

# **OAK PARK AND RIVER FOREST HIGH SCHOOL**

## **Finance Committee Meeting Agenda**

**January 18, 2011  
Board Room  
7:30 a.m.**

- |   |                                 |
|---|---------------------------------|
| <b>1. Minutes</b>   |                                 |
| <b>2. Legat Contract</b>  | <b>Ken Florey</b>               |
| <b>3. Construction Update</b>   | <b>Robert Zummallen</b>         |
| <b>4. PMA Investment Update and<br/>CDARS Deposit Placement Agreement</b> | <b>Laura Pauli</b>              |
| <b>5. Comcast Contract</b>  | <b>Mike Carioscio</b>           |
| <b>6. Konica Contract</b>   | <b>Mike Carioscio</b>           |
| <b>7. Northshore Academic Contract</b>                                    | <b>Phil Prale/Cheryl Witham</b> |
| <b>8. Summer School 2011 Budget and Fees</b>                              | <b>Dale Craft/Doug Wiley</b>    |
| <b>9. Bid for Commodities</b>   | <b>Cheryl Witham</b>            |
| <b>10. Advisory Leadership Team Composition</b>                           | <b>Cheryl Witham</b>            |
| <b>11. Authority to Commence the Amended Budget 10/11</b>                 | <b>Cheryl Witham</b>            |
| <b>12. Authority to Commence with Tentative Budget 11/12</b>              | <b>Cheryl Witham</b>            |
| <b>13. River Forest TIF Update</b>  | <b>Cheryl Witham</b>            |
| <b>14. Cicero Township Treasurer Update</b>                               | <b>Cheryl Witham</b>            |
| <b>15. Contracts between \$10,000 - \$25,000</b>                          | <b>Information</b>              |
| <b>16. Monthly Financial Report</b>                                       | <b>Cheryl Witham</b>            |
| <b>17. Treasurer's Report</b>   | <b>Information</b>              |

### **Finance Committee Members**

**Chair: Amy McCormack  
John C. Allen IV**

Board of Education  
DLT  
Jim Hunter – FSEC Chair

OAK PARK AND RIVER FOREST HIGH SCHOOL  
201 North Scoville Avenue  
Oak Park, IL 60302

**FINANCE COMMITTEE MEETING**  
Tuesday, December 7, 2010

A Finance Committee meeting was held on Tuesday, December 7, 2010. Co-Chair McCormack called the meeting to order at 7:37 a.m. in the Board Room. Committee members present were John C. Allen, Terry Finnegan (departed at 9:18 a.m. and returned telephonically at 9:21 a.m.), Dr. Ralph H. Lee, Amy McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present were Steven T. Isoye, Superintendent; Nathaniel L. Rouse, Principal; Lauren M. Smith, Director of Human Resources; Cheryl L. Witham, Chief Financial Officer and Treasurer; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

Visitors included Kay Foran, Community Relations and Communications Coordinator; James Paul Hunter, FSEC Chair; Doug Wiley, OPRFHS Supervisor of Finance; Robert Zummallen, Director of Buildings and Grounds; Micheline Piekarski, Food Service Director; Tom Kirchner, Jack Lanenga, Director of Data Services; Jason Dennis, OPRFHS Dean; Gavin Morgan and David Boulanger of the Oak Park Township Youth Services; John Ochoa, Ron Richardson, Jim Woods, Kevin Sullivan, and Carol Abrams of FGM; and Patrick Brosnan, Rob Wroble, Jeff Sandberg, and Mark Siwik, Ron Richardson of Legat & Associates.

**Approval of November 11, 2010 Finance Committee Minutes**

It was the consensus of the Committee members to accept November 11, 2010 Finance Committee minutes, as amended.

**Youth Interventionist**

Mr. Morgan and Mr. Boulanger reviewed the background and the services that were performed by the Youth Interventionist Program staff that has advanced degrees and specialized training in education, criminal justice, law enforcement, intelligence gathering, substance abuse, violent youth/adults, therapy/counseling, PTSD, instructional design, crisis intervention and de-escalation. The funding formula was questioned this year and no written rationale was found as to why the funding is as it is. The concept was that the community would come together as one. The Village of Oak Park's usage is probably 80 to 85 percent with 80 percent being high school aged children. While the high school has a responsibility, the problem of drugs, gangs and violence occurs in all parts of the community and, as such, all have a stake in preserving community peace.

Mr. Boulanger reviewed the scope of services provided to each taxing body. The high school and elementary schools are responsible for all education of youth in the communities and the Township has the broad responsibility for all youth outside of the schools. The third entity, the Village, has 24-hour responsibilities as it includes health and police services. He referred to page 4 of the handout which stated the above and his rationale for the future.

The River Forest Park District questioned both the mission and whether all entities should fund this or just the Townships: it decided, at this time, not to participate this year. However, that decision may be reconsidered within the next couple of months. The \$3800 that had been allotted to the River Forest Park District will be absorbed either by 1) the Township, or 2) distributed among the participating units under a cooperative arrangement. The guiding principle is that all units should have “financial skin in the game,” that their staffs are extensions to the Township staff, and that the interventionists become their consultants and trusted staff members. The time spent with the River Forest Park District is part of what it gained by being a participant in this organization.

Dr. Lee noted that there is no way to assess how much each body should be obligated to pay. He felt the questions to be answered were: 1) is the problem sufficiently important to take seriously? 2) Is each body able to contribute financially and otherwise? 3) Is there a proposal of a viable political agreement? He felt that the Township had answered these questions and he supported it wholeheartedly.

Reflecting on the bigger picture, Ms. Patchak-Layman noted that the interventionist model was designed for the safety and support of the youth in the community, allowing the interventionists to intervene before the police. The percentages showed that the Village of Oak Park carried a bigger share in an effort to keep students out of the criminal justice system. That has changed. The safety portion has changed from being 28% to being shared equally with the Township and not more proportionately than the other agencies' involvement. How did the change from being a main actor to a shared actor occur? Mr. Boulanger responded that one incident prompted this involvement. At that time enforcement was huge. Over the years, many other aspects have been involved, particularly that of working with families with troubled situations. Ms. Patchak-Layman stated that many police departments have an interventionist program attached to them to do this work. Drugs and violence were the two things most caseworkers have to deal with and, thus, safety is paramount. While she wanted the interventionist program to continue, she was concerned about the safety part of it not being reflected in the percentages. She did not know why Village's portion had been reduced when it has a major stake in what happens in the Village. Mr. Boulanger said that no data existed for those factors when the interventionist program was originated. His only response was the model suggested and it is the Township's desire to promote and continue this activity, and has increased its own percentage in this area. If there were a desire to increase the services of the program, he would bring the issue to the Councils of Government of both Villages. The Police Departments would make reports and then the agreement would be renegotiated.

Mr. Allen stated that The Township should notify this Board of Education if the River Forest Park District did not want to participate, as this Board would pick up its share. Mr. Boulanger appreciated that offer and added that the Park District of Oak Park made the same offer.

Mr. Finnegan thanked Mr. Boulanger for developing this model and he agreed with the percentages.

Included in this report were the Client Demographics reports from January 1 through August 30, 2010 and September 1-30 which depicted current active caseloads of 53 and 49 respectively. The total cases year to date were 858. In addition a Team Report for September was provided, including the background information about the intervention team members and the Review of the Youth Interventionist Program Origins, Rationale and Cost Sharing prepared by Mr. Boulanger dated November 1, 2010. This report included information about the Youth Interventionist Program origins, why public safety remains a key issue, research supports a collaborative approach, the Oak Park Township's primary role, the necessary commitment by all units to address community needs, and why cost sharing is the most efficient use of funds. The proposed cost sharing for 2012 is set at 69% Oak Park, 14% OPRFHS, and 17% River Forest. This would mean \$35,538 for the high school, an increase of \$5,204.

Mr. Morgan had also included the Oak Park Youth Interventionist Program Description which included budget, billing, structure, services, and the IGA.

The Finance Committee members recommended that the Board of Education approve the Interventionist Proposal at its regular December Board of Education meeting under the Consent Agenda.

#### **RFQ for Architect**

Ms. Witham reported OPRFHS published a Request for Qualifications for Architectural Services. Eleven firms attended the on-site pre-proposal conference. The District received and reviewed thirteen RFQ packets. Based on the scoring of the selection criteria, four firms were clustered together with the highest scores. The four highest scoring firms were invited to an interview with the committee that then asked a list of predetermined questions of all four firms. The four firms were ranked according to the selection criteria. Two firms emerged as leaders and FGM Architects and Legat Architects were invited to make presentations at this meeting. Both firms reviewed the information they provided in the packets with the Committee members.

Both had experience with the Project Lead the Way program. FGM had worked with Crystal Lake and Warren Township on their programs. Legat had worked with Nile Township on this project and noted that STEM was a very exciting program, a think tank.

When asked how the firms addressed state rules and regulations, zoning, and follow through as well as their internal checks and balances, FGM responded that it is familiar with the service region's rules and regulations. It is also familiar with Oak Park zoning as it has worked with Fenwick High School. Legat responded that it looks for guidance from both the Regional Office of Education and other agencies, i.e., fire departments, ISBE, IDPH, etc. It also asks its other project managers in other offices to look at projects.

When asked about the firms' diversity, FGM responded that it adheres to all equal opportunity rules and regulations; it has a diverse staff and a commitment to the firms to which it partners. It works in the City of Chicago, which has very stringent requirements, and it exceeds those requirements. Legat responded that it has an open hiring program and diverse staff. People are hired based on their talent and what they bring to the table. It has

six different ethnicities in the firm. It has informed us and created a better architectural firm.

Legal is also involved with the American School House Council, an organization that views different ideas throughout the country, such as STEM, and other organizations throughout the world in an effort to identify the creative jobs that students will need to be involved in the future, the curriculum to support them, and the dollars needed.

Both firms were thanked for their presentations.

Ms. Witham reported that Wight had been involved in both the design and the build out. The District has now decided to hire an architect for designs, drawings, and bid specifications, and use a separate construction management professional as a new model. Mr. Finnegan was appreciative of the level of the presentations and looked forward to the administration's recommendation to the Board of Education as to which firm to hire.

Ms. Patchak-Layman stated that firms do interact with boards of education in terms of their conversation about facilities development, the mission/vision of the school, and how that is matched with the educational plans. Those conversations involve the architectural firms being able to interact with boards and the boards should know that the firm will be able to take their suggestions and put them into a facilities plan. The Board could take what it felt was positive or a highlight relative to the two firms that presented and discuss their qualifications. The *School Code of Illinois* states that most schools have architect of record policies. Often more than one firm is approved by the Board of Education. Depending on the scope of the project, one may be contracted to provide the services for one project and another firm for another project. She asked Ms. Witham if the Board of Education was looking to define what these two firms were able to offer or was it looking to find the one firm with which it will always work. Ms. Witham responded that the District looked for a firm with a "deep bench" and that both these firms have that qualification. In addition, both these firms have track records in working with boards of education and in programming areas, e.g., in design of spaces, working with staff, and long-range planning, etc.

It was the consensus of the majority of the Finance Committee members to approve the administration's recommendation for the architectural firm at its regular December Board of Education meeting under the Finance portion of the agenda.

### **Construction Update**

#### **EnerNoc DemandSMART Program**

OPRFHS received \$3,206.94 for participating in this program last summer as a result of the District's participation in the voluntary energy brown outs.

#### **Pools**

Leakage was found after the pools were filled. Wight & Company was notified that they are responsible because they had to remove the sump pits in both pools and replace the concrete around the pumps. A new design and direction was given to the contractors to complete this work. After the pools were refilled, they began leaking. Wight has contacted a diver to

explore the leakage and is being asked for direction. The water leaking is going into the drain system and storm drain.

#### **Winter Break**

Wight & Company will be placing the Fritz tile in Science rooms 126, 127, 172, and 173. Some of the casework will also be moved in 173 to comply with the original design. This work was not completed during the summer due to the strike.

#### **Advisory Leadership Team Composition**

At the November Finance Committee, the composition of the ALT was discussed. The Board of Education decided to review the recommendation after a conversation with the FAC. The FAC met and discussed the ALT on November 22, 2010. As a result of that discussion, the ALT now includes several additional members, i.e., the Director of Human Resources, an additional Faculty member and SEIU members, and an additional community member. It was the consensus of the Finance Committee members to table the discussion of the composition of the ALT until the January meeting.

