710

WILLIAM RAINEY HARPER COLLEGE

Algonquin & Roselle Roads Palatine, Illinois 60067

AGENDA

January 9, 1969

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes
- IV. Approval of Disbursements
 - a. Construction Payouts
 - b. Bills Payable
 - c. Payroll, December 16-31, 1968
 - d. Estimated Payroll, January 1, 1969 to January 31, 1969
- V. Communications
- VI. Unfinished Business
- VII. New Business
 - a. Recommendation: Advisory Committee to the Practical Exhibit A

 Nursing Program
 - b. Presentation: Job Description for Food Service

Exhibit B

c. Recommendation and Approval: Dental Hygiene Equipment
Bids

Exhibit D

Exhibit C

- d. Recommendation and Approval: Contract with CRS and F&F for Music and Science addition
- e. Discussion: Board meeting schedule
- f. Other

VIII. President's Report

- a. Chicago Metropolitan Sanitary District
- IX. Adjournment

January 7, 1969

BOARD OF TRUSTEES

Dear Trustee:

Enclosed is the Agenda and supporting information for the regularly scheduled Board meeting to be held Thursday, January 9, 1969, 1200 West Algonquin Road, Palatine, Illinois, 8:00 p.m.

The approval of disbursements, Construction Payouts, Bills Payable, Payroll, will be mailed to you separately on Wednesday, January 8.

I shall look forward to seeing you on Thursday, eight o'clock in the evening.

Sincerely,

Robert E. Lahti

Kakent & Folio

President

rb enclosures

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

Minutes of the Regular Board Meeting of Thursday, January 9, 1969

CALL TO ORDER:

The Regular meeting of the Board of Junior College District No. 512 was called to order at 8:05 p.m., January 9, 1969, at the College Board Room of the Administrative Center, at Algonquin and Roselle Roads, Palatine, Illinois, by Chairman Johnson.

In the absence of Secretary Nicklas, <u>Member Hutchings</u> moved and Member Haas seconded the motion that Member Hansen be appointed Secretary Pro Tempore. Motion unanimously carried.

ROLL CALL:

Present: Members John Haas, James Hamill, Roy Hutchings, Milton Hansen, and Richard Johnson

Absent: Members John Kuranz and Jessalyn Nicklas

Also present: Dr. Robert E. Lahti, Kenneth Andeen, John Birkholz, Frank Borelli, James Harvey, R. J. Hughes, William Mann, Donald Misic, John Thompson, John Upton, Frank Vandever, George Voegel, Harper College; and Edward M. Kalish and Thomas Seward, Harper College Senate; Frank Hines, Board Attorney; Laurence Moats and Sean Ryan, Harper College Students; Martha Moser, Paddock Publications; Ruth Schulman, Day Publications; Ralph P. Klatt, Des Plaines Suburban Times; Charlene Baron, League of Women Voters; H. Baron, D. L. Saslow Co.

MINUTES:

Member Haas moved and Member Hamill seconded the motion to approve the minutes of the meeting of December 19, 1968, as distributed. Motion unanimously carried.

Member Nicklas entered the meeting at 8:10 p.m. and assumed the duties of the Secretary.

<u>DISBURSEMENTS</u>: Bills Payable

Member Hutchings moved and Member Haas seconded the motion to approve for payment the Bills Payable as of Jan. 9, 1969, as follows:

Educational Fund	\$28,141.43
Building Fund	22,260.68
Site & Construction Fund	256.00
Auxiliary Fund	7,217.41
_	\$57,875.52
	73,70,000

DISBURSEMENTS:

Upon roll call, the vote was as follows:

Bills Payable (Cont.)

Ayes: Members Haas, Hamill, Hutchings, Hansen,

Nicklas and Johnson

Nays: None

Payrolls

Member Haas moved and Member Hutchings seconded the motion to approve for payment the payroll of December 16 through 31, 1968, in the amount of \$117,328.78, and the estimated payroll of January 1 through 31, 1969, in the amount of \$211,500.00.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hutchings, Hansen,

Nicklas and Johnson

Nays: None

Construction Payouts

Member Hutchings moved and Member Haas seconded the motion that W. J. Mann, Dean of Business, be authorized to approve the following construction payouts:

Comstock-Gibson Electric Co. \$ 67,819.92

Fridstein, Fitch & Partners,
Architectural Services 6,553.16

Fridstein, Fitch & Partners,
Concrete Testing 3,447.75

Corbetta Construction Company 268,110.00

Reliable Sheet Metal Works 36,958.32

Member Hamill asked if there were any improvement in the last two weeks in construction progress. Dr. Lahti stated due to severe weather, there had been no specific progress. They are working on closing in the facilities so tradesmen will be able to work and the heat is supposed to be in by January 15. Mr. Hughes stated there is still a problem in getting glass in. Dr. Lahti suggested the Board call for another report from CPM and the architects either at the last meeting in January or the first meeting in February as this helps the momentum of the job.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hutchings, Hansen,

Nicklas and Johnson

Nays: None

DISBURSEMENTS: Contract Adjustment

Chairman Johnson discussed the request from the I.B.A. for a resolution to conform with theirs on the adoption of the final project budget for Phase IA and IB.

Member Hutchings moved and Member Hamill seconded the motion that the Project Budget adopted September 14, 1967, be amended from \$12,223,151.00 to \$12,246,046.00 for the total Project Budget Phase IA and IB.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hutchings, Hansen,

Nicklas and Johnson

Nays: None

Change Orders

Mr. Mann discussed the change orders requested by Mr. Fridstein of Fridstein, Fitch & Partners, in the amount of \$7,000 for soil testing and in the amount of \$5,000 for concrete testing. In the discussion which followed, the Board agreed they could understand the problem with soil testing, based on the unsuitable soil found on the site, but questioned the change order for concrete testing. Member Haas asked why, since the amount of concrete had not changed, was the original estimate off by such a large amount.

Member Haas moved and Member Nicklas seconded the motion for payment of the change orders in the amount of \$7,000 for soil testing and \$5,000 for concrete testing as presented, with the request the administration ask for more information as to why the estimate was off as far as the concrete testing was concerned.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hutchings, Hansen,

Nicklas and Johnson

Nays: None

COMMUNICATIONS:

Chairman Johnson called attention to a letter to be sent to the Superintendent of Highways, Cook County Highway Department, in reference to a recent meeting between the Highway Department and representatives of Harper College. Dr. Lahti explained the Board was being asked to review the letter and, if it followed the direction given by the Board, it would be mailed.

COMMUNICATIONS:
(Cont.)

A discussion followed on this letter and the Board suggested the letter make it clear that the proposed agreement is contingent upon Euclid Avenue being constructed through the north part of the property. Mr. Mann was instructed to revise the letter as suggested.

Mr. Birkholz distributed copies of a letter dated January 9, 1969, addressed to Chairman Johnson from the Faculty Senate to the Board of Trustees. Mr. Birkholz stated that after the Senate received a report from the Faculty Affairs Committee, this letter was introduced by Dr. Seward in the form of a motion and then adopted by the Senate.

Dr. Seward was present and stated that he would speak for the Senate, if there were any questions.

The Board then discussed the letter and its subject matter. Responding to the question as to whether academic freedom was thought to be at issue, Dr. Seward stated that in his opinion it was not, and that the only reason this was claimed was because it was the only recourse available.

Mr. Birkholz read verbatim that portion of the minutes of the December 13, 1968, Faculty Senate meeting pertaining to the subject of the Faculty Senate letter, and he also read verbatim from the report of the special investigating committee. (Copies of these documents are attached to the copy of the official minutes.)

Following references to certain AAUP recommended procedures mentioned in the Faculty Senate letter, which have not been adopted as Board policy, Dr. Seward was requested to provide copies of these recommendations to the Board for its review, and he agreed to do so.

It was asked whether Mr. Kalish had been requested to submit information concerning his allegations to the special investigating committee, and Mr. Kalish stated that such a request had not been made directly of him, but that he would comply with such a request were it made.

Interest was expressed by several Board members in more detailed information as to these allegations being made, and it was then <u>moved by Member Haas</u> and seconded by Member Nicklas that the Faculty Senate letter be accepted

COMMUNICATIONS (Cont.)

and taken under advisement by the Board. Member Haas stated that the Faculty Senate letter should be studied further by the Board members, but that it appeared no case had been made and that the allegations in the letter were unsupported.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hansen, Hutchings,

Johnson and Nicklas

Nays: None

Member Hansen reported on the committee on which Member Kuranz and he serve for the purpose of seeking a possible consultant with regard to fringe benefits. In the absence of Member Kuranz, Member Hansen distributed a letter from a person offering his services and asked the Board to study this before the next meeting.

UNFINISHED BUSINESS:

None

NEW BUSINESS:
Advisory
Committee to
the Practical
Nursing
Program

Mr. John Thompson reported on the Advisory Committee for the Licensed Practical Nursing Program, stating the policies outlined by the state had been followed in the selection of the committee. He stated Miss Arns is actively working getting the curriculum established.

Member Haas moved and Member Hansen seconded the motion to approve as recommended the Advisory Committee for the Licensed Practical Nursing Program at Harper College. Motion unanimously carried.

Job Description for Food Service and Employment of Staff Dr. Lahti discussed the work which had been done in preparation of the job description for the Director of Hotel and Restaurant Manager and Director of Food Services, with the assistance of two Food Consultants, in the past thirty days. The Food Consultants have advised the staff of the college on the approach it should take on Food Service and all other facets of development and management. Dr. Lahti pointed out the college is on a very tight schedule in putting this facility in operation and because of this were presenting a candidate for this position. He further stated this is a very special and difficult field.

Member Hamill moved and Member Nicklas seconded the motion to approve the job description for the Director of Hotel and Restaurant Manager and Director of Food Services, and to approve the employment of Edward Albert Goodwin, in the field of Food Service, rank of Instructor, \$16,500.00 per year, 12 month contract.

NEW BUSINESS:

Job Description

for Food Service and Employment of

Staff

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hansen, Hutchings,

Nicklas and Johnson

Nays: None

Dental Hygiene Equipment Bids Mr. Misic explained the only bids being recommended for approval at this time were those items on dental hygiene equipment, as the Dental Assisting Program is not scheduled until 1970.

Member Hamill moved and Member Hutchings seconded the motion to approve the award of the following bids to D. L. Saslow, Inc.:

Bid Q-326, for a total sum of \$ 2,960.58 Bid Q-327, " " " " 74,836.39 Bid Q-332, " " " " " 16,549.59 \$94,346.56

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hansen, Hutchings,

Johnson and Nicklas

Nays: None

Employment of New Staff Dr. Vandever discussed the background and qualifications of Sandra Sutton in the field of Dental Hygiene.

Member Nicklas moved and Member Hamill seconded the motion to employ Mrs. Sandra Sutton, Instructor, at the annual salary of \$9,800.00, 12 month contract.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hansen, Hutchings,

Johnson and Nicklas

Nays: None

Mr. Birkholz discussed the background and qualifications of Elena H. Sherman, in the field of Data Processing.

