



MANHATTAN SCHOOL DISTRICT 114
Board of Education April Special Board Meeting
6:00 PM, April 29, 2026
Manhattan District Office
15414 W. Smith Rd.
Manhattan, IL 60442

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Visitors to be Heard
5. Action Items
 - a. Approval of Independent Contractor Agreement for Roof Repairs at Wilson Creek, Anna McDonald, and Manhattan Intermediate School
6. Closed Session
 - a. Appointment, Employment, Compensation, Evaluation, Performance and/or Dismissal of Specific Employees, and/or Specific Individuals Who serve as Independent Contractors (5 ILCS 120/2(c)(1)), Pending Litigation (5 ILCS 120/2(c)(11), Risk Management (5ILCS 120/2(c)(12); Student disciplinary cases 5 ILCS 120/2(c)(9).
 - b. Potential Action to Approve the Personnel Matters including, New Hires of Employees, Resignations, Retirements, Leaves of Absence, Non-Renewals of Employment, and/or Employment Contracts
 - c. Potential Action to Approve Postings for New Positions
 - d. Potential Action to Approve Vendor Contracts
 - e. Potential Action on Student Disciplinary Matters
7. Information and Presentations
 - a. Buildings and Grounds Capital Projects
 - b. Amended Budget Timeline

The amended budget must be adopted by the BOE by the last day of the fiscal year: June 30th. Prior to adoption, a Budget Hearing must be held, usually the same day as the adoption, which will be the June 10th board meeting.

30 days prior to adoption: The tentative amended budget must be on public display; a public notice of public display and date/time/place of hearing must be published in a newspaper of general circulation. We published in the Herald on April 24 that the budget will be on display from May 11th through June 10th.

- c. Personnel Report Agenda Item
 - d. Board Book Public Access
 - e. Transportation Bid
 - f. Board Policy Customization
8. Adjournment

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“the Agreement”) is entered into by and between the Board of Education of Manhattan Elementary School District 114 (“the Board” and/or “the District”) and Anthony Roofing Tecta America, LLC (“Contractor”) on the date(s) indicated below.

1. Term - Contractor shall be retained by the Board for the purpose of providing the services set forth in paragraph 2 of this Agreement. The Scope of Services should be substantially completed within a reasonable time, not to exceed seventy (70) days from the start of work.

2. Scope of Services – Contractor is retained in order to provide the following services:
 - a. Installation of Roof Coating System at Anna McDonald School in conformity with the provisions set forth in Exhibit A.
 - b. Installation of Roof Coating System at Wilson Creek Elementary School in conformity with the provisions set forth in Exhibit B.
 - c. Installation of Roof Coating System at Manhattan Intermediate School in conformity with the provisions set forth in Exhibit C.
 - d. Demolition and installation of Shingle System at Wilson Creek Elementary – Front Entrance in conformity with the provisions set forth in Exhibit D.

All work required under these Scope of Services shall be performed to reasonable and customary industry standards. Contractor is responsible for any damage to the District’s property which is caused by the work performed herein and agrees to return the District’s property to its previous condition at no additional cost to the District. If the Contractor damages the District’s property, the District will have the right to require repair of said defect or to receive a credit for the cost of repairing any damage caused.

The District will obtain any necessary permits to perform the work at its’ sole expense and cost.

The Contractor shall coordinate all work and building access through a designated person affiliated with the District. The District’s designated contact will facilitate access to the buildings necessary and ensure that the Contractor’s personnel have access to the sites to perform the work required herein.

3. Compensation - Contractor shall be paid \$395,000.00 upon satisfactory completion of the work set forth in Exhibit A. Contractor shall be paid \$530,000.00 upon satisfactory completion of the work set forth in Exhibit B. Contractor shall be paid \$68,500.00 upon satisfactory completion of the work set forth in Exhibit C. Contractor shall be paid \$374,000.00 upon completion of the work set forth in Exhibit D. Contractor is not entitled to receive any additional monies other than those set forth in this paragraph. It is understood and agreed that any materials, labor, equipment and insurance requirements that are necessary to perform the Scope of Services shall be paid for through the compensation amounts set forth herein.

If the Board requests a change in the work and/or extra work, the contract price may be adjusted accordingly provided that any change in work and/or extra work and the price therefore must be approved by the Board in writing prior to the commencement of such work.