#### **2010 Levy**

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the 2010 Levy at its December 16 Board of Education meeting, as presented. A Truth-in-Taxation Hearing will be held at that meeting as well.

The Property Tax Extension Limitation Law (PTELL or “tax cap”) limits the growth in property taxes to the lesser of 5% or the previous year’s Consumer Price Index (CPI) plus new property. The total tax received will not exceed the “tax cap” limitation. The value of new property is unknown to the District at this time.

The December 31, 2009 CPI used was 2.7 and this is the CPI increase that is used for the 2010 Levy.

#### **Financial Reports**

It was the consensus of the committee to recommend to the Board of Education that it approve the November 2010 monthly financial reports at the regular December Board of Education meeting.

#### **Treasurer’s Reports**

It was the consensus of the Committee to recommend to the Board of Education that it approve the Treasurer’s Report for November 2010 at the regular December Board of Education meeting.

#### **Adjournment**

The Finance Committee adjourned at 9:28 a.m.

***Oak Park and River Forest High School  
District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education

FROM: Cheryl L. Witham

DATE: January 18, 2011

RE: Legat Contract

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**BACKGROUND**

Ken Florey, the district's attorney is still negotiating the contract. Ken Florey will update the Board of Education on the negotiations with the contract at the Finance meeting.

**SUMMARY OF FINDINGS**

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

Information

***Oak Park and River Forest High School  
District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education

FROM: Robert Zummallen

DATE: January 18, 2011

RE: Construction update

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**BACKGROUND**

**Summer 2010 construction:**

The construction projects for 2010 are mostly completed except for a few punch list items.

We have prepared an RFP for construction management.

**SUMMARY OF FINDINGS**

On Wednesday, January 5, 2011, we received the compliance permit from IDPH inspectors from West Chicago. We are now swimming in the pools.

The new hot water boilers that were put in the field house area are paying dividends in efficiency and energy. The showers are reported to be instantly hot and pool temperatures are easier to control.

Robert Wroble and Jeff Sandburg from Legat Architects attended the Facility Committee meeting to discuss summer 2011 projects and look at future projects.

**RECOMMENDATIONS**

**No recommendations needed**



***Oak Park and River Forest High School  
District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education

FROM: Cheryl L. Witham

DATE: January 18, 2011

RE: PMA Investment Update and CDARS Deposit Placement Agreement

**BACKGROUND**

Laura Pauli from PMA will be coming to the Finance meeting to talk about the Oak Park & River Forest High School investments, Series Pools and the CDARS Deposit Placement Agreement.

**SUMMARY OF FINDINGS**

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

The CDARS Deposit Placement Agreement will be presented to the Board of Education for approval at the January 27<sup>th</sup> Board meeting.



Integrity. Commitment. Performance.™



## Oak Park River Forest HSD #200

January 18, 2011

Laura Pauli, Senior Relationship  
Manager, PMA Financial Network, Inc.

## Investment Objectives

- Safety of Principal ~ *PMA Credit Process*
- Liquidity ~ *PMA Cash Flow Program*
- Return on Investments ~ *PMA Bid Management process*
- Maintaining the Public's Trust

## Investment Options

- Additional product options
  - Term Series Pools
  - CDARS
- Allowable under State Statute
- Allowable per the District's Investment Policy

## Required Disclaimer

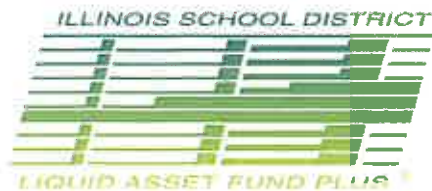
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# TERM SERIES POOLS

## Product Information

### KEY FEATURES OF TERM SERIES

- Comprised of statute allowable investments
- A fixed rate of return
- A fixed maturity date

### DISCOVER THE POWER OF THE PLUS

Since 1984, ISDLAF+ has earned a well-deserved reputation among Illinois school districts and community colleges. The Fund is known for its excellent performance built around the safety, liquidity and yield that school officials want.

As an ISDLAF+ Participant, you can benefit from a full range of cash management and investment services designed specifically for school districts. These include:



BANKING AND  
CASH MANAGEMENT



FINANCIAL PLANNING (PMA FPP™)



CASH FLOW MANAGEMENT



BOND PROCEEDS MANAGEMENT



MONEY MARKET & LIQUID  
INVESTMENT OPTIONS



FIXED INCOME TRADING



CREDIT RISK ANALYSIS

### ABOUT THE TERM SERIES PRODUCT

The Board of Trustees of ISDLAF+ has authorized the creation of an unlimited number of investment pools called Term Series. Each Term Series will be comprised of statute allowable investments and will have a designated maturity between 30 and 365 days.

Key features of an investment in a Term Series are a fixed rate of return and a fixed maturity date. These characteristics make Term Series investments different from the Multi-Class Series of ISDLAF which has a fluctuating rate and no fixed maturity date. Participants may want to consider Term Series investments to meet a specific cash flow or investment need in their portfolio.

### PORTFOLIO COMPOSITION OF A TERM SERIES POOL

Investment shares in a Term Series represent a beneficial interest in the underlying instruments in the pool. The eligible investments in each pool may include bank deposit products, government securities, and municipal securities. With respect to bank deposits that may be included in a Term Series pool, the deposit amounts will be collateralized or insured. Each Term Series is unique and independent of all other Term Series, thus Participants should make sure that the specific Term Series they are considering meets their individual investment criteria and objectives.

### MAKING INVESTMENTS IN TERM SERIES POOLS

Participants can contact PMA to obtain additional information about the availability of Term Series pools. It is anticipated that new pools will be created on a regular basis with varying maturity dates. Participants may purchase Term Series pool shares by redeeming shares in their Liquid or Max accounts.

Prudent Man Advisors, Inc. serves as Investment Advisor to the Term Series.

Please see "Excerpt From Information Statement" on reverse side for additional information.

PLEASE CONTACT YOUR REPRESENTATIVE AT PMA FOR ADDITIONAL INFORMATION.  
800.783.4273 | WWW.PMANETWORK.COM



## EXCERPT FROM THE ISDLAF+ INFORMATION STATEMENT DATED OCTOBER 7, 2010

Each Term Series is a separate series of shares of beneficial interest in a fixed term investment with a maturity of no less than 30 days and no more than one year. A Term Series' portfolio may consist of CDs, obligations of the U.S. government or its agencies and instrumentalities, municipal obligations and other investments described under "HOW THE FUND INVESTS—Investment Objective and Policies." Participants who have invested in the Multi-Class Series and who wish to invest in a Term Series may do so by transferring funds from their Multi-Class Series account to the Term Series of their choice. When that particular Term Series matures, the Participant's funds in that Series will then be transferred back to the Participant's Multi-Class Series account.

Term Series are designed for each investment to be held for the full term of that Series. If an investment made in a Term Series is withdrawn prior to the maturity date of that Series, seven days' notice of redemption is required and a penalty will likely be assessed. The penalty, which may be substantial, could include the amount necessary to recoup for the Series any penalty charges, losses and other costs attributable to the early redemption. Each Term Series may have a weighted average maturity equal to the term of that Series. Normally, the Term Series will have a higher yield than the Multi-Class Series' Liquid Class and MAX Class. However, there can be no assurance that this result will occur. Term Series are expected to have fewer holdings than the Multi-Class Series, and will therefore be less diversified.

Each Term Series is independent from all other Term Series. This means that if one Term Series loses money, no other Term Series will suffer that loss.

The CDs held by any Term Series will either be insured by the FDIC up to the maximum amount of such insurance or fully

collateralized by pledged securities or letters of credit provided by Federal Home Loan Banks for amounts in excess of FDIC insurance. The U.S. government obligations held by a Term Series will be backed by the full faith and credit of the U.S. government or by the agency or instrumentality issuing or guaranteeing the obligation. The municipal obligations held by a Term Series may be backed only by the taxing power of the issuer of such securities or may be secured by specific revenues received by the issuer. Information regarding a Term Series' portfolio will be provided to the Participants in that Series by the Administrator/Distributor.

Generally, securities purchased by a Term Series will be held to maturity. However, the Investment Advisor maintains discretion to dispose of, or substitute, a security held by a Term Series if doing so is in the best interests of the Participants. A disposition or substitution of portfolio securities may affect a Term Series' net rate of return.

In connection with investments in a Term Series, Participants pay to the Investment Advisor an annualized advisory and management fee of up to 0.25%. An additional fee, not to exceed 0.10% on an annualized basis, is charged for assets that require management and administration of collateral, letters of credit or other third-party guarantees.

Dividends from net investment income are declared daily and paid at maturity.

Participants who wish to invest in a Term Series may do so by transferring funds from their Multi-Class Series account to the Term Series of their choice. To invest in a Term Series, contact the Administrator/Distributor at (866) 747-4477.

800.783.4273 | [www.pmanetwork.com](http://www.pmanetwork.com)



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# CDARS® Deposit Placement Agreement

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To: Network Member

From: Promontory Interfinancial Network, LLC

Attached are the CDARS® Deposit Placement Agreement and a form of custodial agreement.

The CDARS Deposit Placement Agreement does not purport to address any third-party arrangements you may have established in connection with the CDARS service. If you are engaged in other arrangements regarding referral fees or other matters, the CDARS Deposit Placement Agreement would not disclose those arrangements. You should review with counsel any such third-party arrangement, including whether to provide any disclosures to depositors related to the arrangement.

Promontory is providing the attached form of custodial agreement for your convenience. Before using the form of custodial agreement, you should ensure that it complies with the laws of your state. Alternatively, you may wish to use your own form of custodial agreement. Please also note the following regarding the custodial agreement:

- In accordance with Section 8 of the CDARS Deposit Placement Agreement, you may wish to include in your custodial agreement your standard dispute resolution, arbitration, choice of law, venue, waiver of jury trial, and costs related to dispute provisions.
- The attached form of custodial agreement is not designed for use with Individual Retirement Accounts ("IRAs").

**Please Note: A form of Custodial Agreement must accompany the Deposit Placement Agreement in order for funds to be placed through the CDARS service.**



# CDARS® Deposit Placement Agreement

You, the undersigned, and

Cheryl Witham

OAK PARK RIVER FOREST HSD 200

(referred to in this agreement as "we" and "us") are entering into this agreement to set forth the terms and conditions under which we will assist you from time to time in placing your funds in time deposits with depository institutions (each an "Insured Institution") whose accounts are insured by the Federal Deposit Insurance Corporation ("FDIC"). Through an arrangement with Promontory Interfinancial Network, LLC ("Promontory"), we will endeavor to place your funds in time deposits ("CDs") issued by Insured Institutions through Promontory's Certificate of Deposit Account Registry Service®, or CDARS®, in principal amounts that, when aggregated with interest to accrue over the term of the CD, will not exceed the Standard Maximum Deposit Insurance Amount ("SMDIA") for deposits of one depositor at one Insured Institution (currently \$100,000). Although certain "self-directed" retirement accounts, such as IRAs, may be eligible for coverage under a higher FDIC insurance limit (currently \$250,000) for deposits of one depositor at one Insured Institution, CDs for these retirement accounts will be placed using CDARS in amounts that will not exceed the SMDIA. We will also act as your custodian with respect to your CDs pursuant to the custodial agreement that we have separately entered into with you ("Custodial Agreement"). The terms of our custodial relationship with you are set forth in the Custodial Agreement. Funds held in an account with us pending placement through CDARS or resulting from payments on CDs are subject to the SMDIA applicable to your deposits with us and therefore may not be fully insured by the FDIC.

CDARS is a proprietary process owned by Promontory that allocates orders submitted by participating financial institutions on behalf of their depositors on dates ("Order Dates") specified by Promontory. On each Order Date participating institutions submit orders requesting that Promontory allocate funds for their depositors to Insured Institutions that are willing to accept deposits through CDARS. On the "Order Allocation Date" Promontory allocates orders submitted on the Order Date.