Member Hansen moved and Member Nicklas seconded the motion
to employ Miss Elena H. Sherman, Instructor, at a salary
of \$9,800.00, pro-rated 19 weeks \$4,774.70, beginning
Jan. 27, 1969.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hansen, Hutchings,

Johnson and Nicklas

Nays: None

NEW BUSINESS:
Contract with
CRS and FF for
Music and
Science
Additions

Mr. Mann discussed the contract being recommended for approval with CRS and Fridstein, Fitch & Co., for the Music and Science Addition. He stated it had been reviewed by Mr. Collins, Mr. Hines, Mr. Hughes and himself. Only concern had been in the area of supervision and letters from CRS and Fridstein, Fitch & Co., had been distributed to the Board stating they will provide adequate supervision for this project.

The Board questioned whether landscaping for these additions had been included in the contract. Mr. Mann stated he was sure it had been.

Member Hamill moved and Member Haas seconded the motion to approve the contract with Caudill, Rowlett & Scott and Fridstein, Fitch & Co., as presented, in the sum of 6%.

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hansen, Hutchings,

Johnson and Nicklas

Nays: None

Board Meeting
Schedule

Dr. Lahti explained the Board meeting schedule was being brought to the Board for discussion. He stated in looking at the schedule from now to next September the main problem administratively was planning time, getting together schedules and meeting times. He discussed the previous arrangement of a business meeting and an educational meeting each month, stating this would be much easier on the staff internally. Dr. Lahti stated he could not say there would never be a piece of business on the educational meeting agenda, but it would be controlled. Mann's staff preferred the second meeting of the month to be the business meeting. Dr. Lahti suggested, if the Board agreed, continuing on the present schedule in January, and at the first meeting in February go back to the other format. He requested the Board call for and give direction as to the elements of the college with which they would like to be more familiar.

In the discussion which followed, the Board concurred on an educational and a business meeting each month, stating they would like the opportunity to have an informal meeting at which they could exchange ideas and discuss various areas of the college with staff.

<u>DISBURSEMENTS:</u>
Contract
Adjustment

Mr. Mann informed the Board that the resolution requested by the IBA on the Project Budget which had been passed earlier in the meeting had a point omitted from it.

After discussion, <u>Member Haas moved</u> and Member Nicklas seconded the motion to rescind the initial resolution and adopt the following resolution:

RESOLUTION

IT IS HEREBY RESOLVED by the Board of Junior College District No. 512, Counties of Cook, Kane, Lake, and McHenry, and State of Illinois, as follows:

<u>Section 1</u>. That the project budget for Phases IA and IB of the College Construction Program be revised as follows:

- (1) The total of the bid awarded is hereby changed from \$12,223,151.00 to \$12,246,046.00.
- (2) The project budget is hereby changed from \$14,494,426.66 to \$14,414,426.66.

<u>Section 2</u>. That the Resolution adopted by this College Board on the 14th day of September, 1967, and all other resolutions in conflict herewith, be and hereby are amended to the extent of such conflict.

<u>Section 3</u>. That this resolution shall have full force and effect from and after its date of passage.

PASSED this 9th day of January, 1969.

RICHARD JOHNSON (s)

Chairman

Attest:

JESSALYN M. NICKLAS (s)
Secretary

Upon roll call, the vote was as follows:

Ayes: Members Haas, Hamill, Hansen, Hutchings,

Johnson and Nicklas

Nays: None

NEW BUSINESS: Other

Member Haas discussed the meeting of the Intergovernment Council on January 16, called by District 25. Chairman Johnson stated he planned to attend, and Dr. Lahti reported either he or a representative of administration would attend.

Chairman Johnson called attention to the meeting of the AGB in April in Columbia, Missouri, and asked Board members to give some thought to attending this meeting. Member Nicklas indicated she would like to attend.

Dr. Lahti informed the Board the AAC meeting would be the first week in March in Atlanta, Georgia.

PRESIDENT'S
REPORT:
Metropolitan
Sanitary
District

Dr. Lahti reported on the progress of negotiations with the Metropolitan Sanitary District for installation of a sewer to serve the campus. He reviewed with the Board the meetings Mr. Mann and he had attended, indicating that the Metropolitan Sanitary District had tabled all projects except Harper's, giving Harper College highest priority, and pending an investigation by the engineering staff were going forward with engineering and bid documents for the construction of a temporary line. Dr. Lahti stated this temporary connection would serve only Harper, all other developments would have to wait until permanent facilities come through.

Member Hamill commended Dr. Lahti and Mr. Mann on the tremendous job they had done with the Metropolitan Sanitary District. Dr. Lahti paid tribute to Representative Eugenia Chapman, Senator John Graham, and Board members Johnson, Hansen and Hutchings, who had all attended these meetings.

ADJOURNMENT:

Member Nicklas moved and Member Hamill seconded the motion that the meeting be adjourned at 10:40 p.m. Motion unanimously carried.

ghairman Johnso

Secretary Nicklas

MINUTES OF REGULAR MEETING OF THE BOARD OF JUNIOR COLLEGE DISTRICT NO. 512, COUNTIES OF COOK, KANE, LAKE, AND MCHENRY, AND STATE OF ILLINOIS, HELD ON THE 9TH DAY OF JANUARY, 1969, AT 8:00 O'CLOCK P.M. AT 1200 ALGONQUIN ROAD, PALATINE, ILLINOIS, IN SAID DISTRICT

The regular meeting of the Board of Junior College District No. 512, Counties of Cook, Kane, Lake, and McHenry, and State of Illinois, was called to order by the Board Chairman, Richard L. Johnson, at 8:00 o'clock, at 1200 Algonquin Road, Palatine, Illinois.

In the absence of Secretary Jessalyn M. Nicklas, it was moved, seconded and passed unanimously that Board Member Milton Hansen serve as Secretary Pro Tem.

The Secretary Pro Tem was then directed to call the roll, and upon roll call, Chairman Johnson and Members John Haas, James Hammil, L. Hutchings, and Milton Hansen answered present. Jessalyn M. Nicklas and John Kuranz were absent.

Following the conduct of business not pertaining to changes in the project budget and bid totals of Phases

IA and IB of the College Construction Program prior to which Jessalyn M. Nicklas entered the meeting and resumed her duties as Secretary, it was moved by Member Haas and seconded by Member Nicklas that the following resolution be adopted:

RESOLUTION

IT IS HEREBY RESOLVED by the Board of Junior College District No. 512, Counties of Cook, Kane, Lake, and McHenry, and State of Illinois, as follows:

Section 1. That the project budget for Phases IA and IB of the College Construction Program be revised as follows:

- (1) The total of the bid awarded is hereby changed from \$12,223,151.00 to \$12,246,046.00.
- (2) The project budget is hereby changed from \$14,494,426.66 to \$14,414,426.66.

Section 2. That the Resolution adopted by this College Board on the 14th day of September, 1967, and all other resolutions in conflict herewith, be and hereby are amended to the extent of such conflict.

Section 3. That this resolution shall have full force and effect from and after its date of passage.

PASSED this 9th day of January, 1969.

RICHARD J	JOHNSON	(s)		
Chairman				

Attest:

JESSALYN M. NICKLAS (s)
Secretary

Following a full discussion on the motion, the Chairman of the Board directed the Secretary to call the roll and upon roll call, the following voted Aye and in favor of the adoption thereof; Chairman Johnson; Secretary Nicklas; and Members Hammil, Haas, Hansen, and Hutchings. There were no Nay votes, and the Chairman declared the resolution adopted.

Following the conduct of other business not pertaining to changes in the project budget and bid totals of Phases IA and IB of the College Construction Program, it was moved, seconded, and unanimously passed that the meeting be adjourned.

RICHARD JOHNSON (s)
Chairman

Attest:

JESSALYN M. NICKLAS (s)
Secretary

C E R T I F I C A T E

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Junior College District No. 512, Counties of Cook, Kane, Lake, and McHenry, State of Illinois, and as such official I do further certify that the foregoing is a true, correct, and compared copy of a resolution adopted by said Board at its regular meeting held on the 9th day of January, 1969, pertaining to changes in the project budget and bid totals of Phases IA and IB of the College Construction Program, and a true, correct, and compared copy of the minutes of the meeting whereat said resolution was adopted insofar as said minutes and meeting pertained thereto.

I do further certify that a faithful record of the proceedings so had on the 9th day of January, 1969, has been made in the official records of the said College District, now remaining in my custody and safekeeping.

IN WITNESS WHEREOF, I have hereunto affixed my signature of office at Palatine, Illinois, this 9th day of January, 1969.

essalyn M. Nicklas, Secretary

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

January 13, 1969

Dean William Mann William Rainey Harper College 1200 Algonquin Road Palatine, Illinois

Dear Dean Mann:

Enclosed you will find an original and a carbon copy of documents that require Mrs. Nicklas' signature. Please secure her signature on the certification (the last page), and then submit both copies to Mr. Daspit, or if you prefer, you can return to me and I will get it to Daspit.

The verbage of this resolution in the minutes, should be identical with that part of the enclosed representing the resolution.

Sincerely, Frank Mr. Klines

FMH: cas

Encl.

MINUTES OF THE DECEMBER 13, 1968 SPECIAL MEETING OF THE FACULTY SENATE

Chairman Birkholz called the meeting to order. Sizteen Senate members and a majority of the faculty members were present.

- T. President Birkholz read the Faculty Senate Constitution, Article I, Section C, concerning attendance at meetings. Since this section does not mention that the meetings are open to people who are not members of the faculty, Mr. Birkholz allowed Mrs. Schlott, a reporter for the Paddock Publications, to address the meeting and to give her reasons for requesting attendance at this session. Mrs. Schlott said that her newspaper's duty is to report to the community matters of interest to the community and that what happened in a faculty senate meeting would fit this category. At this point, Mr. Birkholz asked that he be excused from the chair, and asked the Senate to allow Mr. Ostrowski to chair the meeting. The Senate excused Mr. Birkholz and appointed Mr. Ostrowski acting chairman for this session.
- II. Mr. Optrovski accepted, and Mr. King then moved to allow the press to attend this meeting only. The notion was seconded and a short discussion followed. Mr. McCabe called for a secret ballot on this metion. A secret ballot was taken, the metion failed, and Mrs. Schlott was asked to leave the meeting but was advised that Mr. Ostrovski would appoint a committee to advise her of any action taken by the Senate. Mesers. Powell and Bartos agreed to appointment to such committee.
- III. Mr. Ostrowski read the agenda for this special meeting as suggested by the Faculty Affairs Committee in its request for the special session of the Senate:

At the request of Dr. Embysk and Dr. Soward, the Faculty Affairs Committee unanimously voted to call a special Faculty Senate meeting on Friday morning to discuss non-retention procedures.

