOOL CORPORATION
BANK RECONCILIATION REPORT For FLAGSTAR
Reconciliation Summary
Ending Statement Date 03/31/2019

Page: 3
farreconrpg002

Statement Balance	471,469.15	Ledger Balance	466,038.75
Outstanding Deposits (+)	.00	Credit Adj NOT Posted (+)	.00
Outstanding Checks (-)	5,619.81	Debit Adj NOT Posted (-)	189.41
Statement Total	465,849.34	Ledger Total	465,849.34
		Difference	.00

CC
4-10-19
J.D.
4-12-19

04/08/2019
3:59 PM

NORTH WHITE SCHOOL CORPORATION
BANK RECONCILIATION REPORT FOR LAFAYETTE BANK & TRUST
Reconciliation Summary
Ending Statement Date 03/31/2019

Page: 3
farreconrpg002

Statement Balance	3,769,308.66	Ledger Balance	3,746,240.62
Outstanding Deposits (+)	.00	Credit Adj NOT Posted (-)	849.52
Outstanding Checks (-)	22,221.52	Debit Adj NOT Posted (-)	3.00
Statement Total	3,747,087.14	Ledger Total	3,747,087.14
		Difference	.00

CC
4-8-19
J. J.
4-12-19

04/08/2019
3:59 PM

NORTH WHITE SCHOOL CORPORATION
BANK RECONCILIATION REPORT FOR LAFAYETTE BANK & TRUST
Reconciliation Summary
Ending Statement Date 03/31/2019

Page: 3
Farrrecomp002

Statement Balance	3,769,308.66	Ledger Balance	3,746,240.62
Outstanding Deposits (+)	.00	Credit Adj NOT Posted (+)	849.52
Outstanding Checks (-)	22,221.52	Debit Adj NOT Posted (-)	3.00
Statement Total	3,747,087.14	Ledger Total	3,747,087.14
		Difference	.00

CC
4-8-19
J.D.
4-12-19



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

1.5 Principal Reports

1.6 Recognitions

- Eli Turpin, 1st grade – Mrs. Amsler
- Luke Sherrick, 8th grade – Mr. Addison
- Kimberly Fernanda Zuniga Arevalo, 9th grade – Mrs. Scott

2. HEARING OF PATRONS

3. CONSENT ITEMS

3.1 Consideration of fundraisers (see the following documents)

- 8th grade class formal dance on May 17. The money will be used for the class events as they advance to high school.
- NWMS Track team will hold a Kids Camp for elementary students. All proceeds will go towards benefiting the track team.
- NWES – No Excuse University Fundraiser. All proceeds go to Staff Lounge Fund.
- NWES – Jeans Friday's Fundraiser. \$330 will be donated to the White County Foundation and \$725 will go towards the Staff Lounge Fund.



NORTH WHITE MIDDLE - HIGH SCHOOL

305 E. BROADWAY
MONON, IN 47959-1060

STUDENT FUND-RAISING ACTIVITY

This form is to be completed and submitted to the principal for approval prior to commencing any student fund-raising activity.

Name of group: 8th Grade Class

Advisor (or Representative): Katie Boyer

Name of the fund-raiser: 8th Grade Formal Dance

Amount of money to be raised: \$200

Per student quota: \$10 Couples \$5 single

Means of fund-raising (e.g. cash contribution, pledge, sale of product or service, etc.):

Class Money

What students (and/or others) will be doing to raise the money:

Dancing

Geographic area in which the fund-raising will take place:

Shipyard

Dates and time requirements:

May 17, 2019

Total Activity 3 hours 6:30-9:30

Per student _____

How will students be supervised:

Person managing the funds: Katie Boyer

Time and place of deposit of funds: _____

DESCRIBE ON THE REVERSE SIDE THE PROJECTS FOR WHICH THE MONEY WILL BE SPENT AND THE ESTIMATED COST OF EACH PROJECT.