CDARS offers different types of transactions through which we may place your funds with Insured Institutions. In a "CDARS Reciprocal<sup>SM</sup> Transaction," we receive funds for deposit in an amount equal to the amount of your funds that we have placed using CDARS with respect to the Order Date for which your Order was submitted to Promontory, but we do not receive a fee. In a "CDARS One-Way<sup>SM</sup> Transaction," we do not receive funds for deposit, but we receive a fee from one or more Insured Institutions that received deposits through CDARS with respect to the corresponding Order Date. Funds that we place for you through a CDARS transaction may be placed at an Insured Institution without regard to whether the Insured Institution is participating in CDARS on that Order Date through a CDARS Reciprocal Transaction or through a CDARS One-Way Transaction or otherwise. We will place your funds through a CDARS Reciprocal Transaction unless we notify you that we will place your funds through a CDARS One-Way Transaction and you consent to our doing so. If you wish to have us place your funds only through a CDARS Reciprocal Transaction, you may check a box provided for this purpose at the end of this Agreement. If you do not check this box we will not place your funds through a CDARS One-Way Transaction without your consent.

This agreement sets forth important information about the placement process. By signing this agreement you agree to be bound by its terms each time that you submit funds to us for placement. Please read it carefully. Some of the features of the CDs and the placement process are:

- When we place your funds, you will be issued CDs by Insured Institutions that have entered into agreements with Promontory.
- We will act as your custodian with respect to those CDs.
- The CDs issued to you by Insured Institutions will have the interest rates and annual percentage yields ("APY") you have agreed to with us.
- You will not be charged a fee in connection with CD placements.
- You may select the maturities and payment terms of your CDs from those that are available through CDARS at the time that you submit your funds for placement.
- You may designate any Insured Institution as ineligible to receive your funds.
- Early withdrawal of any CD you purchase may be available, but may be subject to substantial penalties.
- No secondary market for the CDs currently exists, but early withdrawal of any CD you purchase is available, subject to applicable penalties.

## Section 1. Your Relationship With Us

### (a) Agency and Custodial Relationship

We have entered into a contract with Promontory pursuant to which we will use CDARS to assist us in endeavoring to place your funds at other Insured Institutions that have also entered into contracts with Promontory. Pursuant to our contract with Promontory, we will adhere to Promontory's policies and procedures in placing your funds.

We will act as your agent in connection with the placement of your funds in CDs. As set forth above, we will place your funds through a CDARS Reciprocal Transaction unless you agree to having your funds placed through a CDARS One-Way Transaction. Although we will act as your agent in connection with the placement of your funds, we are not acting as your investment adviser and have no obligation to advise you of alternative investments available through CDARS or otherwise. Further, we make no representations with respect to the interest rates on deposits available on an Order Date through us or through CDARS, and we may receive greater benefits when we place your funds through one type of CDARS transaction than when we do so through another type of CDARS transaction or than we would if you instructed us to make a deposit other than through a CDARS transaction.

We will act as your custodian with respect to your CDs acquired through CDARS. We have entered into an agreement with The Bank of New York to act as our sub-custodian with respect to the CDs for which we are acting as your custodian. No physical certificates evidencing the CDs will be issued. Each CD for which we act as your custodian will be recorded on the records of the Insured Institution that issues the CD in the name of our sub-custodian, will be recorded on the records of the sub-custodian in our name, and will be recorded on our records in your name, all in a manner that will permit your CD to be FDIC insured to the same extent as if you held it directly with the Insured Institution. You will receive from us a written confirmation of the issuance of your CDs and periodic account statements that will reflect your ownership of your CDs. The confirmation of CD issuance and the account statement(s) will be the only evidence that you will receive of your ownership of the CDs. You should retain the confirmation and the account statement(s) for your records.

While we are acting as your custodian, (i) all payments with respect to the CDs by the Insured Institutions that issue the CDs will be made to us, and we will credit the funds to an account or accounts you maintain with us or disburse the funds pursuant to your instructions, and (ii) you can enforce your rights in the CDs through us. You may not transfer the CDs directly to another custodian. At your election, you may dismiss us as custodian, and your ownership of a CD may be recorded in your name on the books of the Insured Institution that issued the CD. If you choose to have the CD maintained in your name on the books of the Insured Institution that issued the CD, you will be able to enforce your rights in the CD directly against that Insured Institution.

### (b) Fees

You will not pay a fee in connection with your placement of funds. If we place your funds through a CDARS Reciprocal Transaction, we will pay a fee to Promontory for using the CDARS order allocation services and certain other services. If we place your funds through a CDARS One-Way Transaction, we and Promontory will receive fees from one or more Insured Institutions receiving deposits through CDARS in respect of that Order Date. We may, in our discretion, waive some or all of our fee, and Promontory may, in its discretion, waive some or all of its fee. We and Promontory may receive different fees from different Insured Institutions in connection with the same transaction. Promontory may offer us and our employees non-cash incentives in connection with our placement of funds through CDARS.

### (c) Limits on Placements

Although we, through our arrangement with Promontory, will endeavor to place your funds, on a particular Order Allocation Date Promontory may not be able to allocate orders in a way that results in the placement of some or any of your funds. The allocation process utilized by Promontory may reflect considerations of federal and state law, funding needs of Insured Institutions, economic conditions, Promontory's objectives or other factors determined by Promontory in its sole discretion.

If any of your funds cannot be placed, the unplaced funds will be returned to you. You may ask us to resubmit unplaced funds for placement through CDARS on another day on which Promontory performs its allocation service.

### (d) Each CD Will Be an Obligation of the Issuer

Each CD will be a deposit obligation of the Insured Institution that issued the CD and will not be, either directly or indirectly, our obligation or an obligation of Promontory.

Your CD will not be issued until the issuing Insured Institution receives and accepts your funds

**(e) APY**

If you are not a "consumer" for purposes of the Truth-in-Savings Act ("TSA"), or if our communication with you in connection with your placement of funds through CDARS is not an "advertisement" for purposes of TSA, we are not obligated to provide you with an APY on your CDs

**(f) Mutual Institution Voting and Subscription Rights**

If a CD is issued to you by an Insured Institution in the mutual form of organization ("mutual institution") for funds placed for you through CDARS, you may receive through us a notice of a meeting of the depositor members of that mutual institution. Because your CD is identified on the books of the mutual institution in the name of the sub-custodian and not in your name, you will not be entitled to attend the meeting or vote by proxy. Under agreements that we have entered into with the sub-custodian that holds your CDs in its name on your behalf, the sub-custodian will forward meeting notices to us (for delivery to you) but it will not attend the meeting or vote by proxy.

It is possible that the mutual institution also may send notice of its intention to convert to a stock institution, and provide for priority, non-transferable subscription rights for depositor members of the mutual institution to purchase stock in the conversion. Because of the nature of our agreement with the sub-custodian, your CD will be identified on the books of the mutual institution in the name of the sub-custodian, and not in your name, and thus, you will not be entitled to exercise any subscription right to purchase the stock, or to vote on the conversion. The sub-custodian, which will own the subscription right, also will not purchase any stock in the conversion.

Accordingly, if you wish to receive meeting notices directly, attend meetings and vote (to convert from the mutual to stock form of ownership, form a mutual holding company or otherwise) with respect to a CD you have acquired from a mutual institution through CDARS, or wish to receive subscription rights in the event the mutual institution converts from mutual to stock form, you will have to dismiss us as custodian prior to the applicable record date (a date usually at least a year in advance from the date the mutual institution's board of directors adopts a plan of conversion) and have your ownership of the CD recorded in your name directly on the books of the mutual institution that issued the CD.

**Section 2. Promontory**

**(a) General**

Promontory is not your agent and is responsible solely to us for performing the services for which we have retained it. Promontory uses the proprietary process included in CDARS to allocate orders submitted on a specified Order Date by Insured Institutions to other Insured Institutions that are willing to accept deposits through CDARS

On an Order Allocation Date, Promontory uses the CDARS allocation process to propose placements of funds with Insured Institutions wishing to receive funds, subject to your approval as set forth in the procedures set forth in Section 3 of this agreement ("Placement Procedures"). CDs for funds placed through CDARS will be issued to you on the business day immediately following the Order Allocation Date (the "Settlement Date"). A "business day" means any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or required by law or regulation to close

In addition to the fees payable to it in connection with CDARS Reciprocal Transactions and CDARS One-Way Transactions, Promontory may realize profits or incur losses in connections with the placement of your funds at one or more Insured Institutions on the terms you have selected.

**(b) CDARS Reciprocal Transaction**

When we notify Promontory that we wish to submit your funds for placement through a CDARS Reciprocal Transaction on an Order Date, we will agree to accept for deposit an equal or greater amount of deposits through CDARS. On the Settlement Date, CDs will be issued to you and we will accept deposits placed by other participating institutions.

Your funds may be placed at Insured Institutions that are submitting funds for placement through a CDARS Reciprocal Transaction or at Insured Institutions that have requested deposits through CDARS with respect to the same Order Date. When your funds are placed through a CDARS Reciprocal Transaction, we may make or receive payments based upon the difference between the interest rate we have agreed upon with you for your CDs and the interest rate we pay on CDs that we issue to customers of other Insured Institutions. These payments will be calculated pursuant to a formula that uses the projected volume-weighted average interest rate for deposits placed through CDARS Reciprocal Transactions on the same day your funds are placed. These payments are intended to provide us with the same interest cost on the CDs we issue to depositors of other Insured Institutions through

a CDARS Reciprocal Transaction as we would have incurred had we issued the CDs directly to you.

Any payments made or received by us, or fees received by Promontory, will not change the terms we have agreed with you for your CDs.

**(c) CDARS One-Way Transaction**

On any Order Date, Promontory may receive commitments from Insured Institutions wishing to receive funds through a CDARS One-Way Transaction. Based on these commitments, Promontory communicates to us the maximum amount of funds that can be submitted for placement through CDARS One-Way Transactions in each CD maturity on that Order Date.

If we place your funds through a CDARS One-Way Transaction, we will not receive deposits on the Settlement Date, and we will not make or receive payments as described under "CDARS Reciprocal Transactions" above. Your funds may be placed at Insured Institutions that are submitting funds for placement through CDARS Reciprocal Transactions or that have requested funds for deposit on that Order Date.

As set forth above, we and Promontory each will receive a fee when we place your funds through a CDARS One-Way Transaction, and we or Promontory may waive all or part of this fee. Any fees received by us or Promontory will not change the terms we have agreed to with you for your CDs.

**Section 3. Placement Procedures**

**(a) Order Dates and Terms of CDs**

Each time you notify us that you wish to place funds through CDARS, we will inform you of (i) the available Order Dates, (ii) the CD maturities and payment terms available on each Order Date, (iii) whether early withdrawal of the CDs is available and whether any penalties (and processing fees, if applicable) will be imposed on you for early withdrawal, (iv) any limits with respect to placing funds and (v) whether we intend to submit the funds for placement through a CDARS One-Way Transaction.

The terms and conditions available for CDs may change from time to time. Each CD issued by an Insured Institution will have a principal amount that, when aggregated with interest to accrue during the term of the CD, will not exceed the basic FDIC insurance limit. You may obtain information about the terms of the CDs made available through CDARS on an Order Date at [www.CDARS.com/products](http://www.CDARS.com/products).

The interest rates and APYs for the CDs we offer to obtain for you through CDARS will be agreed upon by you and us. For placements through CDARS Reciprocal Transactions, the interest rate and APY we agree upon with you will reflect the interest rate and APY we are willing to pay, after paying a fee to Promontory. For placements through CDARS One-Way Transactions, the interest rate and APY we agree upon with you will reflect the interest rate and APY that Insured Institutions requesting funds through CDARS One-Way Transactions for that Order Date are willing to pay after paying fees to Promontory and us.

Interest on your CDs will compound daily. Payment options may vary based on the maturity of the CD. You may have the option with some CDs to choose between monthly payments of interest and payment of interest at maturity or other available interest payment terms. In addition, depending on the terms and conditions of a particular CD, you may be able to change the payment terms of the CD during the term of the CD. If you choose to have interest paid to you during the term of the CD, you may not be able to re-invest the interest you are paid at an interest rate as favorable to you as the interest rate paid on the CD.

Each CD will earn interest from the day your funds are deposited at the Insured Institution that issues the CD up to, but not including, the day your CD matures. If the date on which a payment with respect to a CD is due is not a business day, that payment will be made on the next business day.

**(b) Presumption of CDARS Reciprocal Transaction**

We will submit your funds for placement through a CDARS Reciprocal Transaction unless we inform you that we will place your funds through a CDARS One-Way Transaction and you agree to our doing so. If we submit your funds for placement through a CDARS One-Way Transaction and Promontory is not able to allocate our order, we may resubmit an order for your funds on that Order Date through a CDARS Reciprocal Transaction, unless you instruct us not to do so at the time you request that we submit your funds. If we so resubmit your funds through a CDARS Reciprocal Transaction, the CDs issued to you will have the same terms as the CDs that would have been issued to you through the CDARS One-Way Transaction.