- Mr. King, chairman of the Faculty Affairs Committee, pointed out that the vote on the above resolution was not unanimous, but that two committee members had asstained. He asked that the record be changed to show this correction. Mr. Ostrowski then asked either Dr. Enbysk or Dr. Seward to speak.
- IV. Dr. Seward spoke to the issue. He said that he was concerned specifically with the non-reappointment of Ed Kalish, who is his personal friend. Despite his , personal concern for his friend, Dr. Seward also expressed his concern for the principle of academic freedom and whether Mr. Kalish's right to academic freedom had been violated. Dr. Seward stated that in his position as a counsellor, he has frequently had armdents praise Mr. Kalish as a fine instructor. He had also observed Mr. Kalish in his classroom. What implications does Mr. Kalish's disminual have for the entire faculty, since there are no tenured members of the Harber faculty? Dr. Seward believes that the non-tenured instructor must have the same right to academic freedom as does the tenured. Mr. Kalish cannot reply to charges because no reasons have been given for his disminsal. Is this action indicative of the attitude of the administration toward the faculty? Dr. Seward thinks that all members of the faculty are subject to the same arbitrary action. Dr. Seward further stated that he had submitted his resignation because he felt threatened, due to his close association with Mr. Kaldsh's ideas and stands on specific issues, and he believed it empedient to resign before he, too, would be dismissed without cause. Finally, he stared that he wanted to impuess the faculty with the seriousness of the situation by his resignation.

V. Dr. Savard than moved that the Sanata establish an investigating committee to determine if there is reason to believe that Mr. Kalish's non-reappointment involves a violation of academic freedom. Dr. Embysk seconded the motion for purposes of discussion by the group.

Mr. Kalish said that he was not surprised by his non-veappointment. He stated that he received a warning from Mr. Birkholz, his division chairman, that he would "he aned" if he persisted in criticizing the administration. According to Mr. Kalish, he was adviced by Mr. Birkhelz that no charges of incompetence or noval turpitude had ever been presented to Mr. Birkhole. According to Mr. Kalish, he was advised by Dr. Labti at the time of his dismissal, that he (Dr. Labti) did not have to give reasons for the dismissal. The new AAUT policy says that ery faculty member (concred or non-tenured) has a right to ask investigation of reason for dismissal. Mr. Kalish admits to some faults, but he does not admit to any reasons sufficient for dismissal. On the advice of a former professor of his, Mr. Walish has asked each of his students to write a letter to the President of the Board of Trustees regarding his competence as an instructor. We. Standbury anded if we were here to discuss policy or personnel. Dr. Enbysk said that personnel is germane to the policy in the present case. Apparently the noninvolvement of peers in this dismissal has been forgotten. Dr. Enbysk read from the policy manual dated 3/3/68, mention 3.0.8, morrored 10/13/66, the section on academic freedom. The significant point in that section is that sunderic freedom gives one the right and obligation to investigate the evidence on a given question freely and without bias. A great deal of discussion followed on this point until finally the question was called on Dr. Savend's motion. Again a secret beliet was taken and the motion cerried.

VI. The acting secretary of the Senate read the following communication to the Senate:

13/Dec./1968 I hereby allege that my non-reappointment was significantly based on a violation of my academic freedom as a full-time member of the Earper College faculty.

(S) Edward M. Kalish

Dr. Embyek moved that this communication be entered in the minutes. The motion was seconded and it carried.

- VII. Mr. McCabe moved that the Faculty Affairs Committee be empowered to act as the investigative committee mentioned in Dr. Seward's motion. This motion was seconded and passed.
- VIII A motion was made that the Senate's concern over the matters discussed in this account he sent to the Board of Trustees. The motion was seconded but was later withdrawn as being pressure.
 - IX. The meeting was adjourned at 4:00 p.m.

Respectfully submittes

Michael W. Bartos Acting Secretary

Himil

The following is a report of the special investigating committee of the Faculty Affairs Committee. The procedures and the correspondence are attached.

The investigating committee, as a result of the investigation, has concluded the following:

- (1) That the college has followed the appropriate procedures as established by the <u>Folicy Manual</u> in non-retention of untraured instructors.
- (2) That the November, 1968, recommendations of the AAUP have not been incorporated by the college trustees as policy or procedure, and until such time as they are, have no official effect upon the college, faculty or administration. It should be indicated that the administration of the college did meet with the investigating committee, when in reality, they were not obligated to do so.
- (3) That the faculty investigating committee can reach no conclusions regarding the allegation made by Mr. Edward Kalish, in that his academic freedom was violated when he was not retained for the 1969-70 year. This conclusion has been reached because no definitive information was presented to this committee.

It is the feeling of the investigating committee that the following recommendations be adopted by the trustees and approved by the familty of the college:

- (1) The adoption of the November, 1968, AAUP recommendations concerning academic freedom and tenure, in so far as the procedures are applicable to Harper College. The Faculty ad hoc committee investigating a grievance procedure could incorporate the appropriate sections of the AAUP recommendations into their report;
- (2) That the college trustees seriously consider stabilizing the tenure policy of the college by establishing tenure following a three year probationary period, thereby indicating their faith and trust in the faculty, putting Harper College tenure policy in line with national junior college tenure policy, and providing the faculty with a specific base from which to work.
- (3) That the current investigating committee be relieved of its duties and that a new committee be created to deal with future investigations.

Respectfully submitted,

PACULTY AFFAIRS
SPECIAL INVESTIGATING COMMUTTEE

Meeting of December 17, 1968

A meeting of the Faculty Affairs Committee was called at 1:30 PM in the conference room of the Counseling building, following the request made by the Faculty Senate that this committee investigate the allegation made by Mr. Edward Kalish that his academic freedom had been violated when he was denied a renewal of his contract for 1969-70.

Chairman Larry King read a letter prepared by Mr. Kalish requesting such an investigation and stating his allegations. (Exhibit A)

Also read to the committee was Section 10 of the A.A.U.P., 1968 recommended institutional regulations on academic freedom and tenure, specifically concerning academic freedom of nontenured faculty. (Exhibit B)

It was the general feeling that a sub-committee of five would become a fact-finding body whose function would be to investigate and report their findings to the whole Faculty Affairs Committee. This sub-committee would take its directives from the group, be concerned strictly with the denial of academic freedom and that at all times an attempt would be made to keep personalities out of the question.

At the suggestion of the Chairman, this sub-committee would be composed of the following members of the Faculty Affairs Committee:

Larry King, Chairman Tom McCabe Joe Clouser Roy Kearns Joan Roloff, Secretary

A motion was made and seconded stating that the committee's functions and composition be accepted as stated by the Chairman. Nine members approved the motion.

Another motion was made and seconded to keep the names of persons making and seconding motions out of the minutes of this meeting.

It was felt that this sub-committee must act promptly, in view of the present turnoil of concern existing among faculty members of Harper College, and that meetings of the sub-committee or the Faculty Affairs Committee as a whole would be called during Christmas vacation if necessary.

Immediate action was taken in the form of a letter to be sent to Masra. Birkholz, Andeen and Bahti. The content of this letter was read to the committee as a whole and motion was made and seconded to account the combent as pro- fill (Buhibita C. D. and E)

It is the hope of the Committee that a reply will be received from the Administration. In the case where no reply or a negative statement would be made, the Faculty Affairs Committee would consider the case unresolved, report this fact to the Faculty Senate and regulations 5 and 6 of A.A.U.P. would then be in effect.

The group then decided on the content of a statement to be made to the press indicating:

- a that a sub-committee has been appointed
- b that the machinery of investigation was started in the form of a letter, the content of which is not to be revealed as yet.

It was agreed that the decision to follow A.A.U.P. directives was a wise one, that all felt the sub-committee was selected with total approval of the group, and a motion was made to adjourn.

William Rainey Harper College

OFFICE OF DEAN OF INSTRUCTION

457-7000 - 510 M. Elk Grova Blvd. Elk Grova, Ill. 60007.

1986 ALGORQUIN Ro., APT. 38., Mount Prespect. LL 18018

16 December, 1968

Dear Mr. King and Members of the Faculty Affairs Committeet

PLEASE AGOSPT THIS LETTER AS A FORMAL STATEMENT THAT I BELIEVE THAT A VIOLATION OF MY ACADEMIC PRESSON HAS BEEN A SUBSTANTIAL CAUSE IR MY NON-RETENTION AS A MEMBER OF THE MARPER COLLEGE PAGULTY. I WILL SE VERY GRATEFUL IF YOU WILL INVESTIGATE THIS GLAIM IN ACCORDANCE WITH NEW A.A.U.P. POLICY OR THESE MATTERS.

SIMPERELY YOURS.

EXHIBIT A"

AAUP, 1968 Recommended Institutional Regulations on Academic Freedom and Tenure.

10. Academic Freedom of Montenured Faculty.

If a faculty member on probationary or other nontenuned appointment alleges that considerations violative of academic freedom sightficantly contributed to a decision not to reappoint him, his allegation will be given preliminary consideration by the (insert name of committee), which will seek to settle the matter by informal methods. His allegation shall be accompanied by a statement that he agrees to the presentation, for the consideration of the faculty committees, of such reasons and evidence as the institution may allege in support of its decision. If the difficulty is unresolved at this stage, and if the committee so recommends, the matter will be heard in the manner set forth in Regulations 5 and 6, except that the faculty member making the complaint is responsible for stating the grounds upon which he bases his allegations, and the burden of proof shall rest upon him. If he succeeds in establishing a prima facie case, it is incumbent upon those who made the decision not to reappoint him to come forward with evidence in support of their decision.

Bantavar A.V. 1665

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The Harper College Frankly furthe has efficiely requestrate the Feather Affairs Committee to Unrockipate the allogation and the Hr. Elizard Ralies, that the reliefs to proce has a research of his contrate, were a richables of his perfectly frankles.

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Slancetly,

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rr. John A. Mirkholz, Ghairean Misiston of Duminese & Chainl Balanda William Rainey Duryez College

Mar de, Dirkholm

The Harper College Family South has efficially requested the family Affairs Consisted to investigate the allegation mate by Mr. Diward Kalish, that the refeets to prest his a research as his contract, was a violation of his accionic fractors.

The Committee began to achieve objectivity in its investigation and exters upon this task without projectors. Our primare objective is to seek truth and equity.

To hope that the Administrative staff of the college agrees with our objectives and is concerned, as we are, with the future of the inclitation, its students and its famility. To accomplish our onds, we would like to receive statements and avidance from you to show that the allegation unde by Mr. Halish, that his atalemic fraction has been denied, is not in fact true.

This end can be accomplished either through written statument directed to this committee or byeamstually arranged meeting.

We hope that you will reciously consider this request and realize that faculty merals and the principle of "shared respinsibility" are heavily at stale.

orimacraly.

Larry King, Chairson

Bongalora 17, 1960

Dr. Kozneth Andren; Boda of Enstruction William Enimay Marger Callege

Door Dr. Andees:

The Earper College Peculty Senths has edificially requested the Capalty Affairs Consisted to investigate the allegation and by Dr. Edvard Kaliah, that the refered to grant him a research of his contract, was a violation of his produce freedom.

The Consitted hopes to aphieve objectivity in its investigation and enters upon this test without projudgment. Our prime objective is to seek truth and equity.

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We hope that you will scrimisly eccelder this request and monline that faculty morale and the principle of "chared respectivility" are beavily at state.

Blucerely.

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Larry Hing, Chairman

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WILLIAM RAINEY HARPER COLLEGE

January 8, 1969

To: Board of Trustees

From: Administration

Subject: Construction Reports, Change Orders, and Contract Adjustment

The following construction payouts have been recommended for payment by our architect and have been reviewed by Mr. Hughes, Superintendent of Buildings and Grounds.