APPROVED: [Signature]

DATE: 4-10-19

SCOTT VANDERAA
Principal

CHRISTIE HOLST
Assistant
Principal

MARK WOODCOCK
Athletic Director

GAIL SHRIVER
School Counselor

TERESA MCINTIRE
School Support
Specialist

TONI ONKEN
Secretary

SHELLEY STEVENSON
Registrar/Guidance
Secretary

KEICHA FOULKS
Treasurer

CHARRISSE HOOK
Nurse



NORTH WHITE MIDDLE - HIGH SCHOOL

305 E. BROADWAY
MONON, IN 47959-1060

STUDENT FUND-RAISING ACTIVITY

This form is to be completed and submitted to the principal for approval prior to commencing any student fund-raising activity.

Name of group: NWMS ~~Cross Country~~ Track and Field

Advisor (or Representative): Ashley Culross

Name of the fund-raiser: NW Track & Field Kids Camp

Amount of money to be raised: dependent on # of kids to sign up
no goal \$

Per student quota: \$10/camper

Means of fund-raising (e.g. cash contribution, pledge, sale of product or service, etc.):

camp attendees registration fee

What students (and/or others) will be doing to raise the money:

Elementary students sign up to participate - MS athletes help run camp

Geographic area in which the fund-raising will take place:

NW Track, Football Field, and gym

Dates and time requirements:

Total Activity: Monday 5/13, Tuesday 5/14, Thursday 5/16
Tues-Thur
Per student: 3:30-5 Fri @ 5pm Friday 5/17

How will students be supervised:

MS coaches running camp

Person managing the funds: Ashley Culross

Time and place of deposit of funds: ~ May 6th

DESCRIBE ON THE REVERSE SIDE THE PROJECTS FOR WHICH THE MONEY WILL BE SPENT AND THE ESTIMATED COST OF EACH PROJECT.

APPROVED: Mark Woodcock

DATE: 4-1-19

COTT VANDERAA
Principal

CHRISTIE HOLST
Assistant
Principal

MARK WOODCOCK
Athletic Director

SAIL SHRIVER
School Counselor

TERESA MCINTIRE
School Support
Specialist

TONI ONKEN
Secretary

SHELLEY STEVENSON
Registrar/Guidance
Secretary

KEICHA FOULKS
Treasurer

CHARRISSE HOOK
Nurse



North White Elementary School

North White School Corporation
304 E Broadway Street, Monon, Indiana 47959
(219) 253-6663 Fax (219) 253-8178

Melissa McIntire
Principal
mmcintire@nwhite.k12.in.us

Lynette Thrasher
School Improvement Assistant
lthrasher@nwhite.k12.in.us

Susan Roberts
Treasurer
sroberts@nwhite.k12.in.us

Amy Allen
Secretary
aallen@nwhite.k12.in.us

STUDENT FUND-RAISING ACTIVITY

This form is to be completed and submitted to the principal for approval prior to commencing any student fund-raising activity.

Name of group: North White Elementary
Advisor (or Representative): Melissa McIntire
Name of the fund-raiser: NO Excuse University
All to Staff Lounge

Amount of money to be raised: _____

Per student quota: _____

Means of fund-raising (e.g. cash contribution, pledge, sale of product or service, etc.):

What students (and/or others) will be doing to raise the money:

Geographic area in which the fund-raising will take place:

\$ 728.00

Dates and time requirements:

Total Activity Jan 1 - Feb 28
Per student \$35.00 or \$15.00
Staff

How will students be supervised:

Person managing the funds: Susan Roberts

Time and place of deposit of funds: _____

DESCRIBE ON THE REVERSE SIDE THE PROJECTS FOR WHICH THE MONEY WILL BE SPENT AND THE ESTIMATED COST OF EACH PROJECT.

APPROVED:

DATE:

M. McIntire

1-1-19

★ **S** ★
★ **T** ★
★ **A** ★
★ **R** ★
★ **Stay Focused** ★ **Try Your Best** ★ **Act Safely** ★ **Respect Others** ★
★



North White Elementary School

North White School Corporation
304 E Broadway Street, Monon, Indiana 47959
(219) 253-6663 Fax (219) 253-8178

Melissa McIntire
Principal
mmcintire@nwhite.k12.in.us

Lynette Thrasher
School Improvement Assistant
lthrasher@nwhite.k12.in.us

Susan Roberts
Treasurer
sroberts@nwhite.k12.in.us

Amy Allen
Secretary
aallen@nwhite.k12.in.us

STUDENT FUND-RAISING ACTIVITY

This form is to be completed and submitted to the principal for approval prior to commencing any student fund-raising activity.