If you are a public funds depositor or a non-profit institution submitting funds for placement and wish your funds to be placed only through CDARS Reciprocal Transactions, please inform us by checking the box at the end of this agreement.

**(c) List of Insured Institutions**

Each time you notify us that you desire to place funds through CDARS, you may obtain from us a list of Insured Institutions at which your funds may be placed. Not all of these Insured Institutions may be available to issue CDs with respect to an Order Date, and, before the list is provided to you, we may have designated some Insured Institutions as ineligible to receive funds from our depositors. You should

review the list provided to you and inform us of the name(s) of any Insured Institution(s) at which you do not want to make a deposit, for any reason. At your option, you may also provide us with the names of Insured Institutions not then on the list at which you do not want to make a deposit. Once you have informed us of the name of an Insured Institution at which you do not want to make a deposit, your funds – whether submitted for placement through CDARS at the time you sign this agreement or in the future – will not be placed at that Insured Institution until you notify us in writing that funds may be placed in the Insured Institution. (For your convenience, at the time you sign this agreement you may indicate to us on Schedule 1 the names of Insured Institutions at which you do not want to make a deposit.) Upon your request, we will obtain from Promontory the list it maintains of Insured Institutions at which you do not wish to make a deposit. As set forth below, you are responsible for monitoring your deposits at each Insured Institution for purposes of FDIC insurance coverage.

**(d) Request for Placement of Funds**

When you request that we place your funds through CDARS, we will submit to Promontory a request for placement of your funds (an "Order"), including the type of CDARS transaction through which we are submitting the funds, the Order Date, the amount of funds to be placed and the terms (including interest rate and APY) of the CDs you are seeking. The Order will be in a form established by Promontory. In order for us to submit an Order, you must provide us with all information required by Promontory no later than the time specified in paragraph 1 of Schedule 2.

**(e) Approval of Proposed Placements**

We will not know the name(s) of Insured Institution(s) at which your funds will be placed at the time we submit an Order for your funds. On each Order Allocation Date for which we submitted an Order for your funds, we will make available to you a list of the names of Insured Institutions at which your funds are proposed to be placed, the proposed deposit amount at each Insured Institution and the names of proposed alternate Insured Institutions at which your funds may be placed. You may obtain that list from us on the Order Allocation Date at or after the time specified in paragraph 3 of Schedule 2, and, at any time prior to the time specified in paragraph 4 of Schedule 2, you may notify us of the name or names of any of the proposed or proposed alternate Insured Institutions at which you do not want to make a deposit. Although you may direct us not to place funds at a proposed or alternate proposed Insured Institution, you cannot direct us to place funds at a specific Insured Institution or specify the amount to be placed at any Insured Institution.

If you eliminate one or more of the proposed or proposed alternate Insured Institutions from the list, or if one or more of them becomes unavailable for placement for any reason, your funds will be placed at the Insured Institutions that were not eliminated. If a sufficient number of proposed and proposed alternate Insured Institutions are eliminated or become unavailable so that not all of your funds can be placed, only as much of your funds will be placed as can be deposited at the remaining Insured Institutions in CDs with principal amounts that, when aggregated with interest to accrue during the term of the CDs, will not exceed the SMDIA. Your remaining funds will not be allocated on the Order Allocation Date. In such case, we will inform you of the amount of your funds that will not be placed and you may request that we resubmit an Order for your unplaced funds on another Order Date by repeating the procedure outlined above.

If in connection with any placement of your funds using CDARS, you eliminate a proposed or proposed alternate Insured Institution in accordance with the above procedures, funds that you subsequently submit for placement will not be placed in that Insured Institution until you notify us otherwise in writing.

**(f) Your Consent to Placement**

Your funds will not be placed unless you have consented to their placement. You will be deemed to have consented to the placement of your funds at the proposed or proposed alternate Insured Institutions as of the time specified in paragraph 4 of Schedule 2 if by that time you:

- (i) communicate your approval to us;
- (ii) do not request the list of proposed and proposed alternate Insured Institutions from us;
- (iii) request the list of proposed and proposed alternate Insured Institutions from us, but do not respond to the proposed list; or
- (iv) respond to the list of proposed and proposed alternate Insured Institutions by eliminating one or more of the Insured Institutions, in which case you will be deemed to have consented to the placement of your funds at those Insured Institutions that you have not eliminated.

**(g) Time by Which We Must Have Your Funds; Settlement of Transactions**

Unless we have made other arrangements, each time that you agree to a placement of funds under this agreement you also agree that, by the time specified in paragraph 5 of Schedule 2, you will have in an account with us immediately available funds, which under applicable law are irreversible and are not subject to any lien,

claim or encumbrance, equal to the amount of funds you have informed us that you are seeking to place. On the Settlement Date, your funds will be deposited at Insured Institutions, payments to be made in connection with the placement of CDs will be made, and the CDs will be issued.

**(h) Additions and Early Withdrawal**

No additions may be made to any CD. Insured Institutions impose a penalty on withdrawal of a CD prior to its maturity. However, no penalty will be charged for early withdrawal upon the death of an individual who is the sole account holder of the CD. This exception applies to an individual who is the named account holder as well as an individual who is the sole current mandatory or discretionary income beneficiary of a trust, including the sole current beneficiary of a unitrust or annuity trust. Written verification acceptable to the Insured Institution that issued the CD may be required in such an event. We will inform you of the early withdrawal penalty applicable to your CDs when you submit funds for placement. For a CD with a term of 4 or 13 weeks, the early withdrawal penalty is equal to 28 or 90 days, respectively, of simple interest calculated at the CD rate. The penalties for early withdrawal of 4 or 13 week CDs are equivalent to substantially all of the interest that would have been earned over the full term and will invade principal. For a CD with a term of 26 weeks or longer, the early withdrawal penalty is equal to simple interest calculated at the CD rate for approximately half the number of days in the full term. The penalties for early withdrawal of CDs with a term 26 weeks and longer are equivalent to half of the interest that would have been earned over the full term and may invade principal. The current schedule of products available and applicable early withdrawal penalties may be viewed at [www.CDARS.com/products](http://www.CDARS.com/products).

Pursuant to the Internal Revenue Code of 1986, as amended, the beneficiary of an Individual Retirement Account ("IRA") (but not a Roth IRA) may incur a penalty if the beneficiary does not begin making withdrawals from the IRA after age 70-1/2. A CD held in an IRA is not eligible for early withdrawal without penalty simply because the beneficiary must withdraw the CD to avoid a tax penalty.

Early withdrawal of a CD may be made only in whole, not in part. You may request early withdrawal by contacting us, at which time you may specify which of your CDs you would like us to withdraw. If you choose not to specify which of your CDs to withdraw, early withdrawals will be made using an automated process that generates random selections based on amount. In general, early withdrawal proceeds will be available to you two business days after we receive your early withdrawal request.

Neither we nor Promontory will advance funds in connection with early withdrawals, and early withdrawal proceeds will not be available to you until they are paid to us by the Insured Institution that issued the CD being withdrawn.

**(i) No Automatic Renewal or Rollover**

The CDs will mature on the date shown on the confirmation of CD issuance. Upon maturity, the principal amount of, and unpaid accrued interest on, the CD will be paid to you. The CDs will not be automatically renewed or rolled over, and interest on the CDs will not continue to accrue after the maturity date. If upon maturity you wish to re-deposit your funds in CDs through CDARS, you must instruct us to re-submit the funds as a new placement or you must take advantage of our preauthorized re-submission process.

**(j) Preauthorized Re-submission**

At the time you submit funds to us for placement through CDARS, you may request that we re-submit those funds for placement through CDARS upon the maturity of your CDs. Unless we have entered into a written re-submission arrangement with you, you must contact us before we re-submit your funds through CDARS to establish the new terms (including interest rate and APY) and the other specifics of your Order for your re-submitted funds.

**(k) No Physical Certificates**

As set forth in Section 1, no physical certificate evidencing a CD will be issued. You should not purchase a CD through CDARS if you need to take physical possession of a certificate.

**Section 4. Important Considerations**

**(a) Compare Features**

You should compare the rates of return and other features of a CD to other available deposit accounts before deciding to purchase CDs using the CDARS service. Although the CDs are issued by other Insured Institutions, the rates of interest paid on the CDs are determined by us based on (i) the interest rates and APYs we are willing to pay on deposits that we accept through CDARS on the Settlement Date (if your funds are placed by us through a CDARS Reciprocal Transaction) or (ii) the interest rate and APY that Insured Institutions that have requested funds through CDARS One-Way Transactions for that Settlement Date are willing to pay after paying fees to Promontory and us (if your funds are placed by us through a CDARS One-Way Transaction). These rates may be higher or lower than the rates on

CDs available through a CDARS One-Way Transaction (if we are placing your funds through a CDARS Reciprocal Transaction) or a CDARS Reciprocal Transaction (if we are placing your funds through a CDARS One-Way Transaction) or on comparable deposits available directly from us, from Insured Institutions that issue the CDs through CDARS, from other Insured Institutions, or from insured depository institutions not participating in CDARS.

**(b) Uninsured Deposits With Us**

Funds held in an account with us prior to placement using CDARS or prior to payment of CD interest and principal to us may not be covered by FDIC insurance if, when aggregated with other deposits you maintain with us in the same capacity, the total amount of your deposits in accounts with us exceeds the FDIC insurance limit applicable to your deposits with us. You should discuss with us the options for holding your funds prior to placement and for having the payments on the CDs deposited with us or elsewhere.

**(c) Insolvency of an Insured Institution**

In the event an Insured Institution approaches insolvency or becomes insolvent, the Insured Institution may be placed in a regulatory conservatorship or receivership in which the FDIC is typically appointed as conservator or receiver. The FDIC may thereafter pay off the CDs issued by that Insured Institution prior to maturity or transfer the CDs to another insured depository institution. If the CDs are transferred to another institution, you may be offered a choice of retaining the CDs at a lower interest rate or having the CDs paid off. See Section 5 below, "FDIC Insurance Information."

**(d) Reinvestment Risk**

If your CD is paid prior to maturity as a result of the issuing Insured Institution's insolvency or a voluntary early withdrawal (see Section 3(h) above, "Additions and Early Withdrawal"), you may not be able to reinvest your funds at the same interest rate that you received on the original CD. Neither we nor Promontory is responsible to you for any losses you may incur as a result of a lower interest rate on an investment replacing your CD.

**(e) Investment Restrictions**

If you are subject to restrictions with respect to the placement of funds in depository institutions, it is your responsibility to determine whether the placement of your funds by us using CDARS satisfies those restrictions. For example, when placing funds for deposit using CDARS, some governmental unit depositors may be required by law or policy to place funds only using a CDARS Reciprocal Transaction, in which the institution placing the funds for deposit using CDARS receives funds for deposit in an amount equal to the amount of funds that was placed by the depositor using CDARS with respect to the corresponding Order Date. When we place funds for deposit using a CDARS One-Way Transaction, we will not receive matching funds using CDARS.

**Section 5. FDIC Insurance Information**

**(a) Deposit Insurance Coverage**

In general, all accounts and deposits that you maintain with an Insured Institution in the same insurable capacity (whether you are acting directly or through an intermediary) would be aggregated for purposes of the applicable FDIC insurance limit. Insurable capacities include individual accounts, joint accounts and individual retirement accounts. A tax identification number is not evidence of, and does not establish, an insurable capacity that is separate from another tax identification number used by the same person or entity. Upon request, we will provide you with a copy of the FDIC brochure "Your Insured Deposits – FDIC's Guide to Deposit Insurance Coverage." You may also obtain information about deposit insurance coverage by contacting the FDIC, Office of Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20429), by telephone (877-275-3342, 800-925-4618 (TDD) or 202-942-3100), or by e-mail (dcainternet@fdic.gov), or by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov). You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one capacity.

FDIC deposit insurance coverage applies to the principal and accrued interest on all CDs and other deposit accounts maintained by you in the same insurable capacity at a single Insured Institution. The records maintained by the Insured Institution, us and our sub-custodian regarding ownership of CDs will be used to establish your eligibility for federal deposit insurance payments in respect of CDs issued through CDARS. In addition, you could be required to provide certain documentation to the FDIC before insurance payments would be released to you.

