

WILLIAM RAINEY HARPER COLLEGE

Agonquin & Roselle Roads  
Palatine, Illinois 60067

AGENDA

March 12, 1970

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes
- IV. Approval of Disbursements
  - a. Construction Payouts and Change Orders
- V. Communications
- VI. Unfinished Business
- VII. New Business
  - a. Recommendation: Faculty Promotions  
(To be hand carried)
  - b. Permanent Leases Insurance Provisions
  - c. Other
- VIII. President's Report
- IX. Adjournment

Exhibit A

WILLIAM RAINEY HARPER COLLEGE  
BOARD OF TRUSTEES OF JUNIOR COLLEGE DISTRICT 512  
COUNTIES OF COOK, KANE, LAKE, AND McHENRY, STATE OF ILLINOIS

Minutes of the Regular Board Meeting of Thursday, March 12, 1970

CALL TO ORDER: In the absence of Chairman Johnson, Vice-Chairman Hansen called the regular meeting of the Board of Trustees of Junior College District No. 512 to order on March 12, 1970, at 8:50 p.m., in the Board Room of the Administration Building, Algonquin and Roselle Roads, Palatine.

In the absence of Secretary Hamill, Member Hutchings moved the nomination of Member Nicklas as Secretary Pro Tempore and Member Haas seconded the motion and moved the nominations be closed. Motion unanimously carried.

ROLL CALL: Present: Members John Haas, Milton Hansen, LeRoi Hutchings and Jessalyn Nicklas  
Absent: Members James Hamill, Richard Johnson and Lawrence Moats

Also present: Robert E. Lahti, Donald Andries, J.R.Birkholz, Charles F. Falk, Guerin Fischer, Gregory Franklin, James Harvey, Roy Kearne, Larry S. King, John A. Knudsen, Jack Lucas, W. J. Mann, Fred Vaisvil, Martin Ryan, G.H.Voegel, and Robert R. Zilkowski--Harper College; K. Radtke--Day Publications; Tom Wellman--Paddock Publications; Mr. and Mrs. R.J.Wilson, Jr., and Carolyn Secur.

MINUTES: Member Hutchings moved and Member Haas seconded the motion that the minutes of the February 26, 1970, meeting be approved as distributed. Motion unanimously carried.

DISBURSEMENTS: Change Orders Mr. Mann explained that Change Order #50 was a no-change change order, up-dating all the sub-contractors' contracts to the appropriate amount. He stated he would like to add Change Order #57, another no-change change order, for partial acceptance of the site work for beneficial occupancy. Mr. Mann explained this was not final acceptance, but in order for the college to use the site, the initial site should have been accepted a long time ago. Mr. Mann discussed Change Orders #59, #60 and #61 and called the Board's attention to the last page of the attachment which was a breakdown of

DISBURSEMENTS:  
Change Orders  
(Cont.)

the contingency fund. He pointed out that item 17 in this breakdown represented change orders #59-61 and reduced the I.B.A. Contingency Fund to \$26.62. Mr. Mann stated these change orders would round out I.B.A.'s commitment.

Dr. Lahti informed the Board the paper work on change orders would be ready for the next meeting.

After further discussion, Member Haas moved and Member Nicklas seconded the motion to authorize W. J. Mann, Vice-President of Business Affairs, to approve the following change orders:

Corbetta Construction Co. Change Order #50	No Change in Price
Corbetta Construction Co. Change Order #57	No Change in Price
Corbetta Construction Co. Change Order #59	\$ 4,240.00
Corbetta Construction Co. Change Order #60	4,780.00
Corbetta Construction Co. Change Order #61	4,587.00

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hansen, Hutchings and Nicklas  
Nays: None

Bills Payable

Mr. Mann discussed the short list of bills payable being presented, which ordinarily would be brought to the second meeting of the month. He reported the college would like to take care of these bills at this point because of the difficulties in getting the paper work done to clear them for payment.

Member Haas moved and Member Hutchings seconded the motion to approve for payment the bills payable of March 12, 1970, as follows:

Educational Fund	\$1,093.40
Building Fund	4,449.03
Site and Construction Fund	<u>10,000.00</u>
	<u>\$15,542.43</u>

DISBURSEMENTS:  
Bills Payable  
(Cont.)

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hansen, Hutchings and Nicklas  
Nays: None

Mr. Mann reported on construction progress. He stated the job was rapidly approaching completion, but that in any job of this kind and size there are bound to be some things not up to specifications and a certain amount of controversy until they are resolved. He discussed some of these problems--water, lighting, punch list items outstanding--that have to be taken care of. He pointed out that once the contractor leaves the job it always makes it more difficult to resolve these things, particularly when there is a question of who is responsible. Mr. Mann informed the Board there are fairly large portions of the site that need to be seeded this spring, and as these were not included in the contract the college will have to pay for it. He stated there is going to be a certain amount of soil erosion as the spring rains arrive. Mr. Mann stated that basically the job is in good shape and the problems will be resolved as the college works along with the contractor.

Mr. Frank Larocca reported on construction progress. In the opinion of the architects, Mr. Larocca stated the shake-down of the buildings had been most successful. He stated two areas they had been working on were the doors leading to the exteriors, on the verge of being settled, and the major and obvious problem of water. He stated there were some areas of controversy, and some areas will not be resolved until they can get into the ground in spring. He stated he was confident the music area problem would be resolved at the earliest moment they can get into the ground. Mr. Larocca stated the sidewalk problem was difficult, and that more than the usual amount of heaving in sidewalks had been experienced, but they would not be able to fully ascertain the extent of this problem until spring. He stated they felt these problems would be solved in the next few months, and that final acceptance would be in several months. Mr. Larocca stated they were going to take another look at some of the problems; that he was not implying they were all contractor deficiencies.



Dr. Lahti stated the administration was well aware that there are problems. He stated the temporary sidewalks are an interim solution. He stated the additional lighting would be installed in ten weeks at the earliest. Dr. Lahti discussed the security area, pointing out that Motorola and other institutions of the magnitude of Harper are experiencing the same type of problems Harper is with vandalism, etc. He stated the administration is most concerned when these things happen, and stated he is satisfied that Mr. Mann and Mr. Hughes are taking all precautions. Dr. Lahti stated he has already informed the Board, that in his opinion, the day will come when the college will have to check people in and off the campus.

COMMUNICATIONS:

None

UNFINISHED  
BUSINESS:

Dr. Lahti reported the Grievance Committee had not met so there would be no report.

Member Nicklas reported the Salary Committee had been meeting and had gone over quite a lot of information, and would be meeting again on Monday, March 16.

NEW BUSINESS:

Faculty  
Promotions

Dr. Lahti asked that Dr. Schauer explain the promotion process of the college. Dr. Schauer explained that any person who wished to be considered for promotion in rank could initiate a request for such consideration. In the case of faculty, the division chairman sits with the person and reviews strengths and weaknesses, etc. The faculty promotions committee then reviews the application. The dean reviews and makes a recommendation regarding the candidate. Dr. Schauer then reviews the criteria that they followed in their deliberations. Dr. Schauer stated he then takes the three recommendations--from the division chairman, the faculty promotion committee, and the dean--and makes his decision for his recommendation to the president.

Dr. Schauer read the following:

CRITERIA FOR FACULTY PROMOTIONS  
(Harper College Faculty Promotions Committee)

Positive

To the Assistant level:

1. Completed additional hours of work in his field.

NEW BUSINESS:

Faculty

Promotions

2. Outstanding work in his field: course coordinator, set up a new course, etc.
3. Has done his share of the committee work here at Harper.
4. Has served at the last level of rank for a period of time--one year.

To the Associate level:

1. Shows some professional growth
  - a. additional courses
  - b. seminars
  - c. in-service work shops
2. Outstanding work in his field: publication, paper read, set up new courses, etc.
3. Has done his share of the committee work here at Harper.
4. Has served at the last level of rank for a period of time--two years.
5. If claims to GRANDFATHER CLAUSE are valid, then minimum qualifications are met.

To the Professor level:

1. Shows some professional growth
  - a. additional courses
  - b. seminars
  - c. in-service workshops
2. Outstanding work in his field: publication, paper read, etc.
3. Has done his share of the committee work here at Harper.
4. Has served at the last level of rank for a period of time--three years.
5. Has all the qualifications and we feel tenure should go with this rank and we recommend promotion to the rank of full professor as soon as tenure is granted (teaching faculty ONLY).

Negative

1. Additional hours needed to fill the basic requirements.
2. Lack experience.
3. Shows no sign of professional growth since initial placement.
4. Has not taught at his present level sufficient number of years.

NEW BUSINESS:

Faculty

Promotions

(Cont.)

5. Has not done his part in becoming involved in the committee work here at Harper.
6. Meets minimum qualifications, but at this time we feel we are unable to evaluate this person.

Highly Recommended--received a YES vote from all members on the committee.  
 Recommend-- received ONE no vote  
 Minimum-- received TWO or more no votes

Dr. Lahti stated when the recommendations arrive at his office, he asks to see the list of those who applied, those who were refused, and those who are being recommended, and the reasons for each. At that time, he stated, he either agrees or disagrees with the recommendations coming from the vice-president and makes his recommendation to the Board. He stated this is for the teaching faculty.

Dr. Lahti stated the criteria at Harper is quite liberal, but at the same time they are not meant to be the same as a four-year institution because Harper is primarily a teaching faculty. Dr. Lahti pointed out the college is delighted if a staff member does research, particularly on his own course work, and delighted if they want to write.

Discussion followed on the criteria. Dr. Lahti stated that as a result of experience in deliberations the committee has made suggestions as to how these things could be better explained. He pointed out it was important to understand that these are only minimal criteria.

Member Nicklas moved and Member Haas seconded the motion to grant promotions in rank to the following teaching faculty:

A. From instructor to assistant professor:

Henry C. Meier  
 Frank L. Oliver  
 Lee Owens  
 Martin Ryan  
 Joe B. Tillotson  
 Robert R. Zilkowski

NEW BUSINESS:  
Faculty  
Promotions  
(Cont.)

