

CAN YOU TRUST CAUCUS VETTING?

The Lake Forest Caucus wants us to believe it is trustworthy because it “vets” candidates.

It is not and does not.

Lake Forest Caucus endorsed an LFHS candidate with five-figure contract with LFHS

The Caucus endorsed Tomas Nemickas as a candidate for LFHS District 115 school board. He is one of nine Managers listed on the Illinois Secretary of State LLC filings for Illinois Bone and Joint Institute LLC. According to documents posted on the LFHS Board of Education website, IBJ has had a contract with LFHS District 115 for the past six years, with the current contract to expire May 31, 2017. The District is obligated to pay IBJ \$35,000 for 1400 hours of work over the school year, with overages billed at \$25 per hour.

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE W. SECRETARY

ILLINOIS BONE & JOINT INSTITUTE®
Move better. Live better.

LLC MANAGERS

Entity Name	File Number
ILLINOIS BONE AND JOINT INSTITUTE, LLC	

Name	Address
GOLDSTEIN, MD., WAYNE M.	900 RAND RD STE 300, DES
BENSON, MD., LEON S.	900 RAND RD STE 300, DES
NEMICKAS, TOMAS E MD	900 RAND RD STE 300, DE
COHN, ARNOLD K. M.D.	900 RAND RD STE 300, D
JIMENEZ, MATTHEW L. MD	900 RAND RD STE 300,
O'ROUKE, MICHAEL R MD	900 RAND RD STE 300
WESTIN, CRAIG D MD	900 RAND RD STE 30
D'SILVA, JOSEPH L	900 RAND RD STE 3
THADANI, M.D. PETER J	900 RAND RD STE

BACK TO CYBERDRIVE

This contract outlines the agreement to provide athletic training ("ATC") services provided by Illinois Bone & Joint Institute, LLC ("IBJI") for **Lake Forest High School** ("Client").

Client agrees to hire IBJI as an independent contractor for the purpose of providing athletic training services, and agrees to the terms and conditions as set forth in this agreement.

Organization/Client Location
Tim Burkhalter – Athletic Director
Lake Forest High School
1285 North McKinley Road, Lake Forest, IL, 60045

Term/Termination:

- The term of this Agreement shall be for a one (1) year period commencing 8/1/2016 and ending on 7/31/2017, unless otherwise terminated by either party in accordance with the provision below.
- Notwithstanding anything herein contrary, either party shall have the right to terminate this Agreement, with or without cause, by giving at least 60 days prior written notice to the other party; and upon expiration of such sixty (60) day notice period, this Agreement shall be terminated and all obligations, duties and responsibilities of the parties shall cease, except that Client shall be obligated to pay any compensation payments due and owing to IBJI.

Coverage Dates/Hours

- This contract will cover the following time period/dates: 8/1/2016 through 5/31/2017. Coverage hours will be outlined by the Client's Head Athletic Trainer/Team President for a maximum of 1400 hours.
- IBJI will provide Client with 1 Certified Athletic Trainer(s) onsite, or number of ATC's mutually agreed upon by all parties.
- All ATC's provided by IBJI will be licensed under the Illinois Athletic Training Practice Act, and in good standing with the Board of Certification.
- Client will supply all medical supplies (tape, band aids, ace wraps, etc.)
- Services will be provided in accordance with designated calendar requests – as provided by the Client and mutually agreed upon by IBJI.
- Services provided by the ATC shall in no way be considered a substitute for the services of a physician, and will only function under the regulations outlined by the Illinois Department of Professional Regulation under the Illinois Athletic Training Practice Act.

Compensation

Under this agreement, compensation for anticipated hours of IBJI's services, client shall pay IBJI a stipend of \$35,000 for all services described above. Payments will be made in three equal installments of \$11,666.67 on 11/17/16, 3/17/17, and paid in full on 6/17/2017. Any late payments will incur an interest charge of three (3) percent. If hours exceed the 1,400 hours of this contract, client will be billed an additional \$25/hr.

Independent Contractor

It is hereby understood and agreed that IBJI, in performing the services pursuant to this Agreement, is acting in the capacity of an independent contractor. IBJI represents and warrants that it and its employees and independent Contractor are not agents, servants, partners, nor employees of Client.

Insurance

IBJI shall maintain or ensure that its employees maintain professional liability insurance, and shall be financially responsible insurance companies duly authorized to provide all of its employees providing services pursuant to this Agreement. Upon request, IBJI shall provide proof of Illinois statutory requirements. Each Party shall indemnify, defend, and hold the other party harmless from and against all claims, damages, costs, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the other party, its employees, agents, servants, partners, or independent contractors, arising out of or from the performance or non-performance of the services provided hereunder, whether or not such claims, damages, costs, and expenses are caused in whole or in part by the negligence of the other party, its employees, agents, servants, partners, or independent contractors.

Lake Forest Caucus endorsed an LFHS candidate who did not disclose this contract to election authorities

The caucus-endorsed candidate did not disclose this economic interest as required by law in his sworn "Statement of Economic Interest" that accompanied his candidate petitions and statement of candidacy for School Board. These papers were filed with the Lake County Clerk's election officials by Richard Chun, Caucus officer.