Name of group: North White Elementary

Advisor (or Representative): Melissa McIntire

Name of the fund-raiser: Jeans on Friday's
White County Foundation / Staff Lounge

Amount of money to be raised: _____

Per student quota: _____

Means of fund-raising (e.g. cash contribution, pledge, sale of product or service, etc.):

What students (and/or others) will be doing to raise the money: White County Foundation
\$ 330.00

Geographic area in which the fund-raising will take place: Staff Lounge
\$ 725.00

Dates and time requirements:

Total Activity _____

Per student _____

How will students be supervised:

Person managing the funds: Susan Roberts

Time and place of deposit of funds: _____

DESCRIBE ON THE REVERSE SIDE THE PROJECTS FOR WHICH THE MONEY WILL BE SPENT AND THE ESTIMATED COST OF EACH PROJECT.

APPROVED:

DATE:

M. McIntire

9-4-18

 ★ **S** **T** **A** **R** ★
 ★ **Stay Focused** **Try Your Best** **Act Safely** **Respect Others** ★
 ★



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

3.2 Consideration of donations

- PSI IOTA XI sent the M-HS two donations: \$100 for Music Department and a second \$100 donation for the Art Department



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St - Monon, Indiana 47959 - (219) 253-6618 - Fax (219) 253-6488

- 3.3 Consideration of Agreement Between NWSC and Tecton (see the following document)



AIA[®] Document B132[™] – 2009

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

AGREEMENT made as of the Twenty Third day of April in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

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

North White School Corporation
402 E. Broadway Street
Monon, IN 47959

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

Lancer + Beebe, LLC
719 East New York Street
Indianapolis, IN 46202

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

North White School Corporation - Additions and Renovations
North White Elementary School located at 304 E. Broadway Street and North White Jr./Sr. High School located at 305 E. Broadway Street, Monon, IN 47959.
The project at North White Elementary may include HVAC renovations, a new gym addition, new parking, interior renovations, new classrooms/conference rooms and other miscellaneous items. The project at North White Jr./Sr. High School may include a new diesel mechanical building, new windows and doors, a new ADA ramp, interior renovations, a green house, new ball field lights, and other miscellaneous items.

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

Tecton Construction Management
102 N. Third Street, Suite 201
Lafayette, IN 47901

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The Architect will work with the Owner and Construction Manager to develop the program.

§ 1.1.2 The Project's physical characteristics:

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

A geotechnical report will be required for any building or parking additions. A updated survey in CAD will be required.

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

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

The Owner's budget for the Cost of the Work at North White Elementary School is \$4,000,000.

The Owner's budget for the Cost of the Work at North White Jr./Sr. High School is \$4,000,000.

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

- .1 Design phase milestone dates, if any:

To be determined.

.2 Commencement of construction:

To be determined.

.3 Substantial Completion date or milestone dates:

To be determined.

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

To be determined by the Owner and Construction Manager.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N.A.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Teresa Gremaux
North White School Corporation
402 E. Broadway Street
Monon, IN 4759

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Tecton Construction Management.

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

Tecton Construction Management

Init.

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N. A.

- .3 Land Surveyor:

As selected.

- .4 Geotechnical Engineer:

As selected.

- .5 Civil Engineer:

Will be retained by the Architect.

- .6 Other consultants:

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

N.A.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Terry Lancer
Lancer + Beebe, LLC
719 E. New York Street
Indianapolis, IN 46202

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Init.

To be determined.

.2 Mechanical Engineer:

To be determined.

.3 Electrical Engineer:

To be determined.

§ 1.1.12.2 Consultants retained under Additional Services:

If the Architect is requested to hire the geotechnical engineer, it will be considered an additional service.