B. from assistant professor to associate professor:

William R. Foust  
Roy G. Kearns  
John A. Knudsen  
Thomas R. McCabe  
William H. Miller  
Michael V. Ostrowski  
Gregory Franklin

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hansen, Hutchings and Nicklas

Nays: None

Administrative  
Promotions

Dr. Lahti informed the Board that administrative promotions were handled with the same criteria; however, the process is a little different. An administrator applies through his supervisor, and each person he reports to passes judgment and makes recommendation to the office of the President. Dr. Lahti stated he holds the Vice-Presidents responsible for a meeting with him and agreeing with him that quality standards are being imposed on each of the administrators in each of their respective areas. Dr. Lahti reported that three persons in Mr. Mann's area were being presented for the rank of Instructor. Dr. Lahti informed the Board that these people have Masters' Degrees and more than meet the minimal criteria for Instructor.

Dr. Lahti presented recommendations from Dr. Schauer on promotion in rank for Robert W. Thieda, and from Dr. Harvey on promotion in rank for John A. Gelch and Donn Stansbury. He presented recommendation that David Groth be assigned rank, and also a recommendation on promotion in rank for William J. Mann. Dr. Lahti stated he was recommending these administrators as recommended by their supervisors, and stated the criteria are exactly the same other than, where teaching is shown for faculty, experience is substituted for administrators.

NEW BUSINESS:  
Administrative  
Promotions

Member Haas moved and Member Nicklas seconded the motion that the following be approved:

Award of rank of Instructor to:

Anthony Dolejs  
Robert Hughes  
Wilfred Von Mayr

Promotion in rank from Instructor to Assistant Professor:

Robert W. Thieda

Promotion in rank from Assistant Professor to Associate Professor:

John A. Gelch  
Donn Stansbury

Award of rank of Assistant Professor to:

David Groth, effective with the contract that may be issued for the 1970-71 fiscal year.

Promotion in rank from Assistant Professor to Associate Professor:

William J. Mann, effective with the contract that may be issued for the 1970-71 fiscal year.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hansen, Hutchings and Nicklas  
Nays: None

Revision in  
Permanent Leases  
Insurance  
Provisions

Mr. Mann reported that the administration had been working on this revision for quite a while. He stated this was a rather complicated situation in that the lease agreement the college has with the State of Illinois to lease the facilities includes fire and extended coverage insurance to cover the facilities, and they originally asked us to remove our name from the policy. The revision amends Paragraph 18 which essentially waives subrogation rights against the college. The I.B.A. after several discussions has

NEW BUSINESS:  
Revision in  
Permanent Leases  
Insurance Provi-  
sions (cont.)

agreed to add Harper College as co-insured under the boiler and machinery policy carried by the I.B.A. With this final agreement the administration, Board Attorney, and insurance consultant recommend that the attached amendment be approved by the Board. Member Nicklas inquired as to how a loss would be handled in the event a serious fire could occur. Mr. Mann stated that the insurance is based upon replacement value. However, in order to be very clear on this point, he will request clarification on the settlement terms and conditions of the insurance contract.

After further discussion, Member Haas moved and Member Hutchings seconded the motion to approve the Amendment to Construction Lease, IBA Project No. 74-95, Paragraph 18, as attached in the official book of minutes of the Board of Trustees, Exhibit B.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hansen, Hutchings and Nicklas  
Nays: None

Other--  
Employment of  
Staff

Dr. Lahti informed the Board that Dr. Schauer would present a recommendation for employment on a candidate for the position of Assistant to Dean for Evening Operations. Dr. Schauer discussed the background and qualifications of Mr. Jack Fuller for this position.

Member Haas moved and Member Nicklas seconded the motion to approve the employment of Jack W. Fuller as Assistant to the Dean for Evening Operations, March 23, 1970 to June 30, 1970, at a pro-rated salary computed on \$14,500 per year, and a contract from July 1, 1970 to June 30, 1971, at a salary of \$14,500 per year.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hansen, Hutchings and Nicklas  
Nays: None

Electrical  
Bill

Mr. Mann distributed a letter from Frank Larocca dealing with the electrical bill. He explained that as the college moved in, the question arose as to who owed what part of the electrical bill. He stated the September 22,

NEW BUSINESS:  
Other -  
Electrical Bill  
(Cont.)

1969, electrical bill had not been paid. The college has paid from October on. Mr. Mann discussed the break-down on page two of Mr. Larocca's letter, stating the college feels they owe \$6,969.36, the September bill is \$6,801.75, and based on these calculations the college feels they owe Corbetta \$167.61. He stated Corbetta feels the college owes them \$1,000.00. Mr. Mann stated the college feels they should pay this September bill to Commonwealth Edison Company for \$6,801.75 at this time and argue about the balance later on.

Dr. Lahti stated he had received calls from Commonwealth Edison Company concerning this September bill, and he agreed it is appropriate that the college pay this bill as their share and the remaining portion can be settled along with other differences as the job is phased out.

Member Haas moved and Member Hutchings seconded the motion that the September electrical bill of \$6,801.75 be paid to Commonwealth Edison Company.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hansen, Hutchings and Nicklas  
Nays: None

Election  
Resolution

Mr. Mann informed the Board the administration was recommending a resolution providing for the use of affidavits in lieu of poll books for the March 21, 1970 election. He stated Mr. Hines would draft the formal resolution.

Member Nicklas moved and Member Haas seconded the motion to approve the use of affidavits in lieu of poll books for the March 21, 1970 election. (Official resolution attached in the official book of minutes of the Board of Trustees.)

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hansen, Hutchings and Nicklas  
Nays: None

PRESIDENT'S  
REPORT:

Dr. Lahti distributed and discussed a break-down on teaching applications received since July 1, 1970.

Mr. Donald Andries informed the Board the Russell Kirk dinner would be on Monday, March 16, 1970. Dr. Lahti informed the Board they were all invited to the reception at 6:00 p.m. and dinner at 6:30 p.m. He stated Mr. Kirk would speak at 8:00 p.m.

Mr. Andries reported on the Open House, stating the accumulated total of visitors was 2650. He pointed out the March 15 Open House would be the final one in this series, and stated senior citizens had been invited for that day, and that the Harper Players will put on three one act plays.

Dr. Olson reported on the progress of referendum. He stated they were now finalizing the plans for the referendum. He commented on the tremendous cooperation from the faculty. He stated the speaking engagements had all been met and the citizens organization was doing very well.

Member Nicklas and Member Haas discussed some of the questions raised at meetings they had attended.

Member Haas informed the Board that Dr. Zwingle had requested him to appear on a panel of the American Governing Board at their next meeting to be held in San Francisco in April. Mr. Haas stated he had informed Dr. Zwingle he would be happy to participate.

ADJOURNMENT:

Member Nicklas moved and Member Hutchings seconded the motion that the meeting be adjourned at 10:30 p.m.

  
\_\_\_\_\_  
Vice-Chairman Hansen

  
\_\_\_\_\_  
Secretary Pro Tempore Nicklas



R E S O L U T I O N

IT IS HEREBY resolved by the Board of Trustees of Junior College District No. 512, Counties of Cook, Kane, Lake, and McHenry, and State of Illinois, that the affidavits to vote required under Section 9-9 of the School Code be numbered and used in lieu of the poll list and poll book, as authorized in Section 9-14 of the School Code, at the tax rate increase referendum to be held on Saturday, March 21, 1970, that the judges of election shall, previous to any vote being taken, severally subscribe to and take oath or affirmation provided for in Section 9-8 of the School Code on separate blanks provided for that purpose, and that after the election, such affidavits to vote and judges' oaths shall be filed in the same manner as is required for the deposit of the poll books under Section 9-16 of the School Code.

WILLIAM RAINEY HARPER COLLEGE

March 12, 1970

To: Board of Trustees  
From: President's Office  
Subject: Change Orders

The following change orders have been recommended by our architect and reviewed by the administration. The administration recommends that W. J. Mann, Vice-President of Business Affairs, be authorized to approve the following:

Corbetta Construction Co. Change Order #50	NO CHANGE
Corbetta Construction Co. Change Order #59	\$4,240.00
Corbetta Construction Co. Change Order #60	4,780.00
Corbetta Construction Co. Change Order #61	4,587.00

*QBA 8.*

# Change Order

TO: Corbetta Construction Company  
875 East Rand Road  
Desplaines, Illinois

Change Order No. 59- NO CHANGE  
Date \_\_\_\_\_  
Proposal No. \_\_\_\_\_  
Date \_\_\_\_\_

REFERENCE: CONTRACT IBA. 74-95 DATED \_\_\_\_\_  
USER William Rainey Harper College  
LOCATION Palatine, Illinois  
PROJECT DESCRIPTION New Junior College  
TYPE OF WORK General Construction

You Are Authorized to Make the Following Changes in the Subject Contract:

THIS IS A NO CHANGE, CHANGE ORDER. IT WILL VERIFY THE SPECIFIC AMOUNTS IN EACH CHANGE ORDER (#'s 1 through 48) TO THE CONTRACTOR INVOLVED (per attached sheets) AND THE TOTAL CONTRACT TO DATE FOR EACH CONTRACTOR. (see below)

CORBETTA CONSTRUCTION COMPANY: \$8,659,577.20  
APPROVED: \_\_\_\_\_

CONSTOCK-GIBSON ELECTRIC COMPANY: \$1,795,623.00  
APPROVED: \_\_\_\_\_

INSURANCE CO. OF N.A. - WM. RIOUX, INC.: \$1,199,858.64  
APPROVED: \_\_\_\_\_

RELIABLE SHEET METAL COMPANY: \$ 627,350.00  
APPROVED: \_\_\_\_\_

WILLIAM ZIEGLER & SON, INC.: \$ 512,411.31  
APPROVED: \_\_\_\_\_

TOTAL CONTRACT THROUGH C.O. #48 \$12,614,825.15

The Amount to the Contract Will Be (Unchanged) (Increased) (Decreased) by the Sum of:  
NO CHANGE Dollars (\$ NO CHANGE )

Contract Total Including This Change Order Will Be: \$ NO CHANGE

The time provided for completion in the contract due to this change order is (unchanged) (increased) (decreased) by \_\_\_\_\_ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

APPROVED: FITCH, LAROCCA, CARINGTON, JONES BY: [Signature] 2/20/70  
Architect Date  
ACCEPTED: CORBETTA CONSTRUCTION COMPANY BY: [Signature] 2-26-70  
Contractor Date  
APPROVED: WILLIAM RAINEY HARPER COLLEGE BY: \_\_\_\_\_ Date  
User Date  
APPROVED: ILLINOIS BUILDING AUTHORITY BY: \_\_\_\_\_ Date