The administration recommends that W. J. Mann, Dean of Business, be authorized to approve the following construction payouts:

Comstock-Gibson Electric Co.	\$ 67,819.92
Fridstein, Fitch & Partners, Arch.Serv.	6,553.16
Fridstein, Fitch & Partners, Concrete Testing	3,447.75
Corbetta Construction Company	268,110.00
Reliable Sheet Metal Works	36,958.32

The following change orders have been recommended by our architect and reviewed by the administration:

Fridstein, Fitch & Partners, Spec. Reimb.(2)
Soil Testing, in accordance with attached letter 7,000.00

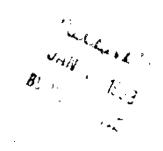
Fridstein, Fitch & Partners, Spec.Reimb.(2)
Concrete Testing, in accordance with attached
letter 5,000.00

Construction Contract Adjustment:

Mr. Daspit of the IBA has requested that the final project budget be adopted for Phase IA and IB. Several adjustments are required to the original resolution passed September 14, 1967. These can be accomplished by the following resolution:

BE IT RESOLVED: that the Project Budget adopted September 14, 1967, be amended from \$12,223,151.00 to \$12,246,046.00 for the total Project Budget Phase IA and IB.

The IBA will pass an identical resolution. A copy of the final budget is attached.



January 6, 1969

Mr. William Mann William Rainey Harper College 34 West Palatine Road Palatine, Illinois

Dear Bill:

This letter will respond to your letter of December 23 in which you question the high cost of the Soil Testing Services' bills and the requested change orders for their services on this project.

According to the supplementary conditions, page 19, and paragraph 7 of the general conditions, the Owner pays for all testing and laboratory work. The necessity for so much testing on this project is due to the magnitude of the job which generally includes the following:

- 1. The difficult soil conditions plus the large amount of work of the plumbing, heating, refrigeration, electrical, and general contractor to install underground work in areas to be built over, necessitated quality control of compacted fill to avoid settlement in the soil and subsequent cracking of slabs and roadways over these areas.
- 2. The testing of road materials further insures quality work and subsequent lack of repair and maintenance.
- 3. The testing of concrete involves a test on each batch for slump and strength. Since all of the structures are concrete this represents a great deal of work.
- 4. For all of this work we receive periodic tests and reports, copies of which are enclosed. The interpretation of these reports provides the tools for the architect to insure that the work is being done in accordance with plans and specifications.

January 6, 1968

Mr. William Mann William Rainey Harper College

The necessity for "Quality Control" is a recognized part of any activity in which something is being built, whether it be a building or a product. This is the function served by Soil Testing Services.

It is difficult to properly estimate the amount of this testing service at the beginning of a job, and especially when difficult soil conditions exist and the extent of the work is not known. Unfortunately, an improper "line item" of less than \$5,000.00 was set up for this project in the IBA budget. This was probably intended to be the initial soil test when the first plans were drawn. Therefore, the original estimate by Soil Testing Services of \$30,000.00 was even too low, and the increase of \$12,000.00 in the change order of November 11, 1968 will provide the funds to continue the work.

Please be assured that we are using the services of STS very sparingly but this work must continue, as it is required.

We request that the change order of November 11, which is enclosed, be approved so that payments can be made to this contractor who has been diligently servicing this project.

An invoice is also enclosed which should be paid.

I hope this will answer all of the questions but if there are any others, please call.

Cordially,

Robert B. Fridstein

RBF/sf

encl:

ILLINOIS BUILDING AUTHORITY CONSTRUCTION BUDGET

0045110	~ * ~ ~	DODGIJZ
PROJECT	NO.	74-95

	Pretiminary Budget
	Final Budget August 15, 1968
Agency Junior College District #512, H	arper College
Project Description Phases IA and IB	
Location Palatine, Illinois	
Planning:	
Architectural & Engineering Fees	\$ 734.762.76 \bigg\{ 586,711.25* \\ 148,051.51
Consultant Fees	<u>35,537,</u> 85*
Permit Pees	
Inspection Costs	
Surveys, Maps	<u>2,469.</u> 34*
Sundry Planning Costs	18,006.79* \$ 790,776.74
Site Acquisition:	
Property Purchases	\$ 411,850.00*
Appraisats	
Surveys & Maps	·
Legal Costs	
Negotiation Fees	
Title Information	
Sundry Site Costs	411,850.00*

FORM IBA-16 (8-65)

PAGE 1 of 2

Construction:

Testing	\$ <u>7.5</u> 62.00*
Construction	12,246,046,00
Supervision during constr	uction
Site Improvement	
Utility Extension	4.000.00*
Sundry Construction Costs	\$ 12,257,608.00
Administration:	· ·
Supervision during constr	uction \$
Financing	
Sundry Administrative Cos	ts
Other: (Explain)HEFA (HEW) (Fixed ment to be Bid at a Later	d Equip- 588,560.00 * "
IBA (Fixed Equipment to be at a later date) Utility Extension (To be I	3,206.09 <u>691.766.</u> 09
a later date) Continger: (Approx. 3% of Const	100,000.00
Cotol Project Dudde	<u>t</u> \$14,414,426.66
Less:	·
HEFA (HEW) Local Junior College	Fund \$ 2,835,820,00
District (512)	Pund 3,623,606.66 CASH2,557,469.43
<u> </u>	CREDITS 654,287.23 6,459,426.66 Land 411,850.00
Total IBA Bond Proc IBA Authorization -	·

FORM IBA-16 (8-65)

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

TREASURER

FROM: BOARD OF TRUSTEES

SUBJECT: Approval of Estimated Payroll Expenditures

January 1, 1969 to January 31, 1969

The following estimated Payrolls in the amount of \$211,500.00 are hereby authorized for payment.

January 1 - 15, 1969 Regular Payroll

\$ 82,300.00

January 16 - 31, 1969 Regular Payroll

129,200.00* \$211,500.00

Date of Approval: January 9, 1969

Chairman : Hichard & Whison Secretary

*Includes part-time teachers payroll.

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

BILLS FOR APPROVAL January 9, 1969

I.	BILLS PAYABLE		PAGES
	Educational Fund	\$28,141.43	4
	Building Fund	\$22,260.68	2
	Site & Construction Fund	\$ 256.00	1
	Auxiliary Fund	\$ 7,217.41 \$57,875.52	3
II.	PAYROLLS		
	Payroll, December 16 - 31, 1968	\$117,328.78	12
	Estimated Payroll, January 1 - 31, 1969	\$211,500.00	

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

EDUCATIONAL FUND EXPENDITURES -- JANUARY 9, 1969

		CHECK	CHECK
AYEE	DESCRIPTION	AMOUNT	NUMBER
witto Division	Office & Duplicating Supplies	\$ 167.00	9481
Tarper College Bookstore	Office Supplies; Library Books	150.90	9482
order from Horder	Office Supplies	119.64	9483
International Business Machines	Equip. Rental-Dec. 8,750.40		
	Typewriter 310.00		
	Repairs 453.45	9,513.85	9484
1. J. Stillman Co.	Stopwatch	11.67	9485
Iniversal Stationers	Office Supplies; Bulletin Boards	79.18	9486
omputer Supplies, Inc.	Office Supplies	291,00	9487
Chicago Tribune	Want Ad	91.65	9488
John Kearney	Guest Lecturer - Architecture	30.00	9489
.ames De Stefano	Guest Lecturer - Architecture	30.00	9490
Vorman Carlson	Guest Lecturer - Architecture	30.00	9491
Edward J. Wolff	Guest Lecturer - Architecture	30.00	9492
Semiconductor Specialists	Technical Supplies	347.91	9493
lang Labs.	Equipment Repair	56.53	9494
. Williams & Son	Cover for Blueprint Machine;		
	Equipment Covers	189.00	9495
Graw-Hill Publications	Technical Supplies	10.00	9496
Julver Machinists Supply	Technical Supplies	14.83	9497
White Collar Girls	Contractual Services	296.25	9498
Sue Goodling	Model	10,63	9499
aury Smith	Model	17.00	9500
Barry Tulchin	Model	4.25	9501

		CHECK	CHECK
PAYEE	DESCRIPTION	AMOUNT	NUMBER
Scientific Glass Apparatus	Lab. Supplies	96.96	9502
Easy Travel Service	Travel - F. Vandever	148.00	9503
Hertz System, Inc.	Travel - H. Cunningham	16.06	9504
Anti-Defamation League	Film Rentals	23.92	9505
Association Films	Film Rental	4.50	9056
Indiana University A-V Center	Film Rentals	229.80	9507
International Film Bureau	Film Rental	10.63	8056
	Library Supplies	73.20	9509
Northern Illinois University	Film Rental	6.40	9510
Peter M. Robeck & Co.	Film Rental	51.55	9511
Roundtable Films	Film Rental	43.50	9512
University of Southern California	Film Rental	38.65	9513
University Microfilms	Films	53.00	9514
Yeshiva Univ. A-V Center	Film Rental	25.00	9515
Baker & Taylor Co.	Library Books	19.97	9216
R. R. Bowker Co.	Library Books	667.50	9517
Bro-Dart Inc.	Library Books	949.52	9518
Encyclopedia Britannica	Library Books	28.90	9519
French & European Publications	Library Books	102.00	9520
A. C. McClurg & Co.	Library Books	357.52	9521
Music Library Assoc.	Library Membership	15.00	9522
Wall Street Journal	200	28.00	9523
H. W. Wilson Co.		130.50	9524
3M Business Products Sales	Equipment Rental-December	30.00	9525
Xerox Corporation	Machine Rental	95.22	9526
Allied Electronics Corp.	Audio Visual Speakers	450.00	9527
Barrington Camera Co.	Library Equip. & Supplies	77.45	9528
Educational Aids Services		1,492.15	9529
Lafavette Instrument Co.		810.00	9530
Office Services Co.	m	408.00	9531
Psychological Corp.		87.30	9532

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DESCRIPTION	Office Supplies Contractual Services	Office Supplies Office Supplies	Subscription	Gasoline	Contractual Services	Contractual Services	Duplicating Supplies	Forms - Fee Statements	Professional Books; Publication	Contractual Services	Art Work	Legal Services	Life & Health Insurance	Med. Exam S. Sar	Med. Exam M. Rol	Grant in Aid	Grant in Aid	Grant in Aid	
PAYEE	Reprographic Supply Co. Ken Larson & Assoc.	Bermingham & Prosser Co. Office Electronics Inc.	Computerworld	American Oil Co.	Stivers Lifesavers	Kelly Services	Addressograph Multigraph Co.	Victor Business Forms Group	Public Personnel Assoc.	Carl Regehr Design Inc.	Burgess, Anderson & Tate	Frank M. Hines	Prudential Insurance Co.	F. C. Ferraiolo, M. D.	Arthur B. Levan, M. D.	Terry S. Babb	Judy Ressler	Pat Tenerowicz	

To: Treasurer From: Board of Trustees The above listed checks number 9481 to 9552 are hereby authorized for payment.