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

N. A.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 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.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than Five Hundred Thousand Dollars (\$ 500,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$ 500,000).

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

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

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. Services not set forth in this Article 3 are Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other 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 to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating 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 requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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

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

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

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

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

§ 3.3 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's

Init.

review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.4 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 and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the 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.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager 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); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

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

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

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,

Init.

- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

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

§ 3.5.3 Negotiated Proposals

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

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

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

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and 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 A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, 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 and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for 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 Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, 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 the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, 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 an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- 1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- 2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project 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.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the

Init.

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

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

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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 transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and

completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, 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 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

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

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

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect and Owner	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site evaluation and planning	Architect	
§ 4.1.6 Building information modeling	Architect	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural interior design	Architect	
§ 4.1.10 Value analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Construction Manager	
§ 4.1.12 On-site project representation (B207™–2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-designed record drawings	Architect	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	
§ 4.1.21 Security evaluation and planning (Architect	
4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® certification (B214™–2012)	Not Provided	
§ 4.1.25 Historic preservation (B205™–2007)	Not Provided	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	Not Provided	

Init.

§ 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.

Items designated in Section 4.1 as the Architect's responsibility will be included as basic services.

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

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

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;

Init.

- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixteen (16) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

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

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

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

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

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. 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.

§ 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 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be

Init.

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

Init.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

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

§ 8.2 Mediation

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

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

Init.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues 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 fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

§ 9.3 If the Owner 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.

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

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

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.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

North White Elementary School project shall be \$280,000.

North White Jr./Sr. High School project shall be \$280,000.

§ 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.)

N.A.

§ 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.)

As agreed at the time of the Additional Service.

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

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

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

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

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

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

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

Employee or Category		Rate (\$0.00)	
Architect's Employees	Engineer's	\$150.00 per hour	\$175.00
Employees		per hour	

§ 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;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.
- .12 Geotechnical Reports or other special investigations
- .13 Code consultants or other special consultants

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

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

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

Owner will compensate the Architect for work performed to date of termination.

§ 11.10 Payments to the Architect

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

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

Twelve % annual

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

N.A.

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 B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

(Paragraphs Deleted)

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Terry Lancer, Partner

(Printed name and title)



NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook -Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

- 3.4 Consideration of Agreement Between NWSC and Lancer + Beebe, LLC (see the following document)



AIA[®] Document C132[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Twenty-Fourth day of April in the year Two Thousand Nineteen

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

BETWEEN the Owner:

(Name, legal status, address and other information)

North White School Corporation

Telephone Number: (219) 253-6618

Fax Number: (219) 253-6488

and the Construction Manager:

(Name, legal status, address and other information)

Tecton Construction Management, Inc.

102 North 3rd Street

Suite 201

Lafayette, IN 47901

Telephone Number: 765-429-5232

Fax Number: 765-429-5509

for the following Project:

(Name, location and detailed description)

908-North White Additions and Renovations

304-305 E Broadway St

Monon, IN 47959-8128

The project at North White Elementary may include HVAC renovations, a new gym addition, new parking, interior renovations, new classrooms/conference rooms and other miscellaneous items. The project at North White Jr./Sr. High School may include a new diesel mechanical building, new windows and doors, a new ADA ramp, interior renovations, a green house, new ball field lights, and other miscellaneous items.

The Architect:

(Name, legal status, address and other information)

Lancer+Beebe, LLC

719 East New York

Indianapolis, IN 46202

Telephone Number: 317-797-6595

The Owner and Construction Manager agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A132[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document C132[™] – 2009 (formerly B801[™] CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:52:56 ET on 04/24/2019 under Order No. 6310945415 which expires on 02/18/2020, and is not for resale.

User Notes:

(3B9ADA52)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER'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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

•
The project at North White Elementary may include HVAC renovations, a new gym addition, new parking, interior renovations, new classrooms/conference rooms and other miscellaneous items. The project at North White Jr./Sr. High School may include a new diesel mechanical building, new windows and doors, a new ADA ramp, interior renovations, a green house, new ball field lights, and other miscellaneous items.