ILLINOIS BUILDING AUTHORITY

Change Order

TO: Corbetta Construction Company  
875 East Rand Road  
Desplaines, Illinois

Change Order No. 59  
Date 3/9/70  
Proposal No. 99, 151, 152 & 153  
Date 4/4/69, 9/17/69, 9/19/69

REFERENCE: CONTRACT IBA 74-95 DATED \_\_\_\_\_  
USER William Rainey Harper College  
LOCATION Palatine, Illinois  
PROJECT DESCRIPTION New Junior College  
TYPE OF WORK General Construction

You Are Authorized to Make the Following Changes in the Subject Contract:

- PCO # 99 Additional Plaster Expansion Joints ADD: \$1,190.00
- PCO #151 Revise Retaining Wall at "D" Building ADD: \$1,100.00
- PCO #152 Remove Peat and Replace with Stone at "B" Building ADD: \$1,500.00
- PCO #153 Lower Footings at Buildings "D", "A", "C" and "F" ADD: \$ 450.00
- Total Add: \$4,240.00

Total Corbetta Contract Amount including this Change Order: \$8,664,558.20

The Amount to the Contract Will Be (Unchanged) (Increased) (Decreased) by the Sum of: FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND NO/100 Dollars (\$4,240.00)

Contract Total Including This Change Order Will Be: \$12,619,853.15

The time provided for completion in the contract due to this change order is (unchanged) (increased) (decreased) by \_\_\_\_\_ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

APPROVED: FITCH LAROCCA CARINGTON JONES [Signature] 3/9/70  
Architect Date

ACCEPTED: CORBETTA CONSTRUCTION COMPANY [Signature] 3-10-70  
Contractor Date

APPROVED: WILLIAM RAINEY HARPER COLLEGE \_\_\_\_\_  
User Date

APPROVED: ILLINOIS BUILDING AUTHORITY BY: \_\_\_\_\_  
Date

ILLINOIS BUILDING AUTHORITY

Change Order

TO: Corbetta Construction Company  
875 East Rand Road  
Desplaines, Illinois

Change Order No. 60  
Date 3/9/70  
Proposal No. 100A  
Date 5/13/69

REFERENCE: CONTRACT IBA 74-95 DATED \_\_\_\_\_  
USER William Rainey Harper College  
LOCATION Palatine, Illinois  
PROJECT DESCRIPTION New Junior College  
TYPE OF WORK General Construction

You Are Authorized to Make the Following Changes in the Subject Contract:

PCO #100A Furnishing of Type "R" Grills ADD: \$4,780.00

Total Corbetta Contract Amount including  
this Change Order: \$8,669,338.20

The Amount to the Contract Will Be (Unchanged) (Increased) (Decreased) by the Sum of: FOUR THOUSAND  
SEVEN HUNDRED EIGHTY AND NO/100 Dollars (\$ 4,780.00 )

Contract Total Including This Change Order Will Be: \$ 12,624,633.15

The time provided for completion in the contract due to this change order is (unchanged) (increased) (decreased) by \_\_\_\_\_  
calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

APPROVED: FITCH LAROCCA CARINGTON JONES BY: [Signature] Date 3/9/70  
Architect  
ACCEPTED: CORBETTA CONSTRUCTION CO. BY: [Signature] Date 3-10-70  
Contractor  
APPROVED: WILLIAM RAINY HARPER COLLEGE BY: \_\_\_\_\_ Date \_\_\_\_\_  
User  
APPROVED: ILLINOIS BUILDING AUTHORITY BY: \_\_\_\_\_ Date \_\_\_\_\_

ILLINOIS BUILDING AUTHORITY

Change Order

TO: Corbetta Construction Company  
875 East Rand Road  
Desplaines, Illinois

Change Order No. 61  
Date 3/9/70  
Proposal No. 129, 130, 147  
Date 5/16/69

REFERENCE: CONTRACT IBA 74-95 DATED \_\_\_\_\_  
USER William Rainey Harper College  
LOCATION Palatine, Illinois  
PROJECT DESCRIPTION New Junior College  
TYPE OF WORK General Construction

You Are Authorized to Make the Following Changes in the Subject Contract:

- PCO #129 Additional excavation at Lake retaining wall footing. ADD: \$ 900.00
  - PCO #130 Additional excavation and concrete work on Building "E". ADD: \$3,200.00
  - PCO #147 Addition of Storm Sewer line at south entrance to "D" Building. ADD: \$ 487.00
- Total ADD: \$4,587.00

Total Corbetta Contract Amount including this Change Order: \$8,673,925.20

The Amount to the Contract Will Be (Unchanged) (Increased) (Decreased) by the Sum of: FOUR THOUSAND FIVE HUNDRED EIGHTY SEVEN AND NO/100 Dollars (\$ 4,587.00 )

Contract Total Including This Change Order Will Be: \$ 12,629,220.15

The time provided for completion in the contract due to this change order is (unchanged) (increased) (decreased) by \_\_\_\_\_ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

APPROVED: FITCH LAROCCA CARINGTON JONES BY: [Signature] Date 3/9/70  
Architect

ACCEPTED: CORBETTA CONSTRUCTION CO. BY: [Signature] Date 3-10-70  
Contractor

APPROVED: WILLIAM RAINEY HARPER COLLEGE BY: \_\_\_\_\_ Date \_\_\_\_\_  
User

APPROVED: ILLINOIS BUILDING AUTHORITY BY: \_\_\_\_\_ Date \_\_\_\_\_

WILLIAM RAINEY HARPER COLLEGE  
 I.B.A. PROJECT 74-95  
 MARCH 1, 1970

CONTINGENCY FUND BREAKDOWN

1.	CONTINGENCY FUND	\$1,035,652.64
2.	I.B.A. BONDING ADJUSTMENT	81,460.96
		<u>954,191.68</u>
3.	SPECIAL REIMBURSABLE ITEMS (SOIL & CONCRETE TESTING)	42,000.00
		<u>912,191.68</u>
4.	I.B.A. FINANCING FEES	7,827.87
		<u>904,363.81</u>
5.	I.B.A. INSURANCE FEES	9,515.49
		<u>894,848.32</u>
6.	H.E.W. GRANT RETURNED BY I.B.A.	430,500.00
		<u>464,348.32</u>
7.	ADVERTISEMENT FOR FIXED EQUIPMENT	33.84
		<u>464,314.48</u>
8.	ELECTRICAL UTILITY CONNECTION	46,939.00
		<u>417,375.48</u>
9.	MBM ESTIMATE FEE	24,446.30
		<u>392,929.18</u>
10.	CREDIT FOR MBM ESTIMATE	12,223.15
		<u>405,152.33</u>
11.	CREDIT FOR INSURANCE PREMIUM	205.73
		<u>404,946.60</u>
12.	CHANGE ORDERS # 1-50	369,287.15
		<u>35,659.45</u>
13.	CHANGE ORDERS #51-58	280.00
		<u>35,379.45</u>
14.	ARCHITECT'S FEES ON CO # 1 THRU #37	15,210.00
		<u>20,169.45</u>
15.	ARCHITECT'S FEES ON CO #38 THRU 49	6,947.00
		<u>13,222.45</u>
16.	IBA ADJUSTMENT	411.17
		<u>13,633.62</u>
17.	CHANGE ORDERS 59-61	13,607.00
		<u>5 26.62</u>

*Harper*

# Change Order

TO: Corbetta Construction Company  
875 East Rand Road  
Desplaines, Illinois

Change Order No. 57  
Date 9/16/69  
Proposal No. \_\_\_\_\_  
Date \_\_\_\_\_

REFERENCE: CONTRACT IBA 74-95 DATED \_\_\_\_\_  
USER William Rainey Harper College  
LOCATION Palatine, Illinois  
PROJECT DESCRIPTION New Junior College  
TYPE OF WORK General Construction

You Are Authorized to Make the Following Changes in the Subject Contract:

**Partial acceptance of the work for Site Work for beneficial occupancy by the User and Owner.**  
  
**(See attached titled "Partial acceptance of the Work.")**

**Reason for Change:** The total project has not been completed, however, the college must have certain areas for student registration, storage and other college activities in order to operate as an institute of higher education.

**NO CHANGE**

The Amount to the Contract Will Be (Unchanged) (Increased) (Decreased) by the Sum of: \_\_\_\_\_ Dollars (\$ **NO CHANGE** )  
Contract Total Including This Change Order Will Be: \$ \_\_\_\_\_

The time provided for completion in the contract due to this change order is (unchanged) (increased) (decreased) by \_\_\_\_\_ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

APPROVED: FITCH, LARocca, CARINGTON, JONES BY: [Signature] 7/16/69  
Architect Date  
ACCEPTED: CORBETTA CONSTRUCTION CO. INC. BY: [Signature] 2-26-70  
Contractor Date  
APPROVED: WILLIAM RAINEY HARPER COLLEGE BY: [Signature] 3-12-70  
User Date  
APPROVED: ILLINOIS BUILDING AUTHORITY BY: \_\_\_\_\_ Date \_\_\_\_\_



WILLIAM RAINEY HARPER COLLEGE  
DISTRICT NO. 512  
PALATINE, ILLINOIS 60067

BILLS FOR APPROVAL  
MARCH 12, 1970

			PAGES
I.	EDUCATIONAL FUND	\$1,093.40	1
II.	BUILDING FUND	\$4,449.03	1
III.	SITE & CONSTRUCTION FUND	<u>\$10,000.00</u>	1
		<u>\$15,542.43</u>	



WILLIAM RAINEY HARPER COLLEGE  
DISTRICT NO. 512  
PALATINE, ILLINOIS 60067

EDUCATIONAL FUND EXPENDITURES -- MARCH 12, 1970

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHECK NUMBER</u>	<u>CHECK AMOUNT</u>
Jack S. Rude	Equipment Repair	12257	<u>\$1,093.40</u>

To: Treasurer

From: Board of Trustees

The above listed check number 12257 is hereby approved for payment.

Date of Approval: March 12, 1970

Vice Chairman  
*Paulton C. Hanson*

Secretary  
*Janet M. Sibley*



WILLIAM RAINEY HARPER COLLEGE  
DISTRICT NO. 512  
PALATINE, ILLINOIS 60067

BUILDING FUND EXPENDITURES -- MARCH 12, 1970

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHECK NUMBER</u>	<u>CHECK AMOUNT</u>
Gibson Electric Co.	Other Capital Outlay - Electrical Building F; Voc/Tech Electrical	1797	<u>\$4,449.03</u>

To: Treasurer

From: Board of Trustees

The above listed check number 1797 is approved for payment.