Date of Approval: January 9, 1969

Chairman The

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Assets Inventory	Administrative Expanse Contractual Services General Materials & Supplies Travel Rental	Instructional Expense Contractual Services Classroom Supplies General Materials Committee	Library Books & Audio Visual Travel Rentals Capital Outlay	Institutional Expense Contractual Services - Legal Group Insurance Medical Examinations Grants in Aid	

BUILDING FUND EXPENDITURES - - JANUARY 9, 1969

PAYEE	DESCRIPTION	CHECK	CHECK
Howard to the Colon by a to the bard			
TOWNSHIP THE SCHOOL DISCILLED 214	Rental of Facilities - Jan.	\$13,000.00	1712
Marsh and Mc Lennan Insurance	Casualty and Property Ins.	5,335.00	1713
Austin Paint Co.	Building Material	13.50	1714
Max Gerber, Inc.	Building Material	275.08	1715
Heller Lumber Co.	Building Materials	183.90	1716
Wickes Lumber & Bidg. Center	Building Material	97.25	1717
Ampex corp.	Discount Refused on Invoice	73.25	1718
IWINDFOOK V and S Hardware	Maintenance Supplies - Tools	38,50	1719
Sears Roebuck & Co.	Maintenance Supplies	21.91	1720
George A. Davis Inc.	Snow Blower	96.36	1721
Arington Oil Co.	Fuel	71.92	1722
Country Gas Co.	Thermogas	114.08	1723
Illinois Bell Telephone Co.	Telephone Services	1,829.25	1724
Advance Industrial Security	Contractual Services - Security	508.20	1725
Village of Arlington Heights	Contractual Services - Security	235.20	1726
Order from Horder	Security Supplies	1.08	1727
The Roscoe Co.	Uniforms and Supplies	35.10	1728
Fleet Air Communications	Security Equipment	205.00	1729
Northwest Firestone, Inc.	Snow Tires	23.25	1730
Redmon and Sons	Battery and Contractual Services	40.50	1731
Gesterner Corp.	Machine Maintenance	8.50	1732
Ted's Plumbing Co.	Rodding	31.50	1733
Masters Supply Co.	Maintenance Supplies	22.75	1734
		\$22,260.68	

FROM: Board of Trustees

The above listed checks number 1712 to 1734 are hereby authorized for payment.

Date of Approval: January 9, 1969

Chairman: Hillaud Ilh

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Equipment

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WILLIAM RAINEY H RE COLLEGE DISTRICT NO. 512 PALATINE, ILLINOIS 60067

& CONSTRUCTION FUND EXPENDITURES -- JANUARY 9, 1969 SITE

CHECK	639	
CHECK	\$256.00	
DESCRIPTION	Library Equipment	
PAYEE	Estey Corp.	

To: Treasurer

From: Board of Trustees

The above listed check number 639 is hereby authorized for payment.

Date of Approval: January 9, 1969

Chairman Milliaul

585

Site & Construction Fund Summary Capital Outlay - Equipment & Furniture

/

Secretary

\$256.00

Page 1 of 1

Page 1 of 3

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

AUXILIARY FUND EXPENDITURES - - JANUARY 9, 1969

CHECK CHECK AMOUNT NUMBER	\$ 267.75 476 20.00 477 20.00 478	.40		37.40 483	29.75 485	9.72 487	34	15.08 489 45.18 490		121 47 493			20.39 496 60 00 497	00	40.00 499	20.00 500	20.00 501	20.00 502	20.00 503	20.00 504	00.	79.88 506
DESCRIPTION	Sales Tax - November Officiating Officiating	Purchases - Food Purchases - Food	Purchases - Food 11/1 to 11/29/68 Purchases - Food	Purchases - Food Purchases - Food	Purchases - Food	1	1	Purchases - Food Purchases - Supplies	h R	Purchases - Books Purchases - Supplies	es ı		Telephone Service Ticket Manager	Bench Official	Bench Official	1/4			- 10	Basketball Officiating		Athletic Supplies
PAYEE	Dept. of Revenue Ed Badger Norm Kupnick	Allen Bros., Inc. O.H. Bambas Tobacco Co.	Borden Co. Burny Bros., Inc.	Frito Lay, Inc. Jewel Food Marketers	Oscar Mayer & Co. Monarch Institutional Foods	The Nedlog Co.	John Sexton & Co.	O K Papers, Inc.	W.S. Klingenberg - Petty Cash	Superintendent of Documents Federal Office Products	Regent Products Co.	Addison Bldg. Material Co.	Roy Kearns	Tom Seward	Ray De Palma	Dan Wile	El Bourey	Norm Krupnick	Gene May	Augie Jacobs	M.J. Zobell	Parrish Sporting Goods

P. P.	PAYEE	DESCRIPTION	CHECK	MUNITURE MUNITURE
S	School Health Supply Co.	Athletic Medical Supplies	\$ 71.98	507
Me.	Welson Printing & Letter Shop	Printing	42.65	508
н	B M Corp.	Equipment Rental	426.12	605
å	Klingenberg - Book Purchase Fund	Funds to Purchase Books from		
		Students	1,000.00	510
ń	Klingenberg - Book Purchase Fund	Funds to Purchase Books from		
		Students	1,000.00	511
á	Klingenberg - Book Purchase Fund	Funds to Purchase Books from		
		Students	1,000.00	512
e a	Klingenberg - Book Purchase Fund	Funds to Purchase Books from		
		Students	1,000.00	513
à.	D. Klingenberg - Book Purchase Fund	Funds to Purchase Books from		
		Students	1,000.00	514
D.	Klingenberg - Petty Cash	Increase Petty Cash Fund from		
		\$50.00 to \$100.00	50.00	515
			\$ 7,217.41	
ro:	Treasurer			

From: Board of Trustees

The above listed checks number 476 to 515 are hereby authorized for payment.

1969 January 9. Date of Approval:

Chairman

Secretary

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546.10	111.06 138.30 255. 536.10 541. 547.		576.00
Cafeteria Purchases - Food Supplies	Petty Cash Fund Book Purchase Fund Sales Tax Purchases - Books Purchases - Supplies Office Supplies Equipment Rental	Inter-Collegiate Athletics Contractual Services - Officiating Athletic Supplies Printing	Data Processing Equipment Leasing

Mr. Richard L. Johnson President, Board of Trustees William Rainey Harper College Palatine, Illinois

Dear Mr. Johnson:

The faculty senate wishes to convey two related matters to the Board of Trustees. First, we want to call the Board's attention to a number of articles appearing recently in area newspapers, articles that discuss the problems that have arisen in the college as a result of the action taken against Senate members, Kalish and Enbysk.

We must take issue with newspaper statements, attributed to administration sources, to the effect that these actions followed established higher education guidelines of the American Association of University Professors. While it is true that notices were given, as the AAUP suggests, before December 15, they were nonetheless given as a result of decisions reached by administrators acting without proper consultation with the teaching faculty. The actions were therefore alien to what the AAUP has always stood for--their insistence that the teaching faculty must be involved in the evaluation of faculty members.

Our current morale problems at this college arise in part from the obvious fact that there are a number of injured parties in each of these actions: Mr. Kalish and Dr. Enbysk on the one hand and their colleagues on the other. Mr. Kalish and Dr. Enbysk have been denied the right to know why the action was taken against them, so they quite naturally suspect it was punitive. Their colleagues have also been denied their right to know why, even though a committee, following procedures set up by the AAUP in 1940, asked repeatedly to be told.

It is therefore not at all surprising that a very large segment of this faculty also suspects that the administration's silence conceals punitive action. It suspects that the action was aimed not only at the two senate members but was also intended to serve as a warning to any faculty member who might in the future take seriously the concepts of shared authority and faculty involvement in policy formation.

The Faculty at Harper has great respect for the members of the Board. They are not prepared to believe that the Board would knowingly participate in punitive actions of the sort described. But a number of faculty members obviously believe, for reasons to be discussed in the second part of this letter, that the Board has had no real opportunity to hear the other side of this issue.

For these reasons the faculty senate respectfully asks the Board to take one of the following actions:

1. Allow the faculty to elect an ad hoc judicial committee, as provided for in AAUP guidelines, and give them access to the personnel files of the two.

- 2. Invite AAUP to send an investigating committee which would report its findings to the faculty and the Board.
- 3. Invite the faculty senates of Northwestern or the University of Chicago to send an investigating committee.
- 4. Invite Senator Dirksen, Senator Percy or Congressman Rumsfeld to appoint an investigating committee of men of good will.

Any of these actions will, we are sure, help allay the suspicions and the fears of this faculty.

The second matter is related to the first. It concerns the climate of intellectual freedom that this college must develop if it is to become truly excellent. It is unfortunate that the faculty senate has had no regular channel of communication to the Board that has not been under close supervision by top administration. The administration of our college has placed, we feel, an unusual, and perhaps excessive, emphasis on presenting a united front to the Board and to the public. This view of administration apparently holds that there is only one channel of communication—a hierarchical one—and that the top level ultimately determine the substance of each communication.

The faculty senate believes that a philosophy of administration that demands a united front has much to recommend it. We also believe that the philisophy can permanently damage this college unless it is administered with openmindedness and good will.

The recent newspaper articles this point. It is not right that a detailed analysis of the intellectual climate that has existed in the college for some time should first appear in the press. The reporters were able to offer a service, which should have been performed within the college, because they listened to all shades of opinion in all levels of the college and could guarantee freedom from reprisal to those who gave their honest opinion.

The Faculty Senate
William Rainey Harper College

December 19, 1968

To: Dr. Robert Lahti

From: Kathleen Arns

Subject: Advisory Committee for the Licensed Practical

Nursing Program at Harper College

The recommendations of the following individuals for the Advisory Committee have been preceded by a brief discussion with each of them concerning the purpose and goals of such a committee.

A mailing has been prepared to send to each with a copy of Broad Guidelines for Organization and Function of Advisory Committees as prepared by Harper College as well as Requirements and Recommendations for Schools of Practical Nursing as prepared by the Department of Registration and Education.

The following persons are recommended:

Mr. Malcolm MacCoun
Executive Vice-President
Northwest Community Hospital
800 Central Road
Arlington Heights, Illinois

William Kristy, M.D. 515 E. Lynwood Arlington Heights, Illinois

Miss Arlene Zirzow, R.N.
Staff Development Coordinator
St. Alexus Hospital
800 W. Biesterfield Road
Elk Grove, Illinois

Mrs. Jean Stavros, R.N.
 Division of Health Services
 Wheeling Elementary District #21
 Rt. # 3, Box 201
 Palatine, Illinois

Mrs. Jean Jones, R.N.
Coordinator - Niles Township School of
Practical Nursing
1901 Potter Road
Des Plaines, Illinois

Mrs. Edna Hermann, L.P.N.
411 S. Yale
Arlington Heights, Illinois

Mr. Jack Homer
Human Relations Board - Elk Grove, Illinois
1356 Carlisle
Elk Grove, Illinois

Mr. John Thompson
Chairman, Division of Mathematics and Science
Harper College
Harper Grove
Elk Grove, Illinois

DIRECTOR OF HOTEL AND RESTAURANT MANAGEMENT

<u>AND</u>

DIRECTOR OF FOOD SERVICES

RESPONSIBLE TO: Dean of Instruction for the educational function and

Dean of Student Affairs for the operations function.

SALARY:

\$15,000 to \$20,000 - depending upon experience and

education qualifications. 12 month contract.