•
§ 1.1.2 The Project's physical characteristics:

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

See 1.1.1 above

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

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

Proposed project budget \$10,000,000.00.

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

- .1 Design phase milestone dates, if any:

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:52:56 ET on 04/24/2019 under Order No. 6310945415 which expires on 02/18/2020, and is not for resale.

User Notes:

(3B9ADA52)

TBD

.2 Commencement of construction:

TBD

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

TBD

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple prime contracts. The actual number has yet to be determined.

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

NA.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

NA

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

Dr. Teresa L. Gremaux, Superintendent

Telephone Number: (219) 253-6618

Fax Number: (219) 253-6488

Email Address: tgremaux@nwhite.k12.in.us

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

NA

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

By Lancer + Beebe

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:52:56 ET on 04/24/2019 under Order No. 6310945415 which expires on 02/18/2020, and is not for resale.

User Notes:

(3B9ADA52)

.2 Geotechnical Engineer:

NA

.3 Civil Engineer:

By Lancer + Beebe

.4 Other:

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

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Michael J. Witteveen
102 North 3rd Street
Suite 201
Lafayette, IN 47901
Telephone Number: 765-429-5232
Fax Number: 765-429-5509
Mobile Number: 765-426-5577
Email Address: mwitt@tectoncm.com

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

TBD

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

NA

.2 Other consultants:

NA

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:52:56 ET on 04/24/2019 under Order No. 6310945415 which expires on 02/18/2020, and is not for resale.

User Notes:

(3B9ADA52)

NA

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

NA

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

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

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

§ 2.6 The Construction Manager 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 Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than ~~(\$)~~ Reference attached Tecton Certificate of Insurance for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than ~~(\$)~~ Reference attached Tecton Certificate of Insurance combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. Reference attached Tecton Certificate of Insurance.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ~~(\$)~~ Reference attached Tecton Certificate of Insurance.

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than ~~(\$)~~ Reference attached Tecton Certificate of Insurance per claim and in the aggregate.

Init.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, Owner and Construction Manager, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:52:56 ET on 04/24/2019 under Order No. 6310945415 which expires on 02/18/2020, and is not for resale.

User Notes:

(3B9ADA52)

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for ~~the Architect's review and the~~ Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for ~~the Architect's review and the~~ Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall ~~assist the Architect with regard to~~ provide answers to questions from bidders and ~~with the issuance of~~ issue necessary addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:52:56 ET on 04/24/2019 under Order No. 6310945415 which expires on 02/18/2020, and is not for resale.

User Notes:

(3B9ADA52)

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

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates ~~on the date the Architect issues the final Certificate for Payment, thirty (30) days after Certificate of Occupancy is achieved.~~

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the ~~Construction Manager, the Owner and the Architect.~~ Manager and the Owner. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the ~~Owner, Architect~~ Owner and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall ~~schedule~~ coordinate with prime contractor's scheduling of all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

Init.

AIA Document C132™ – 2009 (formerly B801™ CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:52:56 ET on 04/24/2019 under Order No. 6310945415 which expires on 02/18/2020, and is not for resale.

User Notes:

(3B9ADA52)

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the ~~Architect~~ Owner.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the ~~Architect~~ Owner.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the ~~Architect~~ and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager 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 for the Contractor's own Work, 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.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the ~~Owner, Contractor and Architect~~ Owner and Contractor of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the ~~Architect~~ Owner about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its ~~daily~~-log and include information regarding the

rejected Work in its progress reports to the ~~Architect and Owner pursuant to Section 3.3.20.1. Owner.~~ Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional 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, and the Construction Manager shall give timely notice to the ~~Architect~~ Owner of when and where the tests and inspections are to be made so that the ~~Architect-Owner~~ may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager'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 Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

~~§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.~~

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the ~~Architect and Owner~~, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the ~~Architect-Owner~~ for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the ~~Architect-Owner~~ those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the ~~Architect-Owner~~, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, ~~the Owner, or the Architect or the Owner.~~

§ 3.3.20 The Construction Manager shall keep a ~~daily~~-log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 ~~Daily logs; Logs;~~

Init.