

SCHOOL DISTRICT CONTRACT CERTIFICATION

The Contractor identified below agrees to provide services to Lincolnwood School District No. 74 (the “District”) per the terms and conditions stated herein and in Exhibit A, which is incorporated herein. The Contractor certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with the District as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois *School Code* (105 ILCS 5/10-20.21). The Contractor acknowledges that the District’s Board of Education may declare the agreement void if it finds this certification is false. As required by law, the Contractor certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*) regardless of whether the Contractor or its affiliate is a “retailer maintaining a place of business within this State” as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). The Contractor further certifies that to the extent applicable, it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Contractor further agrees to comply with all other applicable state and federal laws and regulations. As required by regulation of the Illinois Department of Human Rights, the Equal Opportunity Clause contained in Exhibit B and the representations therein are hereby incorporated into this Certification.

Contractor acknowledges that it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools.

Contractor shall indemnify, defend, and hold harmless the Board of Education, its individual Board members, Board officers, employees, agents, representatives, insurers, successors, and assigns from and against any and all claims, demands, charges, complaints, causes of action, fees (including, but not limited to, attorney’s fees and expert witness fees), and other liability arising from, related to, or connected with Contractor’s negligent or wrongful errors or omissions in performing its services. Contractor shall maintain general liability insurance or self-insurance with limits of at least \$2,000,000 per occurrence and \$5,000,000 in the aggregate (including any umbrella insurance), and shall maintain professional liability insurance or self-insurance with limits of at least \$2,000,000 per occurrence and in the aggregate. The Board of Education shall not waive any rights by making payment.

Contractor/Supplier Name: Lauterbach & Amen LLP

By: Todd A. Schwabe
Signature of Officer or Authorized Representative

 Partner in charge of Actuarial Services
Title

Date: 4/28/2023



February 27, 2023

**EXHIBIT
A**

Members of the Board of Trustees
Lincolnwood School District #74
6950 N East Prairie Road
Lincolnwood, Illinois 60712

We are pleased to confirm our acceptance and understanding of the services we will provide for the Lincolnwood School District #74 for the fiscal years ending June 30, 2024 through June 30, 2025. It is our understanding that Lauterbach & Amen, LLP will prepare the GASB 74/75 Actuarial Valuation for the School District.

You agree to assume all management responsibilities for the actuarial services we provide; you will oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; you will evaluate the adequacy and results of the services and will accept responsibility for them.

Lauterbach & Amen, LLP does not assume any management responsibilities for the School District. These services cannot be relied upon to detect errors, irregularities, or illegal acts that may exist. However, we will inform you of any such matters that may come to our attention.

Costs for our services are as follows:

	Fiscal Year Ended 06/30/2024	Fiscal Year Ended 06/30/2025
Annual Actuarial Reports		
• Preparation of GASB 74/75 Actuarial Valuation*	\$3,890	\$1,020
• Preparation of Audit Friendly Exhibits	Included	Included
Total Annual Actuarial Reports	\$3,890	\$1,020

*All GASB 74/75 reporting will follow a biennial reporting cycle and for all fiscal year ends where a full-valuation is not required, we will prepare financial statement entries based on a limited actuarial report. The limited actuarial report will not require updating of participant or medical information but will be run at the most recently available discount rate required by the GASB 74/75 standards. If, for any reason, the School District or auditors require a full-valuation vs. the limited actuarial report, updating of all participant and medical information will be required and the fee for a full valuation will be charged.

Out of Scope Services:

Out of scope services will be billed on a time and charges basis. The hourly rate for out of scope services is \$275 per hour. We will provide an estimate of costs for any out of scope services when the service is requested and the scope is defined. You will not be charged any additional costs under this section unless written approval, including email confirmation, is provided ahead of time.

Either party may terminate all or a portion of the services contemplated by this engagement at any time for any reason upon 30 days written notice to the other. Subcontracting will be disclosed to the School District's Board of Trustees prior to beginning work. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

We appreciate the opportunity to be of service to the Lincolnwood School District #74 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please indicate your acceptance by signing below and returning it to us.

Cordially,

Lauterbach & Amen, LLP

Lauterbach & Amen, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Lincolnwood School District #74:

Accepted by: _____

Title: _____

EXHIBIT B

[NOTE: Illinois law requires that this statement be included in all Illinois public contracts (See 44 Ill. Adm. Code 750.10)]

The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et. seq.*, and rules and regulations promulgated thereunder. The following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.