Date of Approval: March 12, 1970

*Vice*  
Chairman *Walter C. Haman*

Secretary

*Joseph D. Sukla*



WILLIAM RAINEY HARPER COLLEGE  
DISTRICT NO. 512  
PALATINE, ILLINOIS 60067

SITE & CONSTRUCTION FUND EXPENDITURES -- MARCH 12, 1970

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHECK NUMBER</u>	<u>CHECK AMOUNT</u>
Art Drapery Studio Inc.	Partial Payment - Draperies	792	<u>\$10,000.00</u>

To: Treasurer

From: Board of Trustees

The above listed check number 792 is hereby approved for payment.

Date of Approval: March 12, 1970

Vice Chairman  
*Milton C. Hansen*

Secretary  
*Judy M. Dickla*  
*Pro Tem*

CRITERIA FOR FACULTY PROMOTIONS  
(Harper College Faculty Promotions Committee)

Positive

To the Assistant level:

1. Completed additional hours of work in his field.
2. Outstanding work in his field: course coordinator, set up a new course, etc.
3. Has done his share of the committee work here at Harper.
4. Has served at the last level of rank for a period of time--one year.

To the Associate level:

1. Shows some professional growth
  - a. additional courses
  - b. seminars
  - c. in-service work shops
2. Outstanding work in his field: publication, paper read, set up new courses, etc.
3. Has done his share of the committee work here at Harper.
4. Has served at the last level of rank for a period of time--two years.
5. If claims to GRANDFATHERER CLAUSE are valid, then minimum qualifications are met.

To the Professor level:

1. Shows some professional growth
  - a. additional courses
  - b. seminars
  - c. in-service workshops
2. Outstanding work in his field: publication, paper read, etc.
3. Has done his share of the committee work here at Harper.
4. Has served at the last level of rank for a period of time--three years.
5. Has all the qualifications and we feel tenure should go with this rank and we recommend promotion to the rank of full professor as soon as tenure is granted (teaching faculty ONLY).

Negative

1. Additional hours needed to fill the basic requirements.
2. Lack experience.
3. Shows no sign of professional growth since initial placement.
4. Has not taught at his present level sufficient number of years.
5. Has not done his part in becoming involved in the committee work here at Harper.
6. Meets minimum qualifications, but at this time we feel we are unable to evaluate this person.

Highly Recommended -- received a YES vote from all members on the committee.  
Recommend -- received ONE no vote  
Minimum -- received TWO or more no votes

RECOMMENDATION

FROM: Dr. Robert E. Lahti, President  
TO: Board of Trustees of Harper College  
DATE: March 11, 1970  
SUBJECT: Administrative Promotions

The vice president's have reviewed each administrator and his credentials as a committee of three and agree that all administrators included in Exhibits A-2, 3, and 4 more than meet the minimum qualifications and criteria of faculty rank at Harper College.

I personally spent approximately three hours in the review of these candidates with the vice president's, and I am satisfied these administrators deserve the recommended promotion.

I therefore recommend to the Board of Trustees of Harper College that the aforementioned candidates be promoted to the new rank requested for each.

FOR BOARD ACTION

SUBJECT:

Consideration of teaching faculty members recommended for promotion in rank.

REASON FOR CONSIDERATION BY THE BOARD:

Recognition of teaching faculty for professional improvement, effective teaching, contributions to their profession, students and the college by awarding a promotion in academic rank.

BACKGROUND INFORMATION:

After a review of teaching faculty applicants the Faculty Promotions Committee, Division Chairmen, Deans, Vice President and President recommend the promotions in rank.

RECOMMENDED ACTION:

Grant promotions in rank to the following teaching faculty:

A. From instructor to assistant professor:

Henry C. Meier  
Frank L. Oliver  
Lee Owens  
Martin Ryan  
Joe B. Tillotson  
Robert R. Zilkowski

B. From assistant professor to associate professor:

William R. Foust  
Roy G. Kearns  
John A. Knudsen  
Thomas R. McCabe  
William H. Miller  
Michael V. Ostrowski  
Gregory Franklin

MEMORANDUM

March 9, 1970

TO: Dr. Robert E. Lahti, President

FROM: W. J. Mann, Vice-President - Business Affairs

SUBJECT: Administrators' Rank

In the past, I have not considered the assigning of rank to administrators, a problem that merits much concern. As our college has developed and rank for administrators has been awarded at all levels other than the business area, I believe it is appropriate to request rank for business office staff at the director's level. This would include directors with a master's degree, or in a master's degree program that is planned to be completed by July, 1971. While I believe that some of the directors could qualify for a higher rank, I am requesting that all be awarded the rank of Instructor. Should certain directors feel they qualify for a higher level, they may apply individually in subsequent years.

I am requesting the awarding of the rank of Instructor for the following directors:

1. Tony Dolejs
2. Bob Hughes
3. Will Von Mayr



MEMORANDUM

TO: Dr. Robert E. Lahti

FROM: C. H. Schauer and James Harvey

SUBJECT: Administrative Promotions - Fall 1970

C. H. Schauer, Vice President of Academic Affairs  
recommends the promotion in rank to:

A. From instructor to assistant professor:

Mr. Robert W. Thieda

James Harvey, Vice President of Student Affairs  
recommends the promotion in rank to:

A. From assistant professor to associate professor:

Mr. John A. Gelch

Mr. Donn Stansbury

FOR BOARD ACTION

SUBJECT:

Assignment of rank for Mr. David Groth, Assistant to the Dean of Evening and Continuing Education.

REASON FOR CONSIDERATION BY THE BOARD:

No rank assignment made.

BACKGROUND INFORMATION:

Has the necessary experience and is a doctoral student nearing completion of his doctoral degree. Has served Harper College as an Administrative Intern in April of 1969 to September, 1969, after which he was employed as Assistant to the Dean of Evening and Continuing Education for the 1969-70 Academic Year.

RECOMMENDED ACTION:

That Mr. Groth be granted the rank of Assistant Professor effective with the contract that may be issued for the 1970-71 Fiscal Year (July 1, 1970 to June 30, 1971).

FOR BOARD ACTION

SUBJECT:

Assignment of rank for Mr. William J. Mann, Vice President of Business Affairs .

REASON FOR CONSIDERATION BY THE BOARD:

More than meets the minimum requirment .

BACKGROUND INFORMATION:

Earned an additional degree (C.A.S. awarded August, 1969)  
Has completed three years at Harper College contributing outstanding service.

RECOMMENDED ACTION:

That Mr. Mann be granted the rank of Associate Professor effective with the contract that may be issued for the 1970-71 Fiscal Year (July 1, 1970 to June 30, 1971).

RECEIVED  
SEP 10 1969  
BUSINESS OFFICE

Frank M. Hines *Attorney at Law*

31 PARK LANE  
ELK GROVE VILLAGE, ILLINOIS 60007  
437-0241 AND 437-0242

September 9, 1969

Mr. William Mann, Vice-President  
William Rainey Harper College  
Roselle Road @ Algonquin Road  
Palatine, Illinois

Re: Revision in Permanent Leases Insurance Provisions

Dear Mr. Mann:

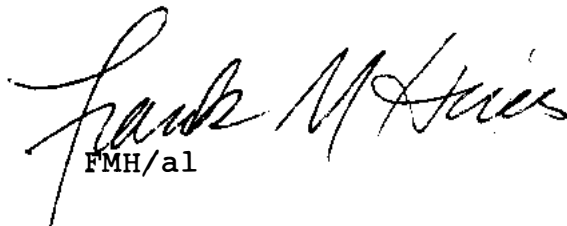
This will acknowledge receipt of your recent inquiry on the above subject.

I have reviewed the proposed revision, which as you know pertains to Paragraph 18 of the IBA lease, and find no provisions therein which appear to be either devious, dubious, or otherwise undesirable.

I do not have a copy of the original Paragraph 18, however, and thus my comments cannot extend to a comparative analysis.

Otherwise, it would appear that the amended Paragraph 18 is acceptable, and it should be processed with a recommendation that it be approved. According to Mr. Wiedel's comments, the primary purpose of the change is to relieve Harper College of possible liability for casualty loss to the premises in question.

Sincerely,

  
FMH/al



ILLINOIS BUILDING AUTHORITY • 135 S. LA SALLE ST., CHICAGO, ILL. 60603 • PHONE 346-1767

CHAIRMAN  
FRANKLIN B. SCHMICK

MEMBERS  
MONTGOMERY CARROTT  
FRANCIS A. DUNN  
ALBERT C. SCHLIPP  
DONALD T. SHERIDAN  
ARTHUR S. SMITH  
LOUIS J. ROSS

EXECUTIVE DIRECTOR  
WILLIAM P. FORD

*Wm. Rainey Harper College  
Action  
9-2-69*

August 27, 1969

**RECEIVED**  
AUG 29 1969  
OFFICE OF THE PRESIDENT

Dr. Robert Lahti, President  
William Rainey Harper College  
Junior College District No. 512  
34 West Palatine Road  
Palatine, Illinois 60067

Re: Permanent Leases  
Insurance Provisions

Dear Dr. Lahti:

In order to describe more accurately the insurance protection provided for the construction projects, and to expand the protection of the using agencies, the Authority proposes to amend the insurance provisions of paragraph 18 of the project construction leases. By this amendment the Authority as lessor waives its rights of recovery for casualty loss from the lessee, the using agency, by virtue of negligence etc. of the using agency or its agents. The amendment further refines the language which describes the insurance carried by the Authority.

Please cause the amendment documents to be executed by the appropriate officers, approved by your Board's legal counsel and return all executed copies to the Authority. Upon the Authority's execution a fully executed copy will be returned.

Very truly yours,

*Michael C. Wiedel*

Michael C. Wiedel  
Staff Counsel

MCW:j  
encl.