**(b) Government Unit Deposits**

The requirements for deposit insurance coverage of the deposits of the United States government, state, county and municipal governments and their political subdivisions, the District of Columbia and the Commonwealth of Puerto Rico are specifically set forth in regulations of the FDIC (12 C.F.R. 330.15). In general, such deposits will

be insured up to the SMDIA and individual departments and political subdivisions within a governmental unit may be eligible for separate insurance if certain requirements are met. The use of separate tax identification numbers by different departments or political subdivisions of the same governmental unit will not by itself cause the deposits of such departments or political subdivisions to be eligible for separate FDIC insurance.

It is the obligation of each governmental entity to determine whether the requirements for deposit insurance have been met. Neither we, Promontory, nor the insured Institution issuing CDs to you are responsible for uninsured losses resulting from placement of funds that are not eligible for deposit insurance.

**(c) Deposit Insurance Payments**

In the event that deposit insurance payments become necessary for your CDs, the FDIC is required to pay the original principal amount plus accrued interest to the date of the closing of the relevant Insured Institution, as prescribed by law, subject to the limits on FDIC deposit insurance coverage. No interest is earned on deposits from the time an Insured Institution is closed until insurance payments are received. We will notify you if we receive any payments from the FDIC with respect to your CDs.

As an alternative to a direct deposit insurance payment from the FDIC, the FDIC may transfer the insured deposits of an insolvent institution to a healthy institution. Subject to insurance verification requirements and the limits on FDIC deposit insurance coverage, the healthy institution may assume your CDs under their original terms or offer you a choice between either receiving payment of the CDs or maintaining the deposits at a different rate. We will advise you of your options in the event of a deposit transfer.

As with all federally insured deposits, if it becomes necessary for federal deposit insurance payments to be made on the CDs, there is no specific time period during which the FDIC must make the insurance payments available. Neither we nor Promontory will be obligated to make any payments to you in satisfaction of a loss you might incur as a result of (i) a delay in insurance payouts applicable to a CD, (ii) your receipt of a decreased interest rate on an investment replacing a CD that is repaid prior to its scheduled maturity, or (iii) payment in cash of the principal and accrued interest of a CD prior to maturity in connection with the liquidation of an Insured Institution or the assumption of all or a portion of its deposit liabilities. Also, neither we nor Promontory will be obligated to advance funds to you prior to payment from the FDIC.

**Section 6. Responsibility to Monitor Deposits at Insured Institutions; Publicly Available Information**

Funds we submit for placement on your behalf on any Settlement Date are placed in CDs at enough different Insured Institutions to prevent the principal amount and any interest to accrue over the term of each CD placed on that Settlement Date from exceeding the FDIC insurance limit. It is your responsibility, however, to monitor the total amount of deposits that you hold with each Insured Institution in order for you to determine the extent of FDIC deposit insurance coverage available to you on deposits at that Insured Institution, including the CDs issued through CDARS. See Section 5 above, "FDIC Insurance Information," for more information on FDIC insurance coverage. The Insured Institution at which a deposit is made is responsible for the full amount deposited with it, and neither we nor Promontory is responsible for any insured or uninsured portion of any CD or any other deposit.

Publicly available financial information concerning the proposed and proposed alternate Insured Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System maintained at [www.nic.fed.gov/nic/](http://www.nic.fed.gov/nic/). Neither we nor Promontory guarantees the financial condition of any Insured Institution or the accuracy of any publicly available financial information about the Insured Institution.

**Section 7. Confidentiality of Information**

We will provide your name, tax identification number and other pertinent identifying information to Promontory, our sub-custodian, and other parties providing services in connection with the placement of your funds and the issuance and holding of your CDs. We may also release such information to (i) an Insured Institution that has issued a CD to you, but only to the extent necessary to comply with any applicable law, rule or regulation or a judicial order, and (ii) the FDIC in connection with a claim for deposit insurance on your CD. You hereby consent to the release of that information to and its use by (a) Promontory, our sub-custodian, and other parties providing services in connection with the placement of your funds and the issuance and custody of your CDs, (b) Insured Institutions that have issued CDs to you to the extent necessary to comply with any applicable law, rule, regulation or judicial order, and (c) the FDIC in connection with a claim for deposit insurance on your CDs. The information will not be disclosed to other Insured Institutions except as set forth herein and will not be used by Promontory, our sub-custodian, or any other parties to

whom we release the information for any other purpose except as set forth herein or directed by you. Nothing in this section shall be deemed to prevent us from disclosing information to a third party if permitted or required by law.

#### Section 8. Disputes

Any disputes arising out of or in connection with this agreement will be governed by the dispute resolution, arbitration, choice of law, venue, waiver of jury trial, and costs related to dispute provisions, if any, contained in your Custodial Agreement with us under which we act as custodian for your CDs

#### Section 9. Miscellaneous

Any information we are required to deliver to you pursuant to this agreement may be given to you by mail, facsimile or other electronic transmission.

This agreement:

- constitutes the entire agreement between us relating to the placement of deposits through CDARS and the other matters contained herein,
- supersedes all prior contracts or agreements relating to the placement of funds through CDARS, whether oral or written, and
- may not be amended by any oral representation made or oral agreement reached after the execution of this agreement.

We may amend this agreement or any related document prospectively by modifying or rescinding any of its existing provisions or by adding any new provisions at any time by sending written notice of the amendment to you. We may provide written notice of an amendment to this agreement by means of a letter, an entry on your account statement or other means. Any amendment will be effective as of the date established by us in the written notice of the amendment, subject to applicable law, provided that any amendment may not become effective until ten days after the written notice has been sent by us.

This agreement is not assignable, in whole or in part, by either party except by operation of law or as required by law.

The headings in this agreement are inserted for convenience and identification only, and are not intended to describe, interpret, define or limit the scope or intent of this agreement or any clause hereof.

By signing below, you acknowledge that you have received this agreement, that you have read and understood this agreement and that you were given the opportunity to ask us any questions you may have had with respect to this agreement, the transactions contemplated by it, the CDs and FDIC insurance coverage of the CDs and deposits maintained with us.

- ☒ Check this box if you are a governmental unit or other depositor and wish your funds to be placed only through CDARS Reciprocal Transactions.

#### DEPOSITOR(S)

Name of Depositor: OAK PARK RIVER FOREST HSD 200

By: \_\_\_\_\_  
Name: CHERYL WITHAM  
Title: Chief Financial Officer

Depositor Tax ID or Other Depositor ID: 36-6004391

ID Type: \_\_\_\_\_

Name of Depositor: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Depositor Tax ID or Other Depositor ID: \_\_\_\_\_

ID Type: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

#### DEPOSITORY INSTITUTION

(Print Name of Institution)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

#### SCHEDULE 1

##### INITIAL LIST OF INSURED INSTITUTIONS AT WHICH YOU DO NOT WANT TO MAKE A DEPOSIT (ATTACH ADDITIONAL PAGES AS NECESSARY)

Please include the city and state of the institution's main office (rather than the city and state of a branch location). You may include the institution's routing number and/or FDIC certificate number, if you have this information.

Name of Institution	City and State	Routing or FDIC No.
---------------------	----------------	---------------------

Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
---------------------	----------------	---------------------

#### SCHEDULE 2

##### IMPORTANT TIMES AND DEADLINES IN CONNECTION WITH THE PLACEMENT OF YOUR FUNDS

This schedule contains important times and deadlines with respect to the placement of your funds. These times may change from time to time or on any particular Order Allocation Date (which are currently the same business day), and we may change in times, as applicable, before you submit your funds. You may also obtain information about any changes to times set forth in Schedule 2 below or about any scheduling change resulting in the Order Allocation Date taking place on the business day immediately following an Order Date at [www.CDARS.com/products](http://www.CDARS.com/products).

1. Time and day by which your request to have your funds placed must be submitted: \_\_\_\_\_ on \_\_\_\_\_
2. Time and day by which we must submit your Order to Promontory: 1:00 p.m. ET on the Order Date.

\_\_\_\_\_ which you may obtain the list of names of the Insured funds are proposed to be placed: 3:00 p.m. ET on the

4. Time and day by which you must inform us of the name or names of any proposed Insured Institution at which you do not want to make a deposit: 4:00 p.m. ET on the Order Allocation Date.

5. Time and day by which we must have your available funds on account: \_\_\_\_\_ on \_\_\_\_\_



# Custodial Agreement

## GENERAL AGREEMENT FOR CUSTODY OF CERTIFICATES OF DEPOSIT - FOR INDIVIDUAL(S), TRUSTS AND BUSINESS ENTITIES

To: [Depository Institution]

Please hold in safekeeping, and act as custodian with respect to, all time deposits including, but not limited to, certificates of deposit (all such time deposits will be referred to herein as "CDs") issued pursuant to the CDARS® Deposit Placement Agreement between you and the undersigned for funds of the undersigned placed through the Certificate of Deposit Account Registry Service®. It is agreed between us as follows

For purposes of Article 8 of the Uniform Commercial Code as adopted in \_\_\_\_\_, you will act as the undersigned's securities intermediary with respect to, and will treat as financial assets, any CDs you hold for the undersigned.

You are authorized to collect for account of the undersigned all interest and other payments of income or principal pertaining to the CDs unless they are payable directly to the undersigned; to surrender for payment maturing CDs and those called for redemption; to endorse on behalf of the undersigned for the above purposes all checks and other instruments requiring endorsement; to cause the CDs to be registered in your name or in the name of your nominee if you consider it desirable; to deliver or transfer the CDs to another account with you as the undersigned may from time to time instruct; to receive the CDs for account of the undersigned; to place orders for the purchase of the CDs, on the instructions of the undersigned and to pay for the same provided the undersigned has funds on deposit with you or arranges to make funds available in advance for such purpose; and to execute and deliver or file on behalf of the undersigned all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name the undersigned when required for the purpose of the instrument.

Instructions may be given orally or in writing. The following are authorized to give instructions on behalf of the undersigned (check all that apply):

☐ The undersigned (individual or partnership).

☐ Any of the following individuals (List names and legal capacities):

☒ Any 2 of the following officers and their respective successors in office. (List names and their titles.)

Michael English CEO of PMA Financial  
Elizabeth English SVP of PMA Financial

The undersigned, or the undersigned's account, is one of the following:

<input type="checkbox"/> Individual	<input type="checkbox"/> Custody (including guardian, agent, nominee or conservator)
<input type="checkbox"/> Joint _____	<input type="checkbox"/> Payable Upon Death Account
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Irrevocable Trust
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Other: <u>Public Entity</u>
<input type="checkbox"/> Corporation	

You may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process that you believe (correctly or otherwise) to be valid. You may notify the undersigned of such process by telephone, electronically or in writing. If you are not fully reimbursed for your record research, photocopying and handling costs by the party that served the process, you may charge such costs to the undersigned's account, in addition to any minimum fee you charge for complying with legal processes.

You may honor any legal process that is served personally, by mail, or by facsimile transmission at any of your offices or an office of your agent (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where the undersigned's account or records are maintained.

You shall have no liability to the undersigned for any action taken or omitted by you hereunder in good faith.

The undersigned agrees to indemnify you and your nominees against, and to hold you and them harmless from, all expenses (including counsel fees), liabilities and claims arising out of the holding, delivery or transfer of the CDs and compliance with any legal process that you believe (correctly or otherwise) to be valid. The undersigned agrees to pay any service charges imposed by you on this custodial account.

This agreement may be terminated at any time at the option of either party, provided, however, that any termination by you will not become effective until the end of the term of any CD in your safekeeping at the time you notify the undersigned of your intention to terminate this agreement.

### DEPOSITOR(S)

Name of Depositor: OAK PARK RIVER FOREST, INC.

By \_\_\_\_\_

Name: CHERYL WITHAM

Title: Chief Financial Officer

**SIGN  
HERE**

Name of Depositor: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_

### DEPOSITORY INSTITUTION

(Print name of institution)

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_

[NOTE: If the depositor is a corporation, the following certificate should be signed by an appropriate officer of the depositor other than one signing the form of custodial agreement.]

I, Cheryl Witham, [name], CFO, [title of office] of the above named corporation signing the foregoing custodial agreement, hereby certify that: I am personally familiar with all instruments and records relating to the organization and operation of the corporation and the meetings and proceedings of its stockholders and all boards and committees entrusted with authority in the management of its affairs; by corporate action taken in conformity with such instruments and records and appearing from said records to be still in force, the foregoing custodial agreement was authorized to be signed and delivered on behalf of said corporation; and each of the persons signing on behalf of said corporation is the qualified holder of the office given opposite his/her signature and was authorized to sign the said custodial agreement in that capacity.