4. Payment – The Board shall make payment of each invoice submitted by Contractor within thirty (30) days of receipt thereof subsequent to satisfactory completion of the Scope of Services and an acknowledgment from the District’s construction manager that the work has been completed in alignment with required standards. This shall include, but not be limited to, working installation of all doors and a clean-up of the impacted areas. If there is a dispute about payment, the Board shall make payment within a reasonable amount of time subsequent to the resolution of the billing dispute.
5. Warranty – Contractor will take any and all steps to provide and confer the manufacturer warranties as described within Exhibits A-D to the Board upon completion of the work. The Contractor warrants that the roofing work performed under Section 2 will be free from defects in workmanship for a period of two (2) years from the date of final completion. If a leak, failure or other defect occurs due to improper installation during this period, the Contractor will repair or replace the defective workmanship at no cost to the Board. The Board’s payment of the contract price shall be consideration for this workmanship warranty. It is agreed that the warranty only applies when (a) the defects are the result of normal usage and the damage is not due to neglect, misuse, acts of God or vandalism, (b) warranty work is performed by an authorized technician from the Contractor; and (c) customer’s sole remedy is repair or replacement of defective work or material if it elects to invoke the warranty. All warranty work will be performed during normal working hours of the Contractor. **CONTRACTOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF HABITABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**
6. Independent Contractor Status – It is understood and agreed by the parties that the Contractor and its agents/employees are not employees of the Board but, rather, are independent contractors. While the Board has the authority to assign particular tasks to the Contractor as set forth in this agreement, it is understood and agreed by the parties that the Contractor will exercise control over the manner in which it and its agents/employees provide services to the Board under this Agreement based upon their experience and expertise. Contractor shall be responsible for the payment of all taxes including Federal, State and local taxes arising out of its activities under this Agreement including, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes and any other taxes or business license fees. By entering into this Agreement, Contractor is not precluded or limited from providing services to any other person or entity. The Contractor is responsible for the training of all persons assigned to perform under this Agreement and providing any and all necessary equipment for the performance of said services.

7. Indemnification – Contractor agrees that it shall indemnify, save harmless and defend the District, the Board, its elected officials, employees, agents and successors (“the Indemnified Parties”) against any and all damages to property or person (including death), liability, claims, losses and expenses (including attorneys’ fees) that the Indemnified Parties incur and which arise out of or in connection with any negligent, reckless or intentional act or omission of the Contractor, its agents or employees while providing services under this Agreement. The obligations of this paragraph shall survive any termination of this Agreement.

8. Surety Bond – Contractor shall provide a surety bond from a company lawfully authorized to issued surety bonds within the jurisdiction where the Project is located and by a company which is licensed by the Department of Insurance to issue surety bonds and which has a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody’s Investors Service, Standard & Poor’s Corporation or a similar ratings agency for those purposes as required by Section 550/1 of the Public Construction Bond Act in the following amount:
 - a. Performance Bond - \$1,367,500

Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement. The Contractor shall furnish to the Board certificates evidencing of bond coverage as required by this provision.

9. Insurance - Contractor shall purchase and/or maintain from and maintain from a company or companies lawfully authorized to do business in Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under this Agreement and for which Contractor may be legally liable, whether such operations be by Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts any of them may be liable:
 - a. Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to any persons providing services to Contractor;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees;
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
 - d. Claims for damages insured by usual personal injury liability coverage;
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

10. Limits of Insurance – Both the Board of Education of Manhattan School District 114 and Manhattan Elementary School District 114 shall be named as an additional insured on any insurance policy required under this Agreement and said policy shall be primary and neither the Board nor the District, nor their insurers, shall be considered contributory payers for any loss. The Insurance requirements set forth herein shall be in the below-stated amounts:

a. Commercial General Liability

General Aggregate -	\$2,000,000
Products-Comp/Ops Aggregate -	\$1,000,000
Personal & Advertising Injury -	\$1,000,000
Each Occurrence -	\$1,000,000
Fire Damage (any one fire) -	\$50,000
Medical Expenses (any one person)	\$10,000

b. Workers Compensation Insurance

Employer's Liability Limits

Each Accident -	\$500,000
Disease – Policy Limit -	\$500,000
Disease – Each Employee -	\$500,000

11. Prevailing Wage Labor – It is understood and agreed that the work performed within the Scope of Services here is a “public work” and that all persons performing work pursuant to this Agreement shall be paid the Prevailing Wage rate as required by the Prevailing Wage Act. Contractor agrees to create and maintain any and all records required by the Prevailing Wage Act to demonstrate compliance.