Amendment to  
Construction Lease  
IBA Project No. 74-95

By mutual agreement of the parties hereto, the lease between the Illinois Building Authority and the Board of Junior College District No. 512, Counties of Cook, Kane, Lake & McHenry, William Rainey Harper College, Palatine, Illinois dated the 20th day of November 1967, concerning IBA Project No. 74-95, acquisition of real estate, construction of Junior College facilities for said Junior College District No. 512, William Rainey Harper College, Palatine, Illinois is hereby amended as follows:

Delete Paragraph 18 of the lease above described and lieu thereof insert the following:

"18. Lessor shall maintain or cause to be maintained insurance during the lease term on the building or buildings, equipment and facilities, at any time situated on said premises against loss or damage by fire, wind storm and other risks included in the term 'extended coverage insurance' in amounts sufficient to provide for not less than full recovery of the full insurable value. Such insurance policy or policies shall be placed with responsible insurance company or companies, qualified to do business in the State of Illinois.

"All such policies shall name the lessor as insured thereunder and such policies or certificates of such insurance shall be deposited with the secretary of the lessor to be examined during the business hours of lessor by agents of lessee upon reasonable notice to lessor. A statement of all such insurance over the signature of the secretary of the lessor, including a description thereof and the principal amount thereof, shall be delivered to lessee, at the time of the commencement of the coverage hereinabove provided for and at any time thereafter when the coverage is modified, either as to the nature thereof or the principal amount thereof. The proceeds of any such policy shall be used to repair or reconstruct new equipment to the extent such proceeds are available therefor; provided, however, to the extent proceeds of such insurance are not needed for such purposes as determined by lessee, the amount thereof shall be paid over to the lessor and used by lessor in such manner as lessor may direct and shall reduce the total payment by lessee referred to in Paragraph 8 hereof.

"Under no circumstance whatsoever shall lessee be liable to lessor or any person, firm or corporation claiming by, through or under lessor for any loss or damage to the demised premises by fire, wind storm or other risks included within the term 'extended coverage insurance' including but not limited to loss or damage due to the

Amendment to  
Construction Lease  
IBA Project No. 74-95

-2-

negligence of lessee and or its agents, employees and or students, (or, as the case may be, patients or inmates) it being understood that lessor shall look solely to the insurer or insurers for reimbursement for any such loss or damage. Lessor hereby waives any and all right of recovery against lessee for any insurable loss occurring to or upon the hereinabove described premises."

No other provision of said lease shall be changed hereby.





STATE OF ILLINOIS }  
COUNTY OF ..... } SS

On this ..... day of ....., before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared .....  
who acknowledges himself to be the Chairman of the Board of Junior College  
District No. 512 and ..... who acknowledges  
himself to be the Secretary of Junior College District No. 512  
being lawfully authorized to do so, executed and attested the foregoing instruments as the, .....  
above described officers of said Junior College District No. 512  
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

.....  
Notary Public

My commission expires .....

STATE OF ILLINOIS }  
COUNTY OF ..... } SS

On this ..... day of ....., before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared .....  
who acknowledges himself to be the ..... Chairman of the Illinois Building Authority of  
the State of Illinois, and ....., who acknowledges himself to be the .....  
Secretary of the Illinois Building Authority of the State of Illinois, being authorized to do so, ex-  
ecuted and attested the foregoing instrument as the above-described officers of said Illinois Build-  
ing Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

.....  
Notary Public

My commission expires .....

Cygn F Harms - 3/4/70

CHICAGO  
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MINNEAPOLIS  
ST. LOUIS  
NEW ORLEANS  
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ST. PAUL  
KALAMAZOO  
DULUTH  
MILWAUKEE  
LOS ANGELES  
SAN FRANCISCO  
SEATTLE  
PORTLAND  
PHOENIX  
SAN DIEGO  
OAKLAND  
SPOKANE  
JUNEAU  
MELBOURNE  
SYDNEY

ESTABLISHED 1871

# MARSH & McLENNAN

INCORPORATED  
INSURANCE

231 SOUTH LASALLE STREET CHICAGO 60604

AREA CODE 312 346-1400

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EDMONTON  
WINDSOR  
SACAS  
SAO PAULO  
BRUSSELS  
LONDON  
ROME

RECEIVED  
FEB 1 1970  
BUSINESS OFFICE

February 26, 1970

Mr. William J. Mann  
Vice President of Business Affairs  
William Rainey Harper College  
Algonquin & Roselle Roads  
Palatine, Illinois 60067

Dear Mr. Mann:

I.B.A. LEASE

With reference to our recent telephone conversation relative to the above, as your insurance brokers it is our opinion that the amendment to the lease be accepted with the proviso that Harper College be added as a named insured under the Boiler and Machinery policy arranged by the Illinois Building Authority.

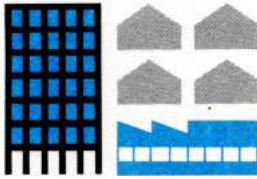
We would again want to go on record that there should be a clear understanding that in the event of a loss you will have a voice in the adjustment and final settlement of any claim coming within the scope of the contract. I trust that with the above will assist you in arriving at your final decision with regard to the I.B.A. request.

Yours very truly,



Arthur A. Jarris  
Assistant Vice President

AAJ:yjs



**CHAIRMAN**

FRANKLIN B. SCHMICK

**MEMBERS**

MONTGOMERY CARROTT

FRANCIS A. DUNN

ALBERT C. SCHLIPF

DONALD T. SHERIDAN

ARTHUR S. SMITH

LOUIS J. ROSS

**EXECUTIVE DIRECTOR**

WILLIAM P. FORD

ILLINOIS BUILDING AUTHORITY • 135 S. LA SALLE ST., CHICAGO, ILL. 60603 • PHONE 346-1767

June 25, 1970

JUN 26 1970

Mr. William J. Mann,  
William Rainey Harper College  
Junior College District No. 512  
Algonquin and Roselle Roads  
Palatine, Illinois 60067

Re: IBA Project No. 74-95  
Wm. Rainey Harper College  
Permanent Lease  
Insurance Provisions

Dear Mr. Mann:

Enclosed is your fully executed copy of the "Amendment to Construction Lease" for the above project.

Very truly yours,

Michael C. Wiedel  
Staff Counsel

MCW:jc  
encl.

Amendment to  
Construction Lease  
IBA Project No. 74-98

By mutual agreement of the parties hereto, the lease between the Illinois Building Authority and the Board of Junior College District No. 512, Counties of Cook, Kane, Lake & McHenry, William Rainey Harper College, Palatine, Illinois dated the 20th day of November 1967, concerning IBA Project No. 74-95, acquisition of real estate, construction of Junior College facilities for said Junior College District No. 512, William Rainey Harper College, Palatine, Illinois is hereby amended as follows:

Delete Paragraph 18 of the lease above described and lieu thereof insert the following:

"18.Lessor shall maintain or cause to be maintained insurance during the lease term on the building or buildings, equipment and facilities, at any time situated on said premises against loss or damage by fire, wind storm and other risks included in the term 'extended coverage insurance' in amounts sufficient to provide for not less than full recovery of the full insurable value. Such insurance policy or policies shall be placed with responsible insurance company or companies, qualified to do business in the State of Illinois.

"All such policies shall name the lessor as insured thereunder and such policies or certificates of such insurance shall be deposited with the secretary of the lessor to be examined during the business hours of lessor by agents of lessee upon reasonable notice to lessor. A statement of all such insurance over the signature of the secretary of the lessor, including a description thereof and the principal amount thereof, shall be delivered to lessee, at the time of the commencement of the coverage hereinabove provided for and at any time thereafter when the coverage is modified, either as to the nature thereof or the principal amount thereof. The proceeds of any such policy shall be used to repair or reconstruct \*new equipment to the extent such proceeds are available therefor; provided, however, to the extent proceeds of such insurance are not needed for such purposes as determined by lessee, the amount thereof shall be paid over to the lessor and used by lessor in such manner as lessor may direct and shall reduce the total payment by lessee referred to in Paragraph 8 hereof.

"Under no circumstance whatsoever shall lessee be liable to lessor or any person, firm or corporation claiming by, through or under lessor for any loss or damage to the demised premises by fire, wind storm or other risks included within the term 'extended coverage insurance' including but not limited to loss or damage due to the

\* the building and facilities thereon and to repair, replace or substitute.

Amendment to  
Construction Lease **74-95**  
IBA Project No. \_\_\_\_\_

-2-

negligence of lessee and or its agents, employees and or students, (or, as the case may be, patients or inmates) it being understood that lessor shall look solely to the insurer or insurers for reimbursement for any such loss or damage. Lessor hereby waives any and all right of recovery against lessee for any insurable loss occurring to or upon the hereinabove described premises."

No other provision of said lease shall be changed hereby.

Amendment to  
Construction Lease  
IBA Project No. 74-95

- 3 -

IN WITNESS WHEREOF, the Board of Junior College District  
No. 512, Counties of Cook, Kane, Lake and McHenry  
of the State of Illinois, has caused this Amendment to Construction  
Lease to be executed on its behalf by its Chairman  
pursuant to due authorization and the authorized seal to be hereunto  
affixed and attested by

\_\_\_\_\_ and the Illinois Building Authority  
has caused this Amendment to Construction Lease to be executed on its  
behalf by its \_\_\_\_\_ Chairman and its corporate seal to be  
hereunto affixed and attested by its \_\_\_\_\_ Secretary, pursuant to  
due authorization of said Authority, all as of the day and date below  
written. This Amendment to Construction Lease has been executed in  
several counter parts, each of which may be considered as an original.

Dated this 1 day of September 1969.

The Board of Junior College

District No. 512

BY Richard L. Johnson

ILLINOIS BUILDING AUTHORITY

BY Behmick  
Chairman

Attest:

James J. Hamill  
Secretary

Attest:

H. Ford

Assistant Secretary

Approved as to form and content:

Frank M. Hives  
Legal Counsel

Approved as to form and content:

Paul W. Ryan  
Legal Counsel, Illinois Building  
Authority

STATE OF ILLINOIS Cook } SS  
COUNTY OF .....

On this 13th day of March, 1970, before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared Richard L. Johnson  
who acknowledges himself to be the Chairman of the Board of Junior College  
District No. 512 and James J. Hamill who acknowledges  
himself to be the Secretary of Junior College District No. 512  
being lawfully authorized to do so, executed and attested the foregoing instruments as the, .....  
above described officers of said Junior College District No. 512  
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES NOV. 7, 1971  
ISSUED THRU ILLINOIS NOTARY ASSOCIATION

Barbara J. Marf  
Notary Public

My commission expires .....