Signature: \_\_\_\_\_

**SIGN  
HERE**

# CDARS

Certificate of Deposit Account Registry Service

## NEW ACCOUNT ORDER FORM <sup>1</sup>

DATE TO BE PLACED: December 23rd  
ACCOUNT CONTACT:

ACCOUNT OFFICER: Cheryl Witham  
COST CENTER:

### CLIENT INFORMATION

ACCOUNT TITLE	OAK PARK RIVER FOREST HSD 200				
CUSTOMER CLASS	Public Entity				
STREET ADDRESS	201 N. SCOVILLE AVE.				
CITY	OAK PARK	STATE	IL	ZIP	60302
TELEPHONE	630-657-6472				
TAX ID TYPE	TIN	TAX ID NUMBER			36-6004391
U.S. CITIZEN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If No, country of citizenship			

### ORDER INFORMATION

AMOUNT	\$0.00				
TERM <sup>2</sup>	52 Weeks	ANNUAL INTEREST RATE	0.00%		
INTEREST PAID AT	At Maturity <sup>3</sup>				
INTEREST PAID VIA	Credit to Principal	ACCOUNT #	(if applicable)		
RETIREMENT TYPE	N/A				
SOURCE OF FUNDS	Existing Client	ACCOUNT #	(if applicable)		
NOTES...					

### CUSTOMER EXCLUSIONS

BANK	ROUTING NUMBER	CITY, STATE

Client Signature

D

**SIGN  
HERE**

Manager

Officer #

Date here

Client Signature

Date

Additional Information

1. Funds may be submitted for placement only after entering into a Deposit Placement Agreement with the PrivateBank.
2. Early withdrawal penalties will be imposed by the institution that issued the CD and are as follows: 4 Weeks, 28 Days of simple interest; 13 Weeks, 90 Days of simple interest; 26 Weeks, 90 Days of simple interest; 52 Weeks, 180 Days of simple interest; 2 years, 360 days of simple interest; 3 years, 540 days of simple interest; 5 years, 900 days of simple interest. An early withdrawal penalty may invade principal. No penalty will be charged for early withdrawal of a CD upon the death of the sole owner.
3. At Maturity interest option is available only on CDs 52 Weeks and shorter.

CDs are issued and mature on Thursday's each week. If there is a holiday, activities move to Friday.



## THE PRIVATE BANK

### SUPPLEMENT TO THE CDARS DEPOSIT PLACEMENT AGREEMENT

The purpose of this agreement is to supplement the CDARS Deposit Placement Agreement entered into between you, the undersigned, and THE PRIVATEBANK ("us" or "we") on \_\_\_\_\_ (date on the "DPA"). Pursuant to section 3(g) of the DPA, each time you agree to placement of funds under the DPA you also agree that, by the time specified in paragraph 5 of Schedule 2 of the DPA, you will have in an account with us immediately available funds equal to the amount of funds you have informed us that you are seeking to place.

By your execution of this agreement, you further agree that in the event you fail to have such amount in an account with us at such time, you will be obligated to pay to us the amount of the early withdrawal penalties applicable to the CDs that would have been issued to you if your funds had been on account with us in accordance with the DPA. You authorize us to deduct the amount of these early withdrawal penalties from available funds on deposit with us, if any. If you do not have a sufficient amount of funds on deposit with us to pay the full amount of these penalties, you will be obligated to pay to us the remaining amount of such penalties for which you are obligated under this agreement within five (5) business days of the time specified in paragraph 5 of Schedule 2 of the DPA.

You further agree that this agreement is deemed to be an amendment to the DPA in accordance with section 9 of the DPA.

#### DEPOSITOR(S)

Name of Depositor: OAK PARK RIVER FOREST HSD 200

By: \_\_\_\_\_  
Name: Cheryl Witham  
Title: Chief Financial Officer

**SIGN  
HERE**

Name of Depositor: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010

*Date here*

#### DEPOSITORY INSTITUTION

The PRIVATEBANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_





**THE PRIVATEBANK**

## Important Information Regarding Certificate of Deposit Account Registry Service

Welcome to the Certificate of Deposit Account Registry Service (CDARS) provided by The PrivateBank. We have accepted your funds to be placed within the program as described in the CDARS Deposit Placement Agreement. The PrivateBank will act as custodian for these funds as detailed in our Custodial Agreement.

A new account confirmation letter will be mailed detailing the placement of your Certificate of Deposit(s) at other FDIC insured financial institutions. A monthly statement will be sent to you. Ten days before the maturity date you will receive a maturity notification letter. A 1099-INT tax notice will be issued after the end of the year summarizing your earned interest. Your Certificate of Deposit(s) will not automatically reinvest at maturity. There are no grace days.

Your Deposit Placement Agreement and Custodial Agreement provide important additional information regarding your CDARS Certificate of Deposit. Please let us know if you have any questions about the placement of your funds.

### EARLY WITHDRAWAL PENALTY

If you withdraw the principal before the maturity date, a penalty will be charged to your account for the days listed under "Early Withdrawal Penalty" at simple interest. Penalty is waived upon the death of a sole owner of the account. Early withdrawal of a Certificate of Deposit(s) may be made only in whole, not in part.

<u>CD Term</u>	<u>CD Term in Days</u>	<u>Early Withdrawal Penalty*</u>
4 Weeks	28 Days	28 Days Interest
13 Weeks	91 Days	90 Days Interest
26 Weeks	182 Days	90 Days Interest
52 Weeks	364 Days	180 Days Interest
2 Years	728 Days	360 Days Interest
3 Years	1092 Days	540 Days Interest
5 Years	1820 Days	900 Days Interest

\*The penalty imposed will be the total amount of simple interest that would have accrued for the time period indicated if the CD had remained on deposit; therefore, principal may be forfeited. For example, if a 4-week Certificate of Deposit is withdrawn one week into the term, a 28-day simple interest penalty will be imposed.

Amount of Deposit: \_\_\_\_\_

Term of Certificate: 52 Weeks

Full Name of Customer: OAK PARK RIVER FOREST HSD 200

Signature of Customer: \_\_\_\_\_

Date: \_\_\_\_\_

Date here

**SIGN  
HERE**

Thank you for choosing The PrivateBank and the CDARS program for your financial needs. If I can be of further assistance, please don't hesitate to contact me.

Full Name of Bank Employee: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(08/01/08GB)

TO: Board of Education Finance Committee

FROM: Michael Carioscio

DATE: 1/11/2011

RE: Internet Bandwidth

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## **BACKGROUND**

One of the foundational technologies schools need to deploy is Internet access. Our internet access provides us both instructional and operational access. As the trend in instructional access has moved from text-based to multi-media information our internet access has not been adequate to keep up. On a short-term basis we have limited the internet traffic, but this has caused a great deal of frustration to faculty and staff alike. We continually experience response time issues on our instructional and operational systems such as Skyward. These issues make it extremely difficult for us to deliver on our mission.

Several months ago, the Board approved an AT&T upgrade of 30MB. We feel this upgrade will allow us to provide adequate bandwidth for our existing operational systems. However, in preparation for the future instructional technology initiatives (1:1 computing, teacher technology deployment, and online textbooks) we feel we need to increase our bandwidth even further. In addition, we would like to provide vendor diversity so that we can continue to enjoy our competitive pricing.

## **SUMMARY OF PROPOSAL**

Please find attached a proposal and contract from Comcast for an additional 50MB of Internet bandwidth. With this increased bandwidth we plan on segregating student internet access from faculty and staff internet access. This will allow us to further refine our security and access rules. In addition, we are planning to provide dedicated bandwidth for our Skyward application to assure we can provide quality service to our faculty, administration and staff.

Because of the significant discounts provided by both AT&T and Comcast, we are able to provision this service *within our existing budget*.

## **RECOMMENDATION**

To approve the contract for increased internet bandwidth from Comcast, at the January 27<sup>th</sup> Board of Education meeting.

## Comcast Business Communications, LLC Network Services Agreement

This Agreement ("Agreement") is made on the 2nd day of December, 2010 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and Oak Park River Forest High School ("Customer"), with offices located at 201 Scoville Ave. Oak Park, IL 60302. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party"

Description of Services to be provided by Company to Customer:

50 Mbps Ethernet Dedicated Internet ("EDI") Service delivered to Oak Park River Forest High School, as set forth in Schedules A and B attached hereto.	
Term of Agreement (months): Sixty (60)	Agreement Number: IL-39477-120210-01
Non-Recurring Charges ("NRC"): \$00.00	Monthly Recurring Charges ("MRC"): \$2,095.00
Any Additional Charges/Explanation:	
Number of Sites: One (1)	Estimated Service Date: On or after July 1, 2010
Notes / Comments: 1. E-Rate funding to be sought solely by Customer 2. Comcast Business Communications, LLC SPIN No. is 143003990	
Sales Person: David Egan	Telephone Number: (773) 394-8613
General Manager: Michelle Pluskota	Telephone Number: (847) 585-6484
Customer Contact: Mike Carioscio	Telephone Number: (708) 434-3220

This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer. This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Schedules A and B ("Schedules"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Cover Page. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

**Oak Park River Forest High School**

**Comcast Business Communications, LLC**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

**COMCAST BUSINESS COMMUNICATIONS, LLC  
GENERAL TERMS AND CONDITIONS**

**SECTION 1 - SCOPE OF SERVICE**

1.1 Company will provide to Customer the Service at the prices set forth in the attached Schedule A, and to the location(s) set forth in Schedule B, both attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

**SECTION 2 - INSTALLATION OF NETWORK**

2.1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network.

2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is

called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use.

2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

**SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK**

3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers.

3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

**SECTION 4 - COMPENSATION; PAYMENT**

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Services, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the pro rated in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3 Company makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it shall pay Company one hundred percent (100%) of all Non-Recurring Charges, Recurring Charges and other amounts required under this Agreement in accordance with the payment intervals specified therein. Customer may not

withhold or offset any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Company shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Company will reasonably assist Customer in the completion of those portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a proration of, Customer's invoices, Company shall have no obligations under this Agreement until Customer provides Company the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in Schedule A attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Company and the Customer from future performance of the Agreement. However, Company shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due balance(s), and any additional costs already incurred by Company in conjunction with this Agreement. Customer shall notify Company in writing within 30 days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Company initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

4.4 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.5 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

## SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for Sixty (60) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be Sixty (60) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to

the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

## SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or

(ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above, Company shall be entitled to Termination Charges for any Customer Default.

## SECTION 7 - SERVICE RESPONSE TIMES

7.1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship,

Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

## **SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY**

**8.1 COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.**

**8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

8.6 Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete).

## **SECTION 9 - INDEMNIFICATION**

9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

## **SECTION 9A - USE POLICIES**

9A.1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Company reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted <http://www.comcast.com/business> or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Company may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

## **SECTION 10 - INSURANCE**

10.1 Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.

10.2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

10.3 The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

#### **SECTION 11 - ASSIGNMENT**

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

#### **SECTION 12 - FORCE MAJEURE**

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

#### **SECTION 13 - SEVERABILITY**

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

#### **SECTION 14 - THIRD-PARTY BENEFICIARIES**

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

#### **SECTION 15 - INDEPENDENT CONTRACTORS**

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

#### **SECTION 16 - NONDISCLOSURE**

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the

owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

#### **SECTION 16A - CUSTOMER PRIVACY POLICIES**

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

#### **SECTION 17 - NOTICES**

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

##### **To Customer:**

Attn: Mike Carioscio  
Oak Park River Forest High School  
201 Scoville Ave.