I-107.8 State of Illinois - For Official Use

Statement of Economic Interests to be filed with the County Clerk
(Type or Print Name)

Name: TOMAS NEMICKAS

Each Office or Position of Employment for which this Statement is Filed: SCHOOL BOARD MEMBER - LAKE FOREST DISTRICT 115

Full Post Office Address: 701 N. MAYFLOWER ROAD, LAKE FOREST, IL 60045

RECEIVED DEC 1 2 2016
LAKE COUNTY CLERK CARLA N. WYCKOFF

RECEIVED DEC 0 6 2016
LAKE COUNTY CLERK CARLA N. WYCKOFF

GENERAL DIRECTIONS

The interest (if constructively controlled by the person making the statement) of a spouse or any other party, shall be considered to be the same as the interest of the person making the statement. Campaign receipts shall not be included in this statement. If more space is needed, please attach supplemental listing.

1. List the name and instrument of ownership in any entity doing business with a unit of local government in relation to which the person is required to file, in which the ownership interest held by the person at the date of filing is in excess of \$5,000 fair market value, or from which dividends in excess of \$1,200 were received during the preceding calendar year: (In the case of real estate, location thereof shall be listed by street address, or if none, then by legal description.) No time or demand deposit in a financial institution, nor any debt instrument shall be listed.

Business Entity	Instrument of Ownership	Position of Management
NONE		

2. List the name, address and type of practice of any professional organization in which the person making the statement was an officer, director, associate, partner or proprietor, or served in any advisory capacity, from which income in excess of \$1,200 was derived during the preceding calendar year:

Name	Address	Type of Practice
NONE		

3. List the nature of professional services rendered (other than to the unit or units of local government in relation to which the person is required to file) to each entity from which income exceeding \$5,000 was received for professional services rendered during the preceding calendar year by the person making the statement:

NONE

I-107.8 State of Illinois - For Official Use

4. List the identity (including the address or legal description of real estate) of any capital asset from which a capital gain of \$5,000 or more was realized during the preceding calendar year:

NONE

5. List the name of any entity and the nature of the governmental action requested by any entity which has applied to a unit of local government in relation to which the person must file for any license, franchise or permit for annexation, zoning or rezoning of real estate during the preceding calendar year, if the ownership interest of the person filing is in excess of \$5,000 fair market value at the time of filing, or if income or dividends in excess of \$1,200 were received by the person filing from the entity during the preceding calendar year:

NONE

6. List the name of any entity doing business with a unit of local government in relation to which the person is required to file, from which income in excess of \$1,200 was derived during the preceding calendar year other than for professional services and the title or description of any position held in that entity: (No time or demand deposit in a financial institution nor any debt instrument need be listed.)

NONE

7. List the name of any unit of government that employed the person making the statement during the preceding calendar year, other than the unit or units of government in relation to which the person is required to file:

NONE

8. List the name of any entity from which a gift or gifts, or honorarium or honoraria, valued singly or in the aggregate in excess of \$500, was received during the preceding calendar year:

NONE

VERIFICATION

I declare that this Statement of Economic Interests (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my economic interests as required by the Illinois Governmental Ethics Act. I understand that the penalty for willfully filing a false or incomplete statement shall be a fine not to exceed \$1,000, or imprisonment in a penal institution other than the penitentiary not to exceed one year, or both fine and imprisonment.

Tomas E Nemickas 11/8/16
(Signature of Person Making Statement) (Date)

Did the Lake Forest Caucus ignore this candidate's five-figure contract with LFHS, file his papers for him, and hope no one would notice?

Caucus-endorsed Tomas Nemickas could be prohibited under Illinois law (105 ILCS 5/10-9) and the LFHS Board's own rules from sitting as an LFHS Board member because IBJ company has a contract of \$35,000, plus overages, with LFHS through July 2017, well past the seating of new LFHS Board members.

No, you can't trust Caucus vetting!

Sources: <https://www.ilsos.gov/corporatellc/CorporateLlcController?command=mms&fileNbr=01689223&type=MGR>

http://www.lfboe.net/d115public/archive/2015-2016/meetings/June_22_2016/Action_Items/NAApproval_of_Illinois_Bone_and_Joint_Institute_Contract_Renewal.pdf

<https://nebula.wsimg.com/153a74c287bcc6414a13df513cdc770c?AccessKeyId=6CAF93516B9A96F7A0C3&disposition=0&alloworigin=1>

http://www.lakeforestschoools.org/uploaded/Lake_Forest_Schools/District_15/D115Section2.pdf

<http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=010500050HArt%2E+10&ActID=1005&ChapterID=17&SeqStart=59100000&SeqEnd=82500000>

PAID FOR BY LAKE FOREST CITIZENS COMMITTEE 2017.

Lake Forest Community High School District 115 2:100

Board of Education

Board Member Conflict of Interest

No Board of Education member shall have a beneficial interest directly or indirectly in any contract, work, or business of the District unless permitted by State law.

Board members must annually file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act. Each Board member is responsible for filing the statement with the county clerk of the county in which the District's principle office is located by May 1.

LEGAL REF.: 5 ILCS 420/4A-101, 420/4A-105, 420/4A-106, and 420/4A-107.
50 ILCS 105/3.
105 ILCS 5/10-9.

CROSS REF.: 2:105 (Ethics and Gift Ban), 5:120 (Ethics)

ADOPTED: February 8, 2011