STATE OF ILLINOIS Cook } SS  
COUNTY OF .....

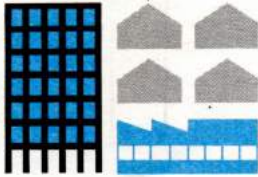
On this 24th day of June, 1970, before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared F. B. Schmidt  
who acknowledges himself to be the ..... Chairman of the Illinois Building Authority of  
the State of Illinois, and W. J. Ford who acknowledges himself to be the Assistant  
Secretary of the Illinois Building Authority of the State of Illinois, being authorized to do so, ex-  
ecuted and attested the foregoing instrument as the above-described officers of said Illinois Build-  
ing Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

William H. MacDonnell  
Notary Public

My Commission Expires May 13, 1973

My commission expires .....



*J cc to Frank - 7/8/70  
attached this to on  
copy of lease in minutes*

JUN 8 1970  
BUSINESS OFFICE

**CHAIRMAN**  
FRANKLIN B. SCHMICK

ILLINOIS BUILDING AUTHORITY 135 S. LA SALLE ST., CHICAGO, ILL. 60603 • PHONE 346-1767

**MEMBERS**  
MONTGOMERY CARROTT  
FRANCIS A. DUNN  
ALBERT C. SCHLIPF  
DONALD T. SHERIDAN  
ARTHUR S. SMITH  
LOUIS J. ROSS

June 8, 1970

**EXECUTIVE DIRECTOR**  
WILLIAM P. FORD

Mr. William J. Mann  
Wm. Rainey Harper College  
Algonquin and Roselle Roads  
Palatine, Illinois 60067

Re: IBA Project No. 74-95 - William Rainey  
Harper College - Phase I

Dear Mr. Mann:

Pursuant to the request of Mr. Frank M. Hines, I am enclosing the signature pages of the lease between the Board of Junior College District No. 512 and the Authority. As you recall the Board requested the Director of Finance of the State of Illinois to execute the lease on behalf of the Junior College District. There are no signatures of officials of Junior College District No. 512 on the lease. I hope that these are of some help to you.

Very truly yours,

Michael C. Wiedel  
Staff Counsel

MCW:j  
encl.



Director of Lessor, if Lessor is being served, or to the Director of Finance of the State of Illinois, if Lessee is being served; or

(b) By depositing a duly executed copy thereof in the United States mails, by registered or certified mail, duly addressed to Lessor or Lessee, as the case may be.

Service by such mailing shall be deemed sufficient if addressed to Lessor or Lessee, as the case may be, at such address as the Lessor or Lessee may have last furnished to each other and until a different address shall be so furnished.

21. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, and shall also inure to the benefit of the holders of the bonds of the Lessor, referred to herein as their interests may appear.

22. In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision herein contained shall not affect the remaining portions of this Lease.

23. Anything herein to the contrary notwithstanding, it is understood that the obligations of the Lessor herein are conditioned upon funds being provided to it through authorized borrowings or legislative appropriations or both.

24. It is understood and agreed that this Lease is in substitution for and takes the place of any Lease heretofore entered into by and between the parties hereto applicable to the project or facilities herein referred to.

IN WITNESS WHEREOF, The Junior College District No. 512,  
Counties of Cook, Kane, Lake and McHenry, William Rainey Harper  
College, Palatine  
of the State of Illinois, has caused this Lease to be executed on its behalf by the Director of  
Finance of the State of Illinois pursuant to due authorization and the authorized  
seal to be hereunto affixed and attested by the Secretary of State of the State  
of Illinois

and the Illinois Building Authority has caused this Lease to be executed on its behalf by its  
.....Chairman and its corporate seal to be hereunto affixed and attested by its.....  
Secretary, pursuant to due authorization of said Authority, all as of the day and date above written.  
This Lease has been executed in several counter parts, each of which may be considered as an  
original.

\* The provision in paragraph 8 for transfer to Lessee upon payment of the sum therein recited shall deem to mean transferred to Junior College District No. 512, Counties of Cook, Kane, Lake and McHenry, William Rainey Harper College, Palatine, Illinois



Department of Finance

State of Illinois

By James A. Lavan  
Director

Attest:

Paul Powell

Secretary of State

ILLINOIS BUILDING AUTHORITY

By [Signature]  
Chairman

Attest:

[Signature]

Secretary

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 1970

ILLINOIS JUNIOR COLLEGE BOARD

Approved as to form and content:

William H. Clark  
Attorney General, State of Illinois

By: \_\_\_\_\_

~~Approved as to form and content:~~

~~Legal Counsel~~

Approved as to form and content:

[Signature]  
Legal Counsel  
Illinois Building Authority

Frank M. Hines *Attorney at Law*

31 PARK LANE  
AT HIGGINS & ARLINGTON HEIGHTS ROAD  
ELK GROVE VILLAGE, ILLINOIS 60007  
437-0241 AND 437-0242

February 17, 1970

RECEIVED  
FEB 18 1970  
BUSINESS OFFICE

Mr. William Mann  
William Rainey Harper College  
Algonquin and Roselle Roads  
Palatine, Illinois

Re: Amendment of IBA Lease

Dear Mr. Mann:

I have secured a copy of the lease agreement with the IBA for review purposes in analyzing IBA's request to make certain modifications therein.

Reference is made to the second paragraph of Section 18, wherein it states that the policies "shall name the Lessor and Lessee as the insured thereunder". The proposed amendment would exclude the Lessee as being insured under those policies.

For some reason, the copy of the lease that was sent me did not include the page containing the signatures of the Harper College personnel.

Now that I have had an opportunity to inspect the lease, an additional factor must be considered, i.e., the removal from the lease of the provision that Harper would be named insured under IBA's policies.

Let me know what your thoughts are.

Sincerely,

*Frank M. Hines*

FMH:cas

Encl.



### CONSTRUCTION LEASE

Project IBA—  
74-95

THIS LEASE (hereinafter referred to as the "Lease") made this 20th day of November, 1967, between the ILLINOIS BUILDING AUTHORITY, a body corporate and politic of the State of Illinois, duly organized and existing pursuant to "An Act to Create the Illinois Building Authority and to define its powers and duties", approved August 15, 1961, as amended (herein after referred to as the "Lessor") and the Director of Finance of the State of Illinois acting for and on behalf of Junior College District No. 512, Counties of Cook, Kane, Lake and McHenry, William Rainey Harper College, Palatine Illinois (hereinafter referred to as the "Lessee").

#### WITNESSETH :

WHEREAS, the Illinois Building Authority has been created pursuant to "An Act to Create the Illinois Building Authority and to define its powers and duties," approved August 15, 1961, as amended (which legislation is hereinafter referred to as the "Act"), in order to build and otherwise provide buildings and facilities for the various agencies, departments and commissions of the State of Illinois, including the Lessee, which the General Assembly by law deems to be in the public interest; and

WHEREAS, the General Assembly of the State of Illinois has declared it to be in the public interest for Lessor for the use of Lessee to acquire real estate, construct, Complete or Remodel buildings and other facilities from time-to-time for Junior College Districts ( 74th General Assembly \$ 20,500,000. and 75th General Assembly \$ 125,000,000.)

at a cost to Lessor not to exceed \$ 145,500,000; and

WHEREAS, Lessee has requested Lessor to acquire real estate, Construct, complete or remodel buildings and other facilities at Junior College District No. 512, Counties of Cook, Kane, Lake and McHenry, William Rainey Harper College, Palatine

(hereinafter referred to as "Facilities") at a cost to Lessor aggregating \$ 7,955,000; and



WHEREAS, the total cost to the Lessor of constructing and equipping said Facilities, together with all legal, financing, administrative and other costs incidental to the borrowing of money for said purposes, shall not and will not exceed \$...7,955,000...which sum is contemplated to be provided from the proceeds derived from the sale of revenue bonds to be issued by Lessor pursuant to the terms and conditions of the Act; and

WHEREAS, it is mutually desirable that Lessor lease said Facilities to Lessee at an annual rental, as hereinafter provided, and for terms sufficient to provide the income necessary for the payment of said revenue bonds, and for payment of interest thereon and the establishment of necessary reserves therefor and for legal, financing, administrative and other costs incidental thereto; and

WHEREAS, Lessor, by the execution of this instrument, does hereby agree to construct the Facilities the costs to be payable by Lessor out of the proceeds of authorized borrowing only to the extent of \$...7,955,000... for the purpose aforesaid, and to lease the same to the Lessee, and Lessee, by the execution of this instrument, does hereby agree to lease such Facilities from the Lessor, all as authorized pursuant to the Act;

NOW, THEREFORE, in consideration of the terms and covenants herein made by each of the parties, and for other good and valuable consideration, it is hereby covenanted and agreed by said parties ~~and~~ as follows:

1. Lessor, pursuant to the Act, and with reasonable promptness, upon the execution of this instrument, shall authorize and use its best efforts to issue and sell a sufficient amount of revenue bonds to provide funds to pay and redeem all Interim Notes, if any, issued for the purpose of the construction of said Facilities, and for the purpose of supplying any balance of the funds necessary for constructing said Facilities required for Lessee.

2. Lessor, pursuant to the Act, and with the proceeds derived from the sale of said revenue bonds, shall pay and redeem all outstanding Interim Notes, if any, issued for the purpose of constructing said Facilities, and the balance of the proceeds of said revenue bonds shall also be applied to the extent necessary to the construction of said Facilities and shall as soon as practicable, enter into and execute such contract or contracts that may be required for the construction of said Facilities in accordance with the plans and specifications approved by Lessee, for the use and occupancy by Lessee pursuant to the terms hereof.

3. Lessor shall require and procure from the contractors undertaking the construction of the Facilities necessary and proper bonds to guarantee the performance of such contract or contracts, and the Lessor shall maintain or cause to be maintained builder's risk insurance during construction in amounts sufficient to provide not less than full recovery of the full insurable value of construction.

4. Lessor shall require or procure from the contractor or contractors undertaking any part of the construction and equipping of the Facilities waivers of all liens and rights of liens for labor and materials furnished by it or them in the said construction of said Facilities. Lessor shall further procure from the said contractor or contractors all material and equipment guarantees and warranties as may be required by the specifications for the construction of said Facilities, and hereby assigns to Lessee during the lease term all right, title and interest therein and agrees to do all things and execute all instruments necessary to enable Lessee to obtain the customary warranty or guarantee service thereon.