Oak Park, IL 60302

**With an additional customer copy to:**

**To Company;**

Attn.: VP – Business Services  
Comcast Business Communications, LLC.  
One Comcast Center  
Philadelphia, PA 19103

**With a copy to:**

Attn.: Cable Law Department  
Comcast Cable Communications, LLC.  
One Comcast Center  
Philadelphia, PA 19103

**SECTION 18 - HEADINGS AND TITLES**

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**SECTION 19 - GOVERNING LAW AND COURTS**

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

**SECTION 20 - COMPLIANCE WITH LAWS**

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**SECTION 21 - AMENDMENTS; NO WAIVER**

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

**SECTION 22 - SURVIVAL**

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

**SECTION 23 - FULLY INTEGRATED**

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

**SECTION 24 - INTERPRETATION OF AGREEMENT**

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

**SECTION 25 - RIGHT TO ENTER INTO CONTRACTS**

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

**SECTION 26 - REMEDIES CUMULATIVE**

All rights of termination, or other remedies set forth in this Agreement are

cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

**SECTION 27 - COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.



# SCHEDULE A

## BUILDINGS, SERVICES AND PRICING

Date: 12/2/2010

1 Site 50 Mbps EDI

Short Description of Service:

Term: 60 MONTHS

### DATA NETWORK SERVICES - PAGE 1

Line	Service Element	Description	Location A*	Location Z*	Tax/Jurisdiction	Qty	MRC	NRC	MRC	NRC
001	Internet Access Network Interface	50 Mbps	Oak Park River Forest H	-	INTERSTATE	1	\$658.43	\$0.00	\$658.43	\$0.00
002	Internet Access Bandwidth	50 Mbps	Oak Park River Forest H	-	INTERSTATE	1	\$1,436.57	\$0.00	\$1,436.57	\$0.00
003						1	\$0.00	\$0.00	\$0.00	\$0.00
004						1	\$0.00	\$0.00	\$0.00	\$0.00
005						1	\$0.00	\$0.00	\$0.00	\$0.00
006						1	\$0.00	\$0.00	\$0.00	\$0.00
007						1	\$0.00	\$0.00	\$0.00	\$0.00
008						1	\$0.00	\$0.00	\$0.00	\$0.00
009						1	\$0.00	\$0.00	\$0.00	\$0.00
010						1	\$0.00	\$0.00	\$0.00	\$0.00
011						1	\$0.00	\$0.00	\$0.00	\$0.00
012						1	\$0.00	\$0.00	\$0.00	\$0.00
013						1	\$0.00	\$0.00	\$0.00	\$0.00
014						1	\$0.00	\$0.00	\$0.00	\$0.00
015						1	\$0.00	\$0.00	\$0.00	\$0.00
016						1	\$0.00	\$0.00	\$0.00	\$0.00
017						1	\$0.00	\$0.00	\$0.00	\$0.00
018						1	\$0.00	\$0.00	\$0.00	\$0.00
019						1	\$0.00	\$0.00	\$0.00	\$0.00
020						1	\$0.00	\$0.00	\$0.00	\$0.00
021						1	\$0.00	\$0.00	\$0.00	\$0.00
022						1	\$0.00	\$0.00	\$0.00	\$0.00
023						1	\$0.00	\$0.00	\$0.00	\$0.00
024						1	\$0.00	\$0.00	\$0.00	\$0.00
025						1	\$0.00	\$0.00	\$0.00	\$0.00
026						1	\$0.00	\$0.00	\$0.00	\$0.00
027						1	\$0.00	\$0.00	\$0.00	\$0.00
028						1	\$0.00	\$0.00	\$0.00	\$0.00
029						1	\$0.00	\$0.00	\$0.00	\$0.00
030						1	\$0.00	\$0.00	\$0.00	\$0.00
031						1	\$0.00	\$0.00	\$0.00	\$0.00
032						1	\$0.00	\$0.00	\$0.00	\$0.00
033						1	\$0.00	\$0.00	\$0.00	\$0.00
034						1	\$0.00	\$0.00	\$0.00	\$0.00
035						1	\$0.00	\$0.00	\$0.00	\$0.00
* Building Location Detail Attached							PAGE 1 DATA NETWORK SERVICES SUBTOTAL:			
ACCOUNT REPRESENTATIVE							PAGE 2 DATA NETWORK SERVICES SUBTOTAL:			
SALES ENGINEER							PAGE 3 DATA NETWORK SERVICES SUBTOTAL:			
							ADDITIONAL CUSTOM INSTALLATION CHARGES:			

# SCHEDULE B - BUILDING LOCATION DETAIL

## CUSTOMER AUTHORIZATION

PRINT NAME

DATE

12/2/2010

## BILLING LOCATION INFORMATION

Main Account / Billing Name Oak Park River Forest High School

County Cook

Street Address 201 Scoville Ave.

City Oak Park

State IL

Zip 60302

Tax Exempt? Yes

Billing Interval: Monthly

Special Instructions:

Billing Contact Name: Mike Caroscio

Billing Contact email: mcaroscio@oprfs.org

Billing Contact phone: (708) 434-3220

Billing Contact fax:

Billing Contact pager:

Network Solutions GL:

Cable System GL:

## SERVICE LOCATIONS

Site Name Oak Park River Forest High School

County

Street Address 201 Scoville Ave.

Floor

City Oak Park

State IL

Zip Code 60302

Technical / Local Contact: Mike Caroscio

Local Contact email: mcaroscio@oprfs.org

Local Contact phone: (708) 434-3220

Local Contact fax:

Local Contact mobile / pager:

Site Name

County

Street Address

Floor

City

State

Zip Code

Technical / Local Contact:

Local Contact email

Local Contact phone:

Local Contact fax:

Local Contact mobile / pager:

Site Name

County

Street Address

Floor

City

State

Zip Code

Technical / Local Contact:

Local Contact email

Local Contact phone:

Local Contact fax:

Local Contact mobile / pager:

Site Name

County

Street Address

Floor

City

State

Zip Code

Technical / Local Contact:

Local Contact email

Local Contact phone:

Local Contact fax:

Local Contact mobile / pager:

Site Name

County

Street Address

Floor

City

State

Zip Code

Technical / Local Contact:

Local Contact email

Local Contact phone:

Local Contact fax:

Local Contact mobile / pager:

Site Name

County

Street Address

Floor

City

State

Zip Code

Technical / Local Contact:

Local Contact email

Local Contact phone:

Local Contact fax:

Local Contact mobile / pager:



Comcast Business Communications, LLC

# NETWORK SERVICE PROPOSAL

Oak Park River Forest High School  
**Request for Proposal**

Internet Services  
December 2nd, 2010

David Egan  
Strategic Enterprise Account Executive  
1255 W. North Avenue  
Chicago, IL 60622  
312-576-4768  
David\_Egan@cable.comcast.com



## Transmittal Letter

December 2nd, 2010

Mr. Michael Carioscio  
Oak Park River Forest High School  
201 Skoville Avenue  
Oak Park, IL 60302

Dear Mr. Carioscio,

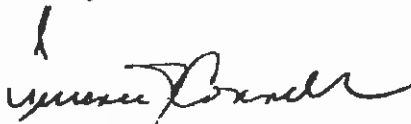
Comcast looks forward to a mutually rewarding business relationship with Oak Park River Forest High School and its representatives. Comcast Business Communications, LLC ("Comcast") is pleased to provide this proposal (the "proposal") to Oak Park River Forest High School ("Oak Park River Forest High School") for managed network services in response to the request for proposal; form 470 application number 822290000858608 dated September 30th, 2010 with an allowable contract date of October 28th, 2010 for Oak Park River Forest High School.

It is our understanding that Oak Park River Forest High School must comply with state and local procurement laws as defined by the Universal Service Administration Company and, it is our understanding that Oak Park River Forest High School, based on request for proposal, is not seeking services pursuant to the State Procurement code, therefore we provide our response to the proposal.

As you proceed in the selection process, please feel free to contact your Strategic Enterprise Account Executive, David Egan, at 312-576-4768, with any questions, comments, or concerns.

Please note that Comcast excepts to all portions of the bid request. In addition, the Network Service Agreement which has been expressly included in the Appendix represents the sole terms and conditions upon which the abovementioned services are being offered. No statement made in the proposal shall be considered a contractual term unless expressly included in the aforementioned Network Service Agreement. Comcast, as part of the post bid submission process, would be amenable to negotiating limited modifications to the Network Services Agreement appended to the attached proposal, to address additional items (if any) that your organization feels are critical to its consideration and use of the Comcast solution.

Sincerely,



Terrence J. Connell  
Vice President  
Comcast Business Communications, LLC

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## Executive Summary

In the ever-changing world of communications, Comcast redefines how broadband products and services are delivered. Comcast brings unparalleled capacity, speed, and leading edge solutions directly to your organization. Comcast can meet your organization's communications needs quickly, efficiently, and professionally with business-class service and support. Comcast is well positioned to offer long-term value to support future technology strategies. Our integrated Internet and data products are delivered over a powerful broadband optical network. This far-reaching network ensures that you will receive reliable, scalable service simply and conveniently.

Comcast proposes, specifically, to provide a managed and scalable Wide Area Network and scalable Internet Access that will seamlessly link each individual site listed in the RFP. Your organization will be able to exchange data at speeds up to 50 Mbps from each site.

Comcast feels this proposal offers a flexible solution that is capable of meeting current and future demands. Other Comcast advantages include:

- **Bandwidth scalability.** A solution where network and Internet bandwidth at individual sites can expand to meet future demands.
- **Network scalability.** Able to rapidly expand the network by adding new sites with simple interfaces.
- **State-of-the-Art network management.** From our Network Operations Center (NOC) in Mt. Laurel, New Jersey, Comcast actively manages and monitors customer connections and the underlying infrastructure 24 hours a day, 7 days a week, year round.
- **No technology learning curve.** Comcast provides and manages the network edge device, so users access the network through familiar LAN interfaces, not complicated WAN interfaces.
- **Dedicated customer support.** Comcast provides a dedicated account team and the business-class service our customers expect.

Comcast is pleased to submit this proposal for state-of-the-art, efficient and affordable high-bandwidth digital communications services. Comcast looks forward to developing a solid business relationship with you and to assisting your organization in addressing its communication needs. Comcast is confident that the solutions presented in this proposal will provide a cost-effective solution that supports business objectives and quality requirements and will enhance your overall communication services portfolio.

This proposal is valid for 60 days.

## Solution Overview

Comcast is uniquely positioned to offer long-term value to support current and future technology requirements. Based on the requirements specified Comcast would specifically propose provisioning the following as a solution.

### Comcast Ethernet Dedicated Internet Service

- Metro Ethernet Forum (MEF) compliant Ethernet Private Line (EPL) from the CPE to Comcast Internet POP
- Dedicated symmetrical Internet access
- Multiple IP address Allocation
- Domain Name Services
- Optional Border Gateway Protocol (BGP4) Routing

The proposed solution was designed to enable demanding IP based applications. The network easily meets the infrastructure demands of bandwidth-intensive applications and limits the need to purchase or configure additional WAN technology. This service has very high availability so that interruptions are minimized.

This is a scalable and flexible service. With Comcast, your organization gets true any-to-any connectivity which allows traffic to move from any site to any other site within the network through a single Ethernet interface.

You will also have the ability to have a network solution that meets today's requirements but is capable of scaling to other locations or to meet future bandwidth demands. If, or when, you need additional network capacity, an upgrade agreement would be negotiated with Comcast and the billing terms would be specified in that agreement.

Finally, Comcast will supply dedicated access to the Internet using Comcast's Ethernet Dedicated Internet Service (EDIS). EDIS is a symmetrical, dedicated Internet access service provisioned on an Ethernet platform that is easy and fast to upgrade. Comcast will provision Internet connectivity for the sites to jointly access the Internet. Your organization will have the ability to scale that connection in 1 Mbps increments up to 10 Mbps or 10 Mbps increments up to 100 Mbps or 100 Mbps increments up to 1 Gbps depending on configuration.

Comcast service can easily scale to accommodate new bandwidth requirements. Comcast has uniquely diverse routing, commonly physically disparate from most other Telco provider's networks. Bandwidth can be added very quickly, often within hours.

With Comcast, your organization will leverage our extensive fiber network for a reliable and scalable network and connection to the Tier 1 Internet backbone using a simple Ethernet interface that allows for true plug and play compatibility. Additionally, with Comcast there are no local loop charges, typical with other service providers.

## Summary

At each of the locations specified in this response, Comcast will install network edge equipment that will facilitate the connection between your network and ours. As part of the service, Comcast will provide, monitor and maintain the edge devices. Comcast also provides web-based monitoring and reporting tools available 24x7 upon request.



With Comcast you will receive a trusted data transport solution from the largest broadband provider offering unparalleled flexibility in configurations and pricing. Combine our years of commercial experience with leading edge innovative technology and service capabilities and differentiation among networking service providers becomes much clearer.