FUNCTION:

The role of the Director of Hotel and Restaurant Management and Food Service Operation is a dual role insofar as responsibility to higher authority. He shall have had sufficient experience in the fields of quality food service operations and educational institutions to develop and direct this dual operation. He shall direct both an outstanding educational curriculum and a quality food service operation so that the complete food service operations become a learning laboratory for the students enrolled in the Hotel and Restaurant Program. He shall be responsible to the Dean of Student Affairs for the operation of the New Colleges Student Center Building which includes a 700 seat snack bar and lounge, a 500 seat cafeteria. several Community dining rooms and a Faculty dining room. It is anticipated that the enrollment of 3400 FTE for Fall, 1969, will require only a partial operation. It is expected that the present campus will eventually house 10,000 students. In his Administrative responsibilities he shall, within college

EDUCATIONALLY

- 1. Recruit, assign, and direct an outstanding educational staff.
- 2. Develop a program that will fulfill the requirements of the community and the students.

policy:

- 3. Recommend members for and act as liason to the advisory committee.
- 4. Review and recommend improvements in the program as needed.

OPERATIONALLY

- 1. Recruit, assign, and direct an outstanding operational staff.
- 2. Develop purchasing specifications and procedures.
- 3. Establish proper prices, portions and menu patterns.
- 4. Develop adequate budget and control for operations.

EDUCATIONALLY

- 5. Administration of a student Intern program.
- 6. Maintain proper communications with counseling staff.
- 7. Develop In-service training for educational staff.
- 8. Develop new programs as Industry requires.
- 9. Develop Community Service short courses and seminars as a needed.
- 10. Actively affiliate with appropriate professional Food Service educational organizations.

OPERATIONALLY

- 5. Service Standards.
- 6. Sanitation Standards.
- 7. Student Department meets on a regularly scheduled basis.
- 8. Develop In-service training for food service operational personnel.
- 9. Recommend necessary physical planning and improvements.
- 10. Develop specifications for and supervise all vending on the campus.
- 11. Maintain liason with proper student organizations on campus to insure good communication with student needs and requirements.
- 12. Recommend all promotions and dismissals of the staff.
- 13. Develop proper cost controls as to main proper financial statements for the business department.
- 14. Actively affiliate with appropriate professional food service organizations representative of the Food Service Industry.

QUALIFICATIONS

Education and experience:

A candidate for the position of Director shall have academic certification equivalent to a Master's Degree or a Bachelor's Degree with professional experience and be a graduate of a Hotel, Restaurant and Institutional Management Program or any similar area of study, providing such background is accompanied by successful experience in food service operations with a comparable scope to that required by the college. It is desirable but not mandatory that the applicant have some academic background in the fields of nutrition, sanitation, and education. Membership in appropriate professional societies, publications, and reputation in the Industry will also be considered in assessing the applicant's qualifications.

Personality and Performance:

An applicant for the position of Director shall have demonstrated executive competence, displayed initiative and imagination, exhibited tact, given evidence of the ability to speak and write forcefully and effectively. The applicant must be emotionally stable.

Physical Requirements:

Applicants may either be male or female, preferably between the ages of 35 and 50, and be in good health.

January 2, 1969

MEMO TO: BOARD OF TRUSTEES

FROM: THE OFFICE OF THE PRESIDENT

SUBJECT: FOOD CONSULTANTS

Dear Trustee:

We have been working with two Food Consultants for the past thirty days and have been going over plans of specifications and development of a work schedule of events up to the opening of this service in September.

The Food Service Consultants have advised the staff of the college on the approach it should take on Food Service and all other facets of development and management. We are well aware that we are on a very tight schedule in putting this facility in operation. Because of the tight schedule, we are at this time submitting the job description, as developed cooperatively, for your approval, and at the same time may have a candidate to recommend for the Board meeting on 9 January.

FOR BOARD ACTION

I. SUBJECT:

Recommendation for the awarding of bids for the purchase of equipment for the Dental Hygiene Program.

II. REASON FOR CONSIDERATION BY THE BOARD:

Total request is in excess of \$5,000 and requires Board approval.

III. INFORMATION:

In accordance with Board purchasing policy, specifications have been established, advertisements placed and bids tabulated for the subject items.

Thirteen bid requests were mailed and six responses were received. The results for each bid are tabulated on the following page.

Since the Dental Assisting Program is scheduled for 1970 the items covered by bids Q-328,329,330,331 and 333 are not needed at this time and no award is to be made.

IV. RECOMMENDATION:

The Administration recommends that the award for the three remaining three bids be as follows:

Bid Q-326 to D.L. Saslow, Inc. for a total sum of \$2,960.58

Bid Q-327 to D. L. Saslow, Inc. for a total sum of 74,836.39

Bid Q-332 to D. L. Saslow, Inc. for a total sum of 16,549.59

Grand Total \$94,346.56

The entire amount of the total award has been approved for 100% reimbursement under the Vocational Educational Act.

	7							: i
BIDDERS Q-	326	O-327	O-358	O-329	O-330	Ú- 331	0-332	A-633
L. D. CAULK CO. \$3	\$3,024,00	\$80, 413, 69	\$ 297,50	31, 183, 84	\$2,591,20	\$4,175,00	\$17, 973. X	54, 584, 00
JPPI, Y	, 531 <u>.</u> 66	88, 960, -11	261.95	1, 231, 54	2, 856, 66	5, 7 20, 40	20, 231, 38	ક, કુશ. કુશ
D. L. SASLOW, INC.	. P60, 58	74, 806, 39	342.01	854.02	9, 884, 95	4,576,43	16, 549, 59	4. 356, 34
S. S. WHITE MFG. CO. S	, 323, 00	83,715.00	346, 00	1, 089, 00	2,920,00	4,753.00	17 . 500. 00	36.189
CAMERON MILLER	N.B.	N. B.	360,00	N. B.	N.B.	И. В.	N.B.	X.
AMERICAN HOSPITAL SUPPLY N. B	LY N. B.	N.B.	N.B.	N.B.	N. B.	N. B.	N. B.	<u>ار</u> م



William Rainey Harper College

Algonquin & Roselle Roads Palatine, Illinois 60067

October 8, 1968

Sealed bids for equipment for the Dental Hygiene Program will be accepted at the Business Office, Algonquin & Roselle Roads, Palatine, Illinois until 2:00 P.M. C. S. T., November 4, 1968, at which time they will be publicly opened.

The bid request consists of eight (8) sections and it is the intent of Harper College to award each section to one Bidder; however, the College reserves the right to split the award of purchase orders for each section if the best interests of the College are served by doing so. If a split award is not acceptable to the Bidder, the Bidder must state this fact in his bid.

The bid request is being sent out in duplicate; one copy to be returned to Harper College and one copy to be held by the bidder. All pages of the bid submitted to the College, including this covering letter, should be properly endorsed by the Bidder.

NOTICE: To be filled out by Bidder.

We are bidding/not bidding on the following sections.

(Please indicate bid or no bid after each section below.)

Q-326	Q-330
Q-327	Q-331
Q-328	Q-332
Q-329	Q-333

Company	or	Corporation	Name
By			

Signature of Authorized Official



Algonquin & Roselle Roads, Palatine, Illinois

- 1. Quotation must be made on this form.
- 2. Sign and return original and retain duplicate for your files.
- 3. Unsigned bids will not be considered.
- 4. Give complete specifications for any substitution offered,
- 5. Mark envelope "QUOTATION" and mail to-WILLIAM RAINEY HARPER COLLEGE

Palatine, Illinois 60067

-		Date		Your Quotation No.	Quotation	Duc 2: 00 p.m
Q-32	6	10/4/68	Page 1 of 1		C.S.T	11/4/68
Quantity			DESCRIPTION		Un i t F	Price Extension
15	germic match	cidal steri console wo	llizers instal	led in top. Color (wâlnut) on Ritter	to	
1	germic	cidal steri		•	1	
1	above	on F4-54 &	F4-52. TO BE MADE API	PROXIMATELY <u>JULY 1</u>	, 1969.	
			PRICE TO INCLUI	DE INSTALLATION.		
	Q-32 Quantity 15	15 F4-54 germic match Mobile 1 F4-52 germic F4-54 1 F4-67 above NOTE 1 EXACT PRIOR	Q-326 10/4/68 Quantity 15 F4-54 Mobile de germicidal sterimatch console wo Mobile College I 1 F4-52 Mobile der germicidal sterimaterial ste	Q-326 10/4/68 Page of DESCRIPTION 15 F4-54 Mobile dental instrumen germicidal sterilizers instal match console wood trim panel Mobile College Dental Units. The series of th	Date Q-326 Date 10/4/68 Page 1 of 1 DESCRIPTION	Q-326 10/4/68 Page 1 of 1 C.S.T Quantity DESCRIPTION Unit P 15 F4-54 Mobile dental instrument cabinet with Dickson germicidal sterilizers installed in top. Color to match console wood trim panel (walnut) on Ritter Mobile College Dental Units. Tops black. 1 F4-52 Mobile dental instrument cabinet with Dickson germicidal sterilizer installed in top. Colors to match F4-54 as above. 1 F4-67 Mobile dental instrument cabinet. Colors as above on F4-54 & F4-52. NOTE 1: DELIVERY TO BE MADE APPROXIMATELY JULY 1,1969. EXACT DATE TO BE SUPPLIED TO SUCCESSFUL BIDDER 60 DAYS PRIOR TO DATE.

THIS IS NOT AN ORDER

This is not an order.	The right is reserved to accept or reject all or part of your offer.	Please submit your prices,	delivery
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Algonquin & Roselle Roads, Palatine, Illinois

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William Rainey Harper College

Algonquin & Roselle Roads, Palatine, Illinois

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 WILLIAM RAINEY HARPER COLLEGE
 Algonquin and Roselle Roads
 Palatine, Illinois 60067

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William Rainey Harper College

Algonquin & Roselle Roads, Palatine, Illinois

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 Algonquin & Roselle Roads Palatine, Illinois 60067

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 WILLIAM RAINEY HARPER COLLEGE
 Algonquin and Roselle Roads
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Algonquin & Roselle Roads, Palatine, Illinois

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Algonquin and Roselle Roads Palatine, Illinois 60067

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2	20	#722* Magni light. circular fluorescent tube with 5' diameter magnifying lens in center.										
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William Rainey Harper College

Algonquin & Roselle Roads, Palatine, Illinois

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i	2	LFC	Jelenko	burn out	furnac	e Electric 110 V.						
2	2		D2 Jelenko. Thermotrol casting machine with accessories. Electric 110 V.									
3	2		Jelenko investing unit, Vacutrol bench model. Electric 110 V.									
4	2	Jelen	Jelenko, Handy Sandy sandblasting unite Electric 110 V.									
5	2		353 Baldor dental laboratory bench lathe. 2 speed, h.p., with dust collector D-60 and chucks Electric 110 V.									
6	2		32-A Torit model trimmer with accessories. 1/3/h.p. electric 110 V									
7	2	Light	ed splash	pans fo	r Baldo	r #353 bench lathe						
3	20	contr	100 AN Emesco dental laboratory engines with foot control (reversable). 12,000 R.P.M. 1/8 h.p. electric 110 V.									
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William Rainey Harper College

Algonquin & Roselle Roads, Palatine, Illinois 0000

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	tion Reques	t No.									2:00 p.m.	
Q	-332		10/4/68	Page 1	of	2	! !-	<u></u>	S.T.	 . <u> </u>		
te: No.	Quantity	Ι	DESCRIPTION Unit Price Exten									
1	16	adapt to ma	LFC Dental operating lights. Pelton & Crane with adaptors for Ritter chair mount. Adaptor and lights to match Ritter Washington Blue. (To be installed by successful bidder.)									
- 2	1		4+2740S Hydrocolloid conditioner with accessories Hanau.									
1	16			_			s units with acc		Ì		ļ	
٠	20		22K2 Clinical waste receivers. Hamilton. Color Black.									
5	1	310C 1	310C Dental emergency oxygen gas unit. McKesson. Mobile.									
6	2	310 O	310 Oxygen gas cylinders for McKesson 310 gas unit machine									
7	18		Brewer selecto-matic 'Action" adjustable dental operating stool.									
8	2		320-LU Ultrasonic dental appliances & instrument cleaners. L & R.									
9	3	OCR De	OCR Dental autoclaves. Pelton & Crane. Stainless.									
10	3	E2015I	DA Lead vir	nyl pat	ient	x-ra	ay apron. G.E.					
11	24	X-ray	view boxes	s. Star	slim	1 1 i r	ne.					