5. The Lessor leases and lets to Lessee the property described on Exhibit A hereto attached and made a part hereof (jurisdiction of which has heretofore been or will be transferred to Lessor, or title to which has been or will be acquired by Lessor), including the Facilities to be constructed thereon by the Lessor, and all improvements, equipment and other facilities located or constructed on such premises by Lessor, upon the terms and conditions and for the rental herein set forth and stipulated.

6. In the event of termination of this Lease for any reason other than in accordance with Paragraph 8 hereof, Lessee shall grant Lessor an easement of ingress and egress to the nearest public way from the site of which jurisdiction has been transferred to Lessor, and Lessor shall grant to Lessee easements of ingress and egress over existing walkways where the same are located on said site, in each case said easements to be reasonably suited to the needs of the grantee thereof; and each party hereto shall have access to all air conditioning and utility facilities reasonably necessary for its purposes, and which are under the control of the other party, paying customary rates and charge for usual services provided by such other party in connection with the use of such air conditioning and utility facilities.

7. This Lease shall be for a term commencing December 1, 1967 and ending June 30, 1992 subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to pay the rent, and Lessee shall pay rent on the leased properties, as follows:

**On or before December 1, 1967 the sum of \$ 565,920. and on or before September 1 during each successive year of the term of this lease, the annual sum of \$ 565,920.**

provided that if for any reason it is hereafter determined that any agency or instrumentality of the State of Illinois is not authorized to execute, as Lessee, this Lease with the Illinois Building Authority, as Lessor, for a period of not to exceed thirty (30) years and subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation for rent becoming due under the terms of this Lease, then such provision in this Lease shall be of no further force and effect and in lieu thereof this Lease shall be and become one for two (2) years ending June 30 of the second year following the adjournment of the General Assembly making appropriations therefor, with options to renew this Lease for successive renewal terms commencing July 1 of each odd numbered year and ending June 30 in the next ensuing odd numbered year beginning July 1 of the year in which the rental appropriation is ~~XX~~ made by the General As-

sembly and the final renewal term ending June 30, 1992 which is the agreed date by which the Lessee will have paid the amount required to retire at final maturity date all of the revenue bonds issued by Lessor to pay the cost of constructing and equipping the facilities referred to herein.

In such event, for each of any such renewal terms Lessee shall become obligated to pay and hereby agrees to pay out of appropriations made available by the General Assembly of the State of Illinois to Lessor an annual cash rental for such biennium set forth in this Lease. Each of the successive options to renew herein granted may be exercised for the successive renewal term at any time after the adjournment of the General Assembly of the State at which appropriations shall have been made for such successive renewal term; provided, however, such options shall in each instance be deemed automatically exercised and the Lease automatically renewed for the successive renewal term commencing on the first day thereof if an appropriation has been made by the General Assembly of the State of Illinois for the payment of the rental thereof and such appropriation has been approved by the Governor.



Not more than 2.5% of each such rental payment may be credited to the general operation and administrative fund of the Lessor and used in payment of the administrative expenses of the Lessor as authorized by Section 7 of the Act. Said rent shall be payable solely from appropriations made or to be made by the General Assembly for the payment of such rent and any revenues derived from the leased properties.

8. It is expressly understood and agreed that upon the payment of the total sum of \$ 14,148,000. (less the sum of \$ 0 which has been paid under the terms of an Interim Lease) in rentals under the terms of this lease and all renewals thereof plus any other amounts which Lessor may have paid to protect its interest hereunder, this Lease shall terminate and Lessor shall transfer to Lessee all of Lessors right, title and interest in and to said Facilities, and also jurisdiction or title to all parts of the property described in Paragraph 5 hereof as to which the Lessee has theretofore transferred jurisdiction or title to the Lessor pursuant to the Act, all free and clear of the terms of this Lease and all other encumbrances, except any presently existing and except Acts done or suffered by Lessee, or existing by operation of law.

9. It is understood and agreed that the rent payable hereunder shall continue to be payable at the times and in the amounts herein specified, including all renewals hereof, whether or not said Facilities shall have been completed, or having been completed shall thereafter be wholly or partially destroyed or rendered unusable for any cause whatsoever, and there shall be no abatement of rent by reason thereof.

10. Lessee in its sole discretion may pay in advance any portion of the rentals, in which event the Lessor shall credit Lessee with such advance payments and any and all advance payments so made shall be credited against any rental thereafter falling due as Lessee may direct.

11. Prior to the time of taking actual possession Lessee and all authorized representatives shall have access at all reasonable times to the above described premises for the purpose of assisting in the planning and supervision of the installation of furnishings and equipment and site inspection.

12. If in the judgment of either Lessor or Lessee practical consideration during the construction of the Facilities require changes in the plans and specifications theretofore approved by Lessee, no such change shall be made except on the written approval of both parties.

13. Lessee may install in such Facilities or on said premises from time to time portable equipment, fixtures or furniture as it may desire. With the prior written approval of Lessor, Lessee may construct additions to said Facilities and may alter said Building to provide other passageways and means of ingress to and egress from said building and make changes in, and provide for additional utility and other connections.

14. Lessee shall not place a load upon any floor of the premises exceeding the floor load per square foot area which such floor is designed to carry. The Lessor and Lessee shall mutually determine safe floor loadings with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

15. Lessee shall pay such taxes and special assessments, if any, as may be validly levied against said premises or the building and facilities erected thereon during the term of this Lease. Lessee, at its own cost and expense, shall heat, light, operate and maintain the building and all other facilities erected or maintained on the leased premises and make all repairs necessary to maintain in first class condition the building erected thereon, painting and decorating the same as often as reasonably necessary.



16. Lessee agrees that the Facilities will be used solely in the conduct of Lessee's business and will at all times be and remain in the control of the Lessee. Lessee warrants that the Facilities will at all times be used and operated under and in compliance with the applicable laws of jurisdictions in which the same are located, and in compliance with applicable lawful acts, rules, regulations and orders of any commissions, boards or other legislative, executive or judicial bodies or officers having power to regulate or supervise the use of such Facilities by Lessee; provided, however, that the Lessee may in good faith and by appropriate proceedings contest the application of any such rule, regulation or order in any reasonable manner which will not adversely affect the title of the Lessor to the Facilities or subject any of the same to forfeiture or sale. Lessee further agrees that (i) it will not permit its rights or interest hereunder to be subject to any lien, charge or encumbrance; (ii) it will keep all of the Facilities free and clear of any and all liens, charges and encumbrances which may be levied against or imposed upon such Facilities as a result of the failure of the Lessee for any reason to perform or observe any of the covenants and agreements required to be performed or observed by Lessee hereunder; and (iii) it will not, without the prior written consent of the Lessor, assign this Lease or any of its rights hereunder or sublease any of the facilities provided, however, that such consent shall not be unreasonably withheld. No such assignment or sublease shall relieve the Lessee of any of its obligations, liabilities or duties hereunder which shall be and remain those of a principal and not a guarantor.

17. Lessee shall not permit or use such premises in any manner which will in any way increase rate or rates of insurance thereon, unless the added insurance cost of the premium therefor is paid by Lessee.

18. Lessor shall maintain or cause to be maintained insurance during the lease term on the building or buildings, equipment and Facilities at any time situated on said premises against loss or damage by fire, windstorm and all other risks including extended coverage insurance in amounts sufficient to provide for not less than full recovery of the full insurable value. Such insurance policy or policies shall be placed with responsible insurance company or companies qualified to do business in the State of Illinois.

All such policies shall name the Lessor and Lessee as the insured thereunder and such policies or certificates of such insurance shall be deposited with the Secretary of the Lessor. A statement of all such insurance over the signature of the Secretary of the Lessor, including a description thereof and the principal amount thereof, shall be filed with Lessee. The proceeds of any such policy shall be used to repair or reconstruct the building and Facilities thereon and to repair, replace or substitute new equipment to the extent such proceeds are available therefor; provided, however, to the extent proceeds of such insurance are not needed for such purpose as determined by Lessee the amounts thereof shall be paid over to the Lessor and shall be used by Lessor in such manner as the Lessor may direct and shall reduce the total payment by Lessee referred to in Paragraph 8 hereof.

19. Lessor will maintain and keep proper books of record and accounts in which shall be kept full and correct entries of all transactions relating to the leased property, and will cause an annual audit of its books, records and accounts for the preceding fiscal year to be made by an independent Certified Public Accountant and will mail a copy of such report to Lessee. Lessor also agrees to make available all records and accounts of transactions relating to said property to all authorized representatives.

20. Any notice or any demand required or permitted by this Lease shall be served in the following manner:

- (a) By delivering a duly executed copy thereof to the Chairman, Secretary or Executive



Director of Lessor, if Lessor is being served, or to the Director of Finance of the State of Illinois, if Lessee is being served; or

(b) By depositing a duly executed copy thereof in the United States mails, by registered or certified mail, duly addressed to Lessor or Lessee, as the case may be.

Service by such mailing shall be deemed sufficient if addressed to Lessor or Lessee, as the case may be, at such address as the Lessor or Lessee may have last furnished to each other and until a different address shall be so furnished.

21. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, and shall also inure to the benefit of the holders of the bonds of the Lessor, referred to herein as their interests may appear.

22. In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision herein contained shall not affect the remaining portions of this Lease.

23. Anything herein to the contrary notwithstanding, it is understood that the obligations of the Lessor herein are conditioned upon funds being provided to it through authorized borrowings or legislative appropriations or both.

24. It is understood and agreed that this Lease is in substitution for and takes the place of any Lease heretofore entered into by and between the parties hereto applicable to the project or facilities herein referred to.

IN WITNESS WHEREOF, The Junior College District No. 512,  
Counties of Cook, Kane, Lake and McHenry, William Rainey Harper  
College, Palatine  
of the State of Illinois, has caused this Lease to be executed on its behalf by the Director of  
Finance of the State of Illinois pursuant to due authorization and the authorized  
seal to be hereunto affixed and attested by the Secretary of State of the State  
of Illinois.

and the Illinois Building Authority has caused this Lease to be executed on its behalf by its  
.....Chairman and its corporate seal to be hereunto affixed and attested by its.....  
Secretary, pursuant to due authorization of said Authority, all as of the day and date above written.  
This Lease has been executed in several counter parts, each of which may be considered as an  
original.