## Technical Specifications

### Service Description

Comcast's Ethernet Dedicated Internet (EDI) Service provides a reliable, simpler, more flexible, and higher bandwidth options than T1 or SONET-based dedicated Internet access services. The service is offered with a 10Mbps, 100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interface (UNI) in speed increments from 1Mbps to 10Gbps subject to available capacity. The service provides an Ethernet Virtual Connection (EVC) from the customer premises location to a Comcast Internet Point of Presence (POP) router.



### Table 1: Technical Specifications

**1.1 Ethernet User-to-Network Interface.** The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet Interface (UNI). Figure 1 lists the available UNI physical Interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
10Mbps	10BaseT	1Mbps	25,000
100Mbps	100BaseT	10Mbps	250,000
1Gbps	1000BaseT or 1000BaseSX	100Mbps	2,500,000
10Gbps	10GBASE-SR or 10GBASE-LR	1000Mbps	25,000,000

Figure 1: Available UNI Interface types and CBS values for different CIR Increments

**1.2 Traffic Management.** Comcast's network traffic-policing policies restrict traffic flows to the subscribed, Committed Information Rate (CIR). If the customer-transmitted bandwidth rate exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. The customer's router must shape their traffic to their contracted CIR.

**1.3 Maximum Frame Size.** The service supports a maximum transmission unit (MTU) frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

**1.4 Layer 2 Control Protocol (L2CP) Processing.** All L2CP frames are discarded at the UNI.

**1.5 IP Address Allocation.** IP address space is a finite resource that is an essential requirement for all Internet access services. Comcast assigns eight (8) routable IP addresses to each customer circuit. Customers can obtain additional IP addresses if required.

**1.6 Domain Name Service.** Comcast provides primary and secondary Domain Name Service (DNS). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

**1.7 Border Gateway Protocol (BGP) Routing.** Comcast supports BGP-4 routing as an optional service feature. BGP-4 allows customers to efficiently multi-home across multiple ISP networks. The service requires an Autonomous System Number (ASN) be assigned to a customer by the American Registry for Internet Numbers (ARIN). Customers should also be proficient in BGP routing protocol to provision and maintain the service on their router. Section 5 "Comcast BGP Policy" provides further details. Comcast supports private peering if the customer is multi-homed to Comcast's network only.

**1.8 Online Reporting.** Comcast provides the customer with a password-protected web portal to access online reports containing their historical network traffic information. Reports may vary based on the customer's service.

### Section 2: Engineering, Technical Support and Maintenance

**2.1 Network Monitoring.** Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

**2.2 Technical Support.** Comcast provides customers a toll-free trouble reporting telephone number to the customer Business Services Network Operations Center (BNOC) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating Customer Premise Equipment (CPE) not provided by Comcast.

**2.3 Escalation.** Reported troubles are escalated within the Comcast BNOC to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the BNOC as follows: Supervisor at the end of the standard interval plus one (1) hour; to the Manager at the end of the standard interval plus two (2) hours; and to the Director at the end of the standard interval plus four (4) hours.

**2.4 Maintenance.** Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

### Section 3: Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

**3.1 Availability.** Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service; (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1.

**3.2 Mean Time to Respond.** Mean Time to Respond is the average time required for the BNOC to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the BNOC.

**3.3 Mean Time to Restore.** Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the BNOC.

#### Section 4: Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

- 4.1 Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- 4.2 Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.
- 4.3 Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.
- 4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.
- 4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- 4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.
- 4.7 The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.
- 4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.
- 4.9 Emergency local generator backup service, if applicable.
- 4.10 Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- 4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).
- 4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

#### Section 5: General Bill Policy

The following provides the routing requirements to interconnect with the Comcast network. Additional details of Comcast's BGP Inbound/outbound network policy and traffic engineering is available upon request.

- 5.1 Customers must be multi-homed to run BGP, either:
  - a. multi-homed within Comcast's network
  - b. multi-homed with Comcast and another service provider

5.2 Customers must use an Autonomous System (AS) number assigned by a regional registrar American Registry for Internet Numbers (ARIN), Réseaux IP Européens (RIPE), or Asia Pacific Network Information Centre (APNIC) etc. that is registered to their organization.

- a. All customer route announcements must be registered with a regional registrar. A route object must exist for each route prefix in one of the well known global routing registries such as RADB.
- b. The customer ASN needs to be verifiable in WHOIS database.
- c. Comcast will only accept private peering when the customer is multi-homed to Comcast only.
- d. Comcast will support a 4-byte ASN starting 01/01/2010 in accordance with ARIN policy.
- e. Comcast will assign a private ASN in the range of 64512-65534 for private peering and not accept any customer provided private ASN.
- f. Comcast will strip off the private ASN when advertising to peers.

5.3 Customers must use a router that supports BGPv4.

- a. Comcast will not run BGPv4 with customers connected on a link with less than 2Mbps bandwidth.
- b. Customers are responsible to ensure their peering routers have adequate CPE processing power and memory space if a full Internet table is requested.
- c. Comcast will employ all best-known practices to establish, maintain, and troubleshoot BGPv4 sessions with all BGPv4 compliant router vendors. However, Comcast makes no warranty that it can establish and maintain a BGPv4 session with any CPE due to vendor interoperability.

5.4 Customers can specify one of the following received-prefixes options:

- a. Default-route only
- b. Comcast customer routes
- c. Comcast customer routes + default-route
- d. Full routes
- e. Full routes + default-route

5.5 Customer must be capable of configuring their BGP session with Comcast. This includes all setup of neighbor statements and all sanity checks on customer CPE.

5.6 Comcast requests the use of an MD5 authentication key for all EBGP sessions. The customer should specify the MD5 password.

5.7 Customers must prevent redistribution from their Interior Routing Protocol (IGP) into BGP. Customers should also apply restrictive filters on outbound announcements so that only the customer's intended outbound prefixes are announced to Comcast.

5.8 Comcast will assign a /30 IP address for the interfaces that connect to Comcast's network. This will be assigned from a Comcast address block publicly registered with ARIN and already advertised as part of a larger aggregate to the Internet.

5.9 Comcast will announce any portable or non-portable net block so long as this space is larger than /24, and the space is assigned to the customer via WHOIS or RWHOIS databases. If the net block does not belong to the customer and the net block is not already being announced from the customer's AS then Comcast will need to have an LOA (Letter of Agreement) from the true owner of the block stating that they are aware of, and are accepting of the fact that our customer wants to make the announcement through Comcast.

5.10 Comcast does not alter any of its BGPv4 configurations, including route-maps, filter-policies, and communities, for any individual customer, but rather will dynamically alter BGP policy dependent on the customers' employment of predefined Comcast BGP communities. This ensures the Comcast network is built and maintained in a strategic, organized, and efficient fashion and reduces mean-time-to-repair for BGP related trouble.

## **Solution Provisioning and Project Plan**

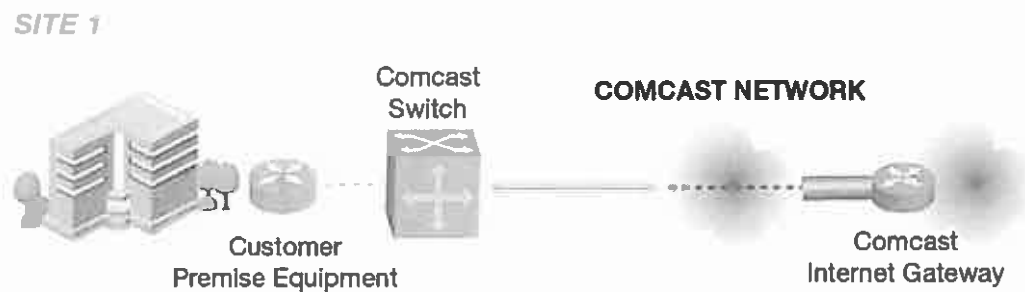
Typical site installations may take anywhere from 90 to 180 days for completion. Throughout the duration of the project a dedicated Comcast account team will be in contact providing status and answering any questions you may have.

### **Overall Project Milestones**

1. Detailed Design review
  - 1.1. Field Surveys Performed
  - 1.2. Detailed Network Design
  - 1.3. Detailed Network Equipment
  - 1.4. Detailed Construction Costs
  - 1.5. Proposal Pricing
2. Contract Signature
  - 2.1. Final Proposal Presented
  - 2.2. Contract Signature
  - 2.3. Order Executed
3. Network Implementation
  - 3.1. Fiber Construction
  - 3.2. Equipment Testing
  - 3.3. Equipment Installation
  - 3.4. Circuit Testing
  - 3.5. As-Built Maps / Diagrams Created
4. Network Testing and Customer Acceptance
  - 4.1. Network Tests
  - 4.2. Customer Acceptance
  - 4.3. Network Activation
5. Billing
  - 5.1. First invoice receipt

## Network Diagram

Logical drawing



*"Illustrative Diagram – Actual installation may differ."*

## **Serviceable Sites**

1. Oak Park River Forest High School-201 Skoville Avenue Oak Park, IL 60302



## Company Background

Comcast Business Communications, LLC is a unit of Comcast Corporation, owner of the largest cable communications company in the United States and headquartered in Philadelphia. Building upon Comcast's and its subsidiaries' reputation as pioneers in developing innovative broadband communications products and services for consumers, Comcast is bringing innovative technology and service capabilities to businesses, government and educational organizations within Comcast Cable markets.

Comcast Business Communications leverages and augments Comcast's network with next-generation optical and access technologies to offer Internet and other data services directly to customers. An extensive fiber network, delivering unmatched broadband capacity, and a commitment to customer service, enables Comcast to deliver superior broadband services to range of all businesses and organizations — small, medium, and large.

Consistent with Comcast's business strategy to deliver unprecedented bandwidth, network reach, and a superior customer experience, Comcast has invested in state-of-the-art network technologies, business and operating support systems, as well as network professionals. These investments have resulted in scalable services, an all-fiber backbone network, and superior service levels for those businesses and organizations served in the Comcast markets. In addition, the extensive footprint of the network allows Comcast to deliver coaxial and fiber capacity to many business locations that have been historically underserved by other network providers.

Among the services that Comcast and its affiliates provide are several that they have helped pioneer, including high-speed commercial cable-modem-based Internet services.

For more information on Comcast visit <http://www.business.comcast.com>.

## Financial Qualifications

Comcast is a wholly owned, indirect subsidiary of Comcast Corporation, from which Comcast receives its funding. As such, Comcast is not publicly held and does not release stand-alone financial results or associated financial information, except in limited circumstances to the extent required by law, and then, only under seal or a proprietary protective order. Please refer to the publicly filed external consolidated Comcast financial statements and earnings press releases posted at the Comcast Corporate web page: <http://www.cmcsk.com>.

## **E-Rate Support**

Comcast provides e-rate eligible services through its affiliate, Comcast Business Communications, LLC. We hereby certify that we are listed as a telecommunications service provider (as the Federal Communications Commission defines that term), eligible to receive Universal Service support under the Universal Service Support Mechanism for Schools and Libraries ("E-Rate Program). Comcast certifies further that it (a) provides the telecommunications services described herein on a common carriage basis, and (b) is fully authorized to participate in the E-Rate Program as a Telecommunications Service Provider.

### **Working Knowledge of USF**

Comcast has working knowledge and a successful record of working with school districts via the Universal Service Support Mechanism for Schools and Libraries ("E-Rate Program").

### **Service Provider Identification Number (SPIN)**

143003990 - Services provided by Comcast Business Communications, LLC.

### **Agreement of Participation**

Comcast agrees to comply with the written request of the IU/School District, its agency, organization and or consultant administering, E-Rate on the District's behalf. Comcast reserves the right to request a LOA, (Letter of Agency) that such party is authorized to receive information on behalf of the District.

### **Information and Documentation**

Comcast agrees to provide requested information and or documentation to the IU/School District, its agency, organization and or consultant administering, E-Rate on the District's behalf within a commercially reasonable period of time.

### **Reimbursement Process**

At the written request of the customer, Comcast shall, (a) invoice the school district only for the non-discounted amounts due on E-Rate-approved transactions and simultaneously invoice the Universal Services Administration Company ("USAC") for the balance [Discounted Invoice Process] or (b) remit to the customer reimbursement monies received from USAC for the discounted portions of E-Rate-approved transactions. Customer reserves the right to select either option (a) or (b) per funding year.

## Operations

Comcast provides high-quality service and effective maintenance of our network and customer base in several key business areas. These include: Network Operations and Field Operations. Comcast strongly suggests that all personnel involved in the decision process visit the network operations facilities of each of the bidders as part of the evaluation process.

### Network Operations

The Network Operations organization provides outstanding