12. Sexual Harassment – Contractor is required to maintain a written sexual harassment policy that conforms to Section 2-105(A)(4) of the Illinois Human Rights Act at all times during the effective date of this Contract. Contractor agrees that it does not discriminate against any employees or applicants for employment in violation of any protected category set forth within the Illinois Human Rights Act.

13. No Personal Liability – No elected or appointed official or employee of the Board shall be personally liable to Contractor as a result of the execution of this Agreement or for the obligations of the Board thereunder.

14. Criminal Background Check - Contractor warrants and agrees that each employee of it or any subcontractor employees or agents who will be placed at any school of the Board and who will have “direct, daily contact with the pupils of any school” of the District while performing this work has completed a criminal background check which complies with Section 10-21.9 of the Illinois School Code within 3 months prior to the employee's placement at the school at Contractor's sole cost and that no employees or agents of

Contractor or any of its subcontractors will be placed at any school whom have any convictions set forth in Section 21B-80 of the Illinois School Code. In addition, any agent or employee of Contractor who is expected to have direct, daily contact with the pupils of any school as defined in Section 22-94 of the School Code shall undergo an employment history review in accordance with Section 22-94 prior to being assigned to work at the District. Contractor agrees that no individual will be assigned to work at any event or location of the District who has been identified under Section 22-94(c)(3)(C) of the School Code.

15. Notices – Any notices required to be given under this agreement shall be deemed sufficient if in writing and personally delivered or by electronic mail transmission to the email address provided by the Contractor and to the email address of the District Superintendent.

16. Miscellaneous

- a. This contract has been executed in the State of Illinois and shall be governed by the laws of the State of Illinois in each and every respect. Any and all claims arising against either party to this Agreement shall be brought in the Circuit Court of Will County, Illinois and/or the United States District Court for the Northern District of Illinois – Eastern Division.
- b. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.
- c. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- d. If any provision of this contract is subsequently declared by a court of competent jurisdiction through a final decision to be unlawful or unenforceable, all other provisions of the Agreement shall remain in full force and effect to the maximum extent permitted by law. The failure of the District to require strict compliance with any term of this Agreement shall not be considered or deemed a waiver of that condition.
- e. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning the subject matter of this Agreement whether written or oral. No modification or amendment of this Agreement shall be valid or binding on the parties unless it is in writing and executed by Contractor and the Board. It is agreed that Contractor has not relied upon any promises, expectations and/or information not expressly contained in this Agreement in executing the same.
- f. Contractor represents that it is an Illinois Corporation in good standing. Moreover, the individual executing this Agreement on behalf of Contractor warrants that he/she has the

f. Contractor represents that it is an Illinois Corporation in good standing. Moreover, the individual executing this Agreement on behalf of Contractor warrants that he/she has the actual and apparent authority to bind Contractor and understands that the Board is relying upon this representation in entering into this Agreement.

g. This Agreement shall be binding on the heirs, executors and successors of the parties.

Anthony Roofing Tecta America, LLC

BOARD OF EDUCATION OF
MANHATTAN ELEMENTARY SCHOOL
DISTRICT 114

By: Tony Clausen

Board President

Its: President

Secretary

Date: 4/24/2022

Date: _____

April 15th, 2026



TO: Ryan McWilliams

PROJECT: Anna McDonald School
200 Second St.
Manhattan, IL 60442

ROOF COATING SYSTEM:
(54,172 sq. ft.)

Anthony Roofing Tecta America LLC (AR) will:

- Make any necessary repairs to wet areas, if needed.
- Power wash roof to remove dirt, dust and debris.
- Allow roof to dry completely.
- Make any necessary repairs to any blisters and openings on roof.
- Provide and install new PM HS-3201 roof coating around all roof penetrations, per manufacturers specifications.
- Provide and install new PM HS-3201 roof coating system on entire field of roof, per manufacturers specifications.
- Three course any areas that need reinforcing.
- Provide and install Bilco® S20 36" x 30" roof hatch.
- Provide and install roof hatch ladder to appropriate height.
- Remove all debris associated with scope of work.