\* The provision in paragraph 8 for transfer to Lessee upon payment of the sum therein recited shall mean transferred to Junior College District No. 512, Counties of Cook, Kane, Lake and McHenry, William Rainey Harper College, Palatine, Illinois

Department of Finance

State of Illinois

By James D. Rowan  
Director

Attest:

Paul Powell

Secretary of State

ILLINOIS BUILDING AUTHORITY

By [Signature]  
Chairman

Attest:

[Signature]

Secretary

Approved as to form and content:

William H. Clark  
Attorney General, State of Illinois

~~Approved as to form and content:~~

~~Legal Counsel~~

Approved as to form and content:

[Signature]  
Legal Counsel  
Illinois Building Authority



STATE OF ILLINOIS }  
COUNTY OF Madison } SS

On this 15th day of November, 1967, before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared James A. Ronan  
who acknowledges himself to be the Director of Finance of the state of  
Illinois

being lawfully authorized to do so, executed and attested the foregoing instruments as the, .....  
Director of Finance of the State of Illinois

for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal,

Heaven R. Johnson  
Notary Public

My commission expires 2-15-1969

STATE OF ILLINOIS }  
COUNTY OF Cook } SS

On this 22nd day of November, 1967, before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared G. B. Schmidt  
who acknowledges himself to be the ..... Chairman of the Illinois Building Authority of  
the State of Illinois, and D. T. Sheridan who acknowledges himself to be the .....  
Secretary of the Illinois Building Authority of the State of Illinois, being authorized to do so, ex-  
ecuted and attested the foregoing instrument as the above described officers of said Illinois Build-  
ing Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Esther Mollen  
Notary Public

My commission expires Dec 24, 1968



**CHAIRMAN**

FRANKLIN B. SCHMICK

ILLINOIS BUILDING AUTHORITY • 135 S. LA SALLE ST., CHICAGO, ILL. 60603 • PHONE 346-1767

**MEMBERS**

MONTGOMERY CARROTT

FRANCIS A. DUNN

ALBERT C. SCHLIPF

DONALD T. SHERIDAN

~~ANDREW J. ENRICH~~

LOUIS J. ROSS

T. A. Reynolds

EXECUTIVE DIRECTOR

WILLIAM P. FORD

March 4, 1970

Mr. Frank M. Hines  
Attorney at Law  
31 Park Lane  
Elk Grove Village, Illinois 60007

Re: IBA Project No. 74-95  
Wm. Rainey Harper College

Dear Mr. Hines:

This is in response to your March 2, 1970 letter concerning boiler insurance for Harper College. The Authority has taken steps to cause the Board of Junior College District No. 512 (Harper College) to be named as an additional insured on the boiler insurance policy presently in effect. The insurer, Commercial Union Insurance Group has agreed to include the various using agencies as additional insureds.

If you need any further information, please do not hesitate to call.

Very truly yours,

Michael C. Wiedel  
Staff Counsel

MCW:j

cc: Mr. Wm. J. Mann -  
Harper College

FOR BOARD ACTION

SUBJECT:

Employment of Mr. Jack Fuller as Assistant to Dean for Evening Operations.

REASON FOR CONSIDERATION BY THE BOARD:

Previously approved position now being filled.

BACKGROUND INFORMATION:

The position of Assistant to Dean for Evening Operations was approved at the January 22, 1970 Board of Trustees meeting with an approved employment date of March 1, 1970. Starting salary range was set at \$13,000 to \$15,000 based on a 12 month contract.

RECOMMENDED ACTION:

That Mr. Jack Fuller be employed as Assistant to Dean for Evening Operations at an annual salary rate of \$14,500 effective March 23, 1970, for the remainder of the 1969-70 fiscal year, and be employed at the same annual base rate effective July 1, 1970 through June 30, 1971.

WILLIAM RAINEY HARPER COLLEGE

PERSONNEL DATA FORM FOR RECOMMENDATION TO BOARD OF TRUSTEES

CANDIDATE Mr. Jack W. Fuller

Administrative  
FIELD (Suggested Teaching Area) Assistant to Dean for Evening Operations  
DIVISION

PREPARATION  
(Degree, School, Year Received & Semester Hours in Teaching Field)

<u>B.A.:</u>	<u>Southern Illinois University</u>	<u>1963</u>
<u>M.S.:</u>	<u>Southern Illinois University</u>	<u>1964</u>
<u>M.A.:</u>	<u>California State College</u>	<u>1968</u>
<u>Ed.D.:</u>	<u>University of Wyoming</u>	<u>1970</u>


HOURS BEYOND HIGHEST DEGREE IN TEACHING FIELD  
48 semester hours

MAJOR AREAS  
Adult & Higher Education, Political Science,  
Secondary Education

EXPERIENCE IN EDUCATION (Dates, Locations, Positions, etc.)

<u>Lakewood High School, 8/64-6/68 - (Social Studies</u>	<u>Teacher- (Political Science</u>
<u>Lakewood, California</u>	<u>(Business</u>
<u>Long Beach J.C., 9/67-6/68 - Political Science teacher</u>	
<u>Long Beach, California</u>	<u>Part Time</u>
<u>University of Wyoming, 8/68 - 4/70 - Dir. of Hall</u>	<u>Residence</u>
<u>Dept. of Public Aid - 10/63-4/64 - Social Worker -</u>	

HONORS & DISTINCTIONS  
East St. Louis, Illinois  
Teacher Education Scholarship

PERSONAL (Age, Marital Status, Children, Address, Etc.)  


RANK & SALARY  
\$14,500. (12 months) - Assistant Professor

RECOMMENDED BY

<u>Omar L. Olson</u>	<u>Omar L. Olson</u>	DIVISION CHAIRMAN
<u>[Signature]</u>	<u>[Signature]</u>	DEAN
<u>[Signature]</u>	<u>[Signature]</u>	VICE PRESIDENT
<u>[Signature]</u>	<u>[Signature]</u>	PRESIDENT

copy of 170  
January 23, 1970

RECEIVED  
JAN 2 1970  
BUSINESS OFFICE

Mr. J. L. Mosler  
C. DeMa Construction Company  
870 East Rond Road  
Deplaines, Illinois 60016

Re: William Rainey Harper College, Phase I

Dear Roy:

I have received your letter of December 3, 1969 relative to the distribution of electricity costs, secured additional information, and have the following recommendations for your consideration.

1. From observations of the number of construction workers and activities on the project from April 1969 to January 1970, the periods of premium time, the peak periods of power usage in tools, testing, and lighting requirements, it would seem that the Contractors usage of electricity increased in a steady rate to its peak during the month of August 1969, held relatively steady in September and dropped off very quickly in October, November, and December.
2. From the electric bills for the College in full operation as of January 1970 and going backwards to October 1969, it would seem that an approximate electric bill for the College would be around \$6,100.00. By the same token, the College first commenced usage of electricity on a minor scale in July, gradually increased in its usage as more facilities were turned over to it and was at a high degree of usage by mid-September when classes commenced.
3. We have used the above premises to establish percentages of distribution of the total incurred electric bills and would therefore recommend the following shared costs:

These are listed on Page Two

Mr. J. L. Mueller  
 Cerbatta Construction Company  
 William Rainey Harper College  
 Page Two

		<u>Electric Bill</u>	<u>WRH College</u>	<u>Cerbatta Construction</u>
April 23	1969	500.74	0	500.74
May 23	1969	1,065.00	0	1,065.00
June 24	1969	1,309.18	0	1,309.18
July 24	1969	2,010.65	1,270.29	1,542.36
Aug 22	1969	4,453.54	2,072.32	1,701.42
Sept 22	1969	6,001.00	5,100.75	1,700.25
Oct 21	1969	7,193.47	6,111.90	1,070.57
Nov 20	1969	6,770.00	6,070.00	677.00
Dec 22	1969	6,524.00	6,190.46	326.23
Jan 22	1970	6,174.00	6,174.00	0
		<u>43,734.27</u>	<u>33,628.52</u>	<u>10,105.75</u>

I understand that Cerbatta Construction Company and the College have made the fuel oil payment so I trust no further discussion is required on the matter.

Yours very truly,

Frank L. Larocca

FL/C

Pd. 26651.16 Oct Nov Dec Jan by WRH

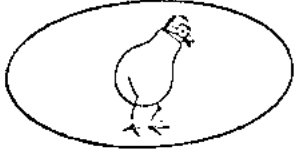
6969.36

Spt B. 11 6801.

Pay carb. 168.36

cc: Mr. William Mann, William Rainey Harper College





# Commonwealth Edison Company

72 WEST ADAMS STREET \* CHICAGO, ILLINOIS 60690

ACCOUNT NUMBER  
8242 LN 36249

CONBETTA CONST CO  
875 E RAND ROAD  
DES PLAINES ILL

1501 ROSELLE RD  
PALATINE ILL

AL.MO. N

N 06

## STATEMENT OF ACCOUNT AS OF 1-22-70

	FROM	TO	AMOUNT	DUE
PREV NET	8-22	9-22	\$ 6801.75	PAST DUE
		TOTAL	6801.75	

TEACHING APPLICATIONS RECEIVED SINCE JULY 1, 1970

Communications Division:

English	110	
Foreign Language	35	
Speech	<u>23</u>	168

Engineering Division:

Architecture	3	
Electronics	8	
Engineering	4	
Mechanical Drawing	<u>4</u>	19

Humanities Division:

Art	31	
Fashion Design	4	
Music	25	
Philosophy	<u>25</u>	85

Life Sciences Division:

Biology	23	
Nursing	1	
Physical Education	<u>8</u>	32

Math & Physical Sciences Division:

General Inquiries	70	
Chemistry Applications	12	
Math Applications	30	
Physical Science Appl.	<u>10</u>	122

Social Science Division:

Anthropology	4	
Education	21	
Geography	11	
History	82	
Law Enforcement	6	
Political Science	36	
Psychology	42	
Social Science	19	
Fire Science	<u>5</u>	226

## TEACHING APPLICATIONS RECEIVED SINCE JULY 1, 1970

Business Division:

Accounting	34	
Data Processing	15	
Economics	28	
Management	39	
Marketing	16	
Law	8	
Food Services Mgmt.	3	
Secretarial Science	4	
Finance	4	
General Inquiries	<u>51</u>	
		<u>202</u>
TOTAL - ALL DIVISIONS:		854

ct  
3/12/70