THIS IS NOT AN ORDER

This is not an order.	he right is reserved to accept or reject all or part of your offer. Please submit your prices, delivery,
and terms on this form	for the items listed above to be delivered P. O. B. destination.
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cert	ify that the articles will be delivered or the service rendered as specified above and that shipment
or performance will be	·
Date of Quotation	Per Per

REQUEST FOR QUOTATION

Image: Control of the control of the	William Rainey Harper College
	ATE TO A SECOND STATE OF THE SECOND STATE OF T

Algonquin & Roselle Roads, Palatine, Illinois 60067

- 1. Quotation must be made on this form.
- 2. Sign and return original and retain duplicate for your files.
- 3. Unsigned bids will not be considered.
- 4. Give complete specifications for any substitution off to...
- 5. Mark envelope "QUOTATION" and mail to WILLIAM RAINEY HARPER COLLEGE
 Algonquin and Roselle Roads, Palatine, Illinois 60067

					ATTENTION: D. M. MI	sic Purchasing 🕹	gens.
Quotat	ion Request	No.	Date		Your Quotation No.	Quotation Due 2	:00 P.M.
Q-3	32		10/4/68	Page of		11/4/68 C.	S.T.
em No.	Quantity	[DESCRIPTION		Unit Price	Fator and
12	2	E 120	08C X-ray	timers. G.E. Lo	t #45. Grey.		ļ !
13	1	Dental amalgamator. Crescent Wigglebug. Color: Washington Blue					
14	1			niversity model accessories.	Hanau articulator		
		EXACT	1: DELIVER DATE TO BE TO DATE.	RY TO BE MADE AS E SUPPLIED TO SU	PPROXIMATELY JULY 1 OCCESSFUL BIDDER 60	, 1969 DAYS	
		NOTE :	2: BID PRIC	CES TO INCLUDE I	NSTALLATION.	1	ļ
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and terms on this for	n for the items listed above to l	be delivered F.O.B.	destination.			

certify that	it the articles will be delivered or the service rendered	as specified above and that shipmont
or performance will be made	days after receipt of order, veept as otherwise	indicated.
Date of Quotation	Per	
	Authorized @Se(a)	This.

Algonquin & Roselle Roads, Palatine, Illinois

- 1. Quotation must be made on this form.
- 2. Sign and return original and retain duplicate for your files.
- 3. Unsigned bids will not be considered.
- 4. Give complete specifications for any substitution off the ...
- 5. Mark envelope "QUOTATION" and mail to-WILLIAM RAINEY HARPER COLLEGE Algonquin and Roselle Roads, Palatine, Illinois 60067

ATTENTION: D. M. Misic --- Purchasing Agent Quotation Due 2:00 p.m. Your Quotation No. Cucration Request No. Date 10/4/68 ___ of _ Q = 333C.S.T. 11/4/68Unit Price]Ext∈∵íon en No. Quantity DESCRIPTION 1 1 Panorex XRM dental X-ray machine complete with chair and accessories, Color: Ritter Washington Blue. Black uphostelry. NOTE 1: DELIVERY TO BE MADE APPROXIMATELY JULY 1,196 EXACT DATE TO BE SUPPLIED TO SUCCESSFUL BIDDER 60 days PRIOR TO DATE. NOTE 2: BID PRICES TO INCLUDE INSTALLATION.

THIS IS NOT AN ORDER

certify that the articles will be delivered or the service rendered as specified above and that shipment	
and terms on this form for the items listed above to be delivered F.O.B. destination.	

or performance will be made days after receipt of order a coept as otherwise indicated. Date of Quotation Per

October 14,1968

Subject: Addendum to our Bid Request dated October 8,1968, Section Q-332.

The catalog number of the sixteen dental operating lights covered by item #1 in the section Q-332 should be changed from LFC to LF.

Mery truly yours,
Merald M. Missie

Donald M. Misic

DDM/ep

SUBJECT: Second Addendum to our Bid Request dated October 8, 1968.

Section Q-326

Specification for Item #1 (15 of #F4-54) changed as follows:

Color and material to be Textolite 1481-N Putty. Tops to be Textolite 1481-N Putty

Section Q-330

Item #1 - Change from upholstered in Sand color Naugahyde to upholstered in Naugahyde - color to be selected by Harper College Campus Planner.

Section Q-332

Items #1 and #13 - Delete reference to Ritter color - Washington Blue and add-color to be selected by Harper College Campus Planner.

Section Q-333

Delete reference to Ritter color - Washington Blue and add-color to be selected by Harper College Campus Planner.

Yours truly,

Donald M. Misic Purchasing Agent

WILLIAM RAINEY HARPER COLLEGE DIVISION OF _Business & Social Science

CANDIDATE	Elena H. Sherman	
FIELD	Data Processing	
PREPARATION	University of Denver - B.A., 1964	
(Degree, School Year Received &	Chicago I.B.M. Data Center-Courses ta	ken -1410 Cobal
Semester Hours in Subject Field)	Course, Intro. to 360 Computer, Assem	bler Language,
	OS Job Control Language, OS Systems G	eneration, System
	Design & Analysis, Telecommunications	
MAJOR AREAS	Data Processing	
TEACHING EXPERIENCE	University of Denver - 1963-64 - Span	ish
(Dates of Positions)	Marshall H.S 1964-66 - Remedial Te	aching
	Wm. Rainey Harper Jr. College - P.T.	1968-
OTHER EXPERIENCE	Systems Engineer, IBM, 1967 - Presen	t
	Systems Programmer, Cont. Assurance	Co., 1966-67
HONORS & DISTINCTIONS	Extensive background in specialized	computer courses.
PERSONAL (Age, Marital Status, Children, Address)		
RANK & SALARY	Instructor, \$9.800 Pro-rated 19 Wee	
RECOMMENDED BY		ing January 27,196 Department
	——————————————————————————————————————	Chairman
	4-	Assistant Dean
	- The state of the	Dean

FOR OTHER INFORMATION AND REMARKS PLEASE USE THE REVERSE SIDE OF THIS FORM.

	DIVISION OF
CANDIDATE	Edward Albert Goodwin
FIELD	FOOD SERVICE
PREPARATION (Degree, School, Semester Hours in Subject Field)	B.A Michigan State University
Subject Pieldy	<u>,</u>
MAJOR AREAS	Restaurant Management
TEACHING EXPERIENCE (Dates of Positions)	1959 to 1960, Director of Student Center and Food Service Defiance College, Defiance, Ohio.
	1960-68, Director of Food Service, Oakland University Rochester, Michigan May to December 1968, Operations Analyst for American
OTHER EXPERIENCE	Restaurant Association Services, Philadelphia, Pa. ARA is the largest food service operation in this country.
	Opened the student union, bookstore and student activities center for 2500 students at Defiance College. Supervised all facets of the food service industry in public
	and private sectors. Experience in restaurants, airlines, college vending, clubs and resorts.
HONORS AND DISTINCTIONS	Has traveled all over the United States as food consultant and has given seminars on quality control, vending, airline feeding Member of the NRA, Michigan Restaurant Assoc. National Association of College and University Food Service, Food Service Executives Association.
PERSONAL (Age, Marital Status,	
Children, Address)	
RANK & SALARY	Instructor, \$16,500 per year, 12 month contract
RECOMMENDED BY	Committee - Frank Borelli, James Harvey, Bill Mann

FOR OTHER INFORMATION AND REMARKS USE THE REVERSE SIDE OF THIS FORM

WILLIAM RAINEY HARPER COLLEGE

WILLIAM RAINEY HARPER COLLEGE DIVISION OF SCIENCE / MATH

CAMDIDATE	Sutton, Sandra Johnson	
ripud	Dental Hygiene	
PREPARATION (Degree, School Year Received & Semester Hours in Subject Field)	A.A. 1962, Anderson College, Anderson Certificate of Dental Hygiene, 5/30/B.S. in Dental Hygiene, 8/31/67, Loy	67, Loyola U. of New Orleans
	144 Semester hours in Dental Hygiene	
MAJOR AREAS	6 Sem. hrs. Graduate School towards and Counseling, Loyola University Dental Hygiene	M.Ed. in Guidance
TEACHING EXPERIENCE (Dates of Positions)	8/67 to present, Loyola University of Dental Hygiene	of New Orleans,
OTHER EXPERIENCE	2/64 to 9/65, Dental Assistant, New	Orleans, La.
HONORS & DISTINCTIONS	6/66 to 8/66 and 6/67 to 7/67, Denta Metairie, La. Sigma Phi Alpha Dental Hygiene Honor of graduating class outstanding "Cli Board Member of New Orleans Dental F	Society; Recipient
PERSONAL (Age, Marital Status, Children, Address)	President-elect of Louisiana Dental	
RANK & SALARY	Instructor; \$9,800/12 month contract	
RECOMMENDED BY	John Dompson	_ Department _ Chairman
ti an i	1 the state of the	_ Assistant Dean _ Dean

FOR OTHER INFORMATION AND REMARKS PLEASE USE THE REVERSE SIDE OF THIS FORM.



January 6, 1969

Mr. William Mann William Rainey Harper College 34 West Palatine Road Palatine, Illinois

re: HARPER COLLEGE - PHASE II

Dear Bill:

This letter will explain the services that we propose to offer in connection with the construction of the Phase II project for which contract documents are presently being prepared by Caudill, Rowlett, Scott.

We refer to the Owner-Architect agreement which is now in your hands for this project and which has not yet been signed, and particularly to Supplement 1.1.22 on page 8 which describes the full time representative during the construction phase. Since the project cost does not exceed \$3,000,000.00 we will furnish inspection in accordance with paragraph 1.1.14 which, in fact, in accordance with our own established routine, will provide daily inspections at the job site.

If you should desire a full time representative to be employed, then it would be necessary for us to consider this as "Additional Service" for which we would expect payment as stated in paragraph II, b, on page 2 of the contract.

For a project of this size we do not feel that this service is necessary and that the daily visit will ensure that the work is being performed in accordance with the plans and specifications.

Cordin1ly,

Robert B. Fridstein

RBF/sf

cc: Ed Finlay

RECEIVED OCT 1 1968 AUSINESS OFFICE



15 OCTOBER 63

MR. WILLIAM J. MANN, DEAN OF BUSINESS, WILLIAM RAINEY HARPER COLLEGE, ALGONQUIN AND ROSELLE ROADS, PALATINE, ILLINOIS 60067

CC: DR. ROBERT LAHTI

MR. ROBERT FRIDSTEIN

MR. DON COLLINS

RE: PHASE 2 CONTRACT -- FULL-TIME SUPERVISION

BILL, IN RESPONSE TO YOUR QUESTION RECARDING CREDIT (PRO-RATED) TOWARD FULL-TIME REPRESENTATIVE FOR SUCH PROPATION THAT THE CURRENT CONSTRUCTION COST OF PHASE 2 BEARS TO THE \$3 MILLION FIGURE (WHERE WE WOULD PICK UP TOTAL COST OF FULL TIME SUPERVISION WITHIN THE BASIC FEE OF 6,5) I WILL RESPOND WITH THE FOLLOWING: NO CREDIT COULD BE GIVEN BECAUSE THAT PART OF THE FEE WILL BE SPENT IN PROVIDING AN ADEQUATE PERIODIC SUPERVISION. IT IS REALLY ALL A MATTER OF DOLLARS. IF THE CONSTRUCTION COST IS \$3 MILLION OF ABOVE, THE SUPERVISION CAN BECOME FULL TIME BECAUSE THE FEE INCOME IS SUFFICIENT.

A PRORATA ARRANGEMENT AS YOU CONTEMPLATE IS BASED ON THE INACCURATE ASSUMPTION THAT SUPERVISION COSTS ARE DIRECTLY RELATED TO CONSTRUCTION DOLLARS. A \$1.5 MILLION PROJECT REQUIRES MUCH MORE THAN ONE-HALF THE SUPERVISION COST OF A \$3.0 MILLION PROJECT.

WE ARE TRYING TO MAKE SUPE THAT ADEQUATE SUPERVISION IS ESTABLISHED AND PROVIDED FOR. | BELIEVE THE CONTRACT WITH REGARD TO THIS ITEM IS FAIR AND ADEQUATE IN ITS PRESENT FORM.

BEST REGARDS.

Louis E. FINLAY

LOUIS E. SINLAY A...P. A SOCIALI PARTHER

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B131

Standard Form of Agreement Between Owner and Architect

on a basis of a

PERCENTAGE OF CONSTRUCTION COST

AGREEMENT

made this

day of .

in the year of Nineteen

Hundred and SIXTY-EIGHT

BETWEEN BOARD OF JUNIOR COLLEGE DISTRICT No. 512, PALATINE, ILLINOIS

the Owner, and

Caudill Rowlett Scott, Principal Architect and Fridstein, Fitch and Partners, Incorporated, associate architects.

the Architect.

It is the intention of the Owner to

ERECT PHASE 2 BUILDINGS AND SITE IMPROVEMENTS

hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:
 - a. FOR THE ARCHITECT'S BASIC SERVICES, as described in Paragraph 1.1, a Basic Fee computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Contract

SIX per cent (6%)
Separate Stipulated Sum Contracts

SIX per cent (6%)
per cent (6%)

WAX SINGLEX COST XBLUSX FROM CONTRACTS

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BEACH RECORD

b. FOR THE ARCHITECT'S ADDITIONAL SERVICES, as described in Paragraph 1.3, a fee computed as follows:

AND PRINCIPALS

Employees' time computed at a multiple of TWO AND ONE HALF (2.5) times the employees' Direct Personnel Expense as defined in Article 4.

Additionalsexvices of professional equipments engaged for the abundancement, and charical and checulated engagements are existed at an allegate the transfer existed at a transfer of the control of the

- c. FOR THE ARCHITECT'S REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.
- d. THE TIMES AND FURTHER CONDITIONS OF PAYMENT shall be as described in Article 6.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

- **1.1.1** The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.
- **1.1.2** The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.
- **1.1.3** The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

- 1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the. Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
- **1.1.5** The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

- 1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.
- **1.1.7** The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.
- **1.1.8** The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in

obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- **1.1.10** The Construction Phase will commence with the award of the Construction Contract and will terminate when final payment is made by the Owner to the Contractor.
- 1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the General Conditions of the Contract for Construction, AIA Document A201, Tenth Edition dated September 1966, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.
- **1.1.12** The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.
- **1.1.13** The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor

deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

- 1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
- 1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. The Architect shall also have authority to require the Contractor to stop the Work whenever in his reasonable opinion it may be necessary for the proper performance of the Contract. The Architect shall not be liable to the Owner for the consequences of any decision made by nim in good faith either to exercise or not to exercise his authority to stop the Work.
- **1.1.18** The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.
- 1.1.19 The Architect shall prepare Change Orders.
- 1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and Final Completion, shall receive written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.
- **1.1.21** The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

 1.1.22 AND 1.1.23 *

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

- **1.2.1** If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-time Project Representatives to assist the Architect.
- **1.2.2** Such Full-time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.
- **1.2.3** The duties, responsibilities and limitations of authority of such Full-time Project Representatives shall be set forth in an exhibit appended to this Agreement.
- **1.2.4** Through the on-site observations by Full-time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the

Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

The following services are not covered in Paragraphs 1.1 or 1.2. If any of these Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

- 1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Recject.
- **1.3.2** Providing financial feasibility or other special studies.
- 1.3.3x xProxidingx planningx survayex site xevalutions xox comparativex studies; of pospective sites.
- **1.3.4** Making measured drawings of existing construction when required for planning additions or alterations thereto.
- **1.3.5** Revising previously approved Drawings, Specifications or other documents to accomplish changes not initiated by the Architect.
- **1.3.6** Preparing Change Orders and supporting data where the change in the Basic Fee resulting from the adjusted Contract Sum is not commensurate with the Architect's services required.

 MAJOR
- **1.3.7** Preparing documents for alternate bids requested by the Owner.
- **1.3.8** Providing Detailed Estimates of Construction Costs.
- **1.3.9** Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.
- **1.3.10** Providing professional services made necessary by the default of the Contractor in the performance of the Construction Contract.
- **1.3.11** Providing Contract Administration and observation of construction after the Contract Time has been exceeded by more than twenty per cent through no fault of the Architect.
- 1.3.42x Acutaishing that Owner asset of reproducible record prints aik drawings schowings significant changes had during their constructions process, x based sons markeds up prints; x based sons markeds apprints; x based sons action data is mushed by the XX or action kx the XX or their data is mushed by the XX or the KX the XX or their data.
- **1.3.13** Providing services after final payment to the Contractor.
- **1.3.14** Providing interior design and other services required for or in connection with the selection of furniture and furnishings.
- **1.3.15** Providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
- **1.3.16** Providing services for planning tenant or rental spaces.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES -

- **2.1** The Owner shall provide full information regarding his requirements for the Project.
- 2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.
- 2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private.
- 2.4 The Owner shall furnish the services of a soils engineer, when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values and other necessary operations for determining subsoil conditions.
- **2.5** The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 2.6 The Owner shall furnish such legal, accounting and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.
- **2.7** The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy thereof.
- **2.8** If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.
- 2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 Construction Cost to be used as a basis for determining the Architect's Fee for all Work designed or specified by the Architect, including labor, materials, equipment and furnishings, shall be determined as follows, with precedence in the order listed:

- **3.1.1** For completed construction, the total cost of all such Work;
- **3.1.2** For work not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work: or
- **3.1.3** For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the Architect's latest Statement of Probable Construction Cost.
- **3.2** Construction Cost does not include the fees of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.
- **3.3** Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.
- **3.4** Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.
- 3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten per cent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit
- 3.5.1 If the lowest bona fide bid, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of this service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to his fees in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

- **4.1** Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.
- **4.2** Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

- **5.1** Reimbursable Expenses are in addition to the Fees for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his consultants in the interest of the Project for the following incidental expenses listed in the following Subparagraphs:
- 25.1.1x x Expensex of transportation and sliving when stoxeding in annocation with the Rooject vands for slowed is take calls and telegrams.
- **5.1.2** Expense of reproductions, postage and handling of Drawings and Specifications, excluding copies for Architect's office use and duplicate sets at each phase for the Owner's review and approval; and fees paid for securing approval of authorities having jurisdiction over the Project.
- **5.1.3** If authorized in advance by the Owner, the expense of overtime work requiring higher than regular rates; perspectives or models for the Owner's use; and fees of special consultants for other than the normal structural, mechanical and electrical engineering services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

- **6.1** Payments on account of the Architect's Basic Services shall be made as follows:
- **6.1.1** An initial payment of five per cent of the Basic Fee calculated upon an agreed estimated cost of the Project, payable upon execution of this Agreement, is the minimum payment under this Agreement.
- **6.1.2** Subsequent payments shall be made monthly in proportion to services performed to increase the compensation for Basic Services to the following percentages of the Basic Fee at the completion of each phase of the Work:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

- **6.2** Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.
- **6.3** No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- **6.4** If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Contractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party tail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

IX: I x Alk claims, xisputes and xother matters in aquestion arising x our xof, x or xrelating x to; xthis x Agreement xorx the breach thereof shalk be xterided by xarbitration in accordance with the Construction industry Arbitration Rules of the American Arbitration Association their obtaining. This agreement so to arbitrate shalk be specifically enforceable under the prevailing axbitration law.

1K2 × Notice of the demand forcarbitation shalk be alked in xwiting with the colber party to this eagreement and with the enterior for the colber party to this eagreement and with the enterior each enterior that each the enterior that each the enterior enterior each the enterior en

dispute xorxether xmatter xinx question xhasx arisenx ha xnor event shalk the xdemandx for xarbitrationx be xmade; after institution xof xlegalx on equitable xpraceedings xhased xorx such xclainty xdisputer xix xothers matter xix xquestion; would be bareed by the applicables statute; of timitations.

TK3×The award rendered by the arbitrators shall be final, and high entered by the arbitrators shall be final, and high entered by the arbitrators in any court having juned extension thereof x

ARTICLE 12

EXTENT OF AGREEMENT

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.

ARTICLE 13

APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

ARTICLE 14 - Landscape Services The Architect shall provide Landscape Services, including such consultants as may be necessary as part of the Basic Services as described in Article 1 and shall be compensated for Landscape Services computed within the Basic Fee.

SUPPLEMENTS

- 1.1.22 In addition to services described in Article 1.1, Architect will provide a full-time representative during the construction phase of the project as part of the Basic Services, provided the total construction value of current construction on the college site exceeds \$3,000,000. If the Owner desires a full-time representative when construction value falls below \$3,000,000, project representation beyond the Basic Services can be obtained as outlined in Article 1.2.
- 1.1.23 PREPARTING AS-BOILT DRAWINGS SHOWING CONSTRUCTION CHANGES IN THE WORK AND FINAL LOCATIONS OF MECHANICAL SERVICE LINES AND OUTLETS ON THE BASIS OF DATA FURNISHED BY THE CONTRACTOR. (MOVED FROM 1.3.12)

This Agreement executed the day and year first	st written above.
OWNER	ARCHITECT WOULD . PENN N
	Architect's Registration(No.
PRESIDENT	PRINCIPAL ARCHITECT
	Soluto hints ve
SECRETARY	ASSOCIATE ARCHITECT