COATING PROJECT PRICE: \$395,000.00

P & P BOND: Included

EXCLUSIONS: Does not include permit.

WARRANTY: Manufacturer's 15-year warranty and AR's standard 2-year warranty.

April 15th, 2026

TO: Ryan McWilliams



OMNIA*
PARTNERS

**04-29 JOC Contract
RQN# 2026-0016**

PROJECT: Wilson Creek Elementary
25440 S. Gougar Rd.
Manhattan, IL 60442

ROOF COATING SYSTEM:

(89,100 sq. ft.)

Anthony Roofing Tecta America LLC (AR) will:

- Make any necessary repairs to wet areas, if needed.
- Power wash roof to remove dirt, dust and debris.
- Allow roof to dry completely.
- Make any necessary repairs to any splits, tears or openings on roof.
- Provide and install new PM P-160 Bleed Blocker on entire field and penetrations on roof, per manufacturers specifications.
- Provide and install new PM HS-3201 roof coating around all roof penetrations, per manufacturers specifications.
- Provide and install new PM HS-3201 roof coating system on entire field of roof, per manufacturers specifications.
- Three course any areas that need reinforcing.
- Remove all debris associated with scope of work.

COATING PROJECT PRICE:

\$530,000.00

P & P BOND:

Included

EXCLUSIONS:

Does not include permit.

WARRANTY:

Manufacturer's 20-year warranty and AR's standard 2-year warranty.

April 15th, 2026

TO: Ryan McWilliams



OMNIA
PARTNERS

04-29 JOC Contract

RQN# 2026-0017

PROJECT: **Manhattan Intermediate School**
15646 W. Smith Rd.
Manhattan, IL 60442

ROOF COATING SYSTEM:

(57,000 sq. ft.)

Anthony Roofing Tecta America LLC (AR) will:

- Make any necessary repairs to wet areas, if needed.
- Power wash roof to remove dirt, dust and debris.
- Allow roof to dry completely.
- Make any necessary repairs to any splits, tears or openings on roof.
- Provide and install new PM P-160 Bleed Blocker on entire field and penetrations on roof, per manufacturers specifications.
- Provide and install new PM HS-3201 roof coating around all roof penetrations, per manufacturers specifications.
- Provide and install new PM HS-3201 roof coating system on entire field of roof, per manufacturers specifications.
- Three course any areas that need reinforcing.
- Remove all debris associated with scope of work.

COATING PROJECT PRICE:

\$374,000.00

P & P BOND:

Included

EXCLUSIONS:

Does not include permit.

WARRANTY:

Manufacturer's 20-year warranty and AR's standard 2-year warranty.

April 15th, 2026

TO: Ryan McWilliams



04-29 JOC Contract

PROJECT: Wilson Creek Elementary-Front Entrance Shingle Roof
25440 S. Gougar Rd.
Manhattan, IL 60442

SHINGLE SYSTEM:

Anthony Roofing Tecta America LLC (AR) will:

- Demo existing shingles down to deck,
- Provide and install GAF WeatherWatch® ice and water shield 6' at eaves, 18" at sidewalls.
- Provide and install GAF FeltBuster® synthetic felt over remainder of roof area.
- Provide and install GAF Timberline UHDZ asphalt shingle roof system, with all components.
- Provide and install GAF TimberTex® cap shingles to all ridges.
- Provide and install 24-gauge prefinished steel drip edges at all perimeter edges.
- Provide and install 24-gauge prefinished steel counterflashing at all masonry walls.
- Remove metal coping and roofing membrane from inlaid gutter and dispose of.
- Provide and install new 60mil. EPDM membrane and adhere it throughout the entire inlaid gutter going under the shingles.
- Strip in one (1) drain per gutter with matching EPDM materials.
- Provide and install new coping at the edge.
- Remove all debris associated with scope of work.

PROJECT PRICE: \$68,500.00

EXCLUSIONS: Does not include permit.

WARRANTY: GAF's 40-year commercial System's Plus and AR's standard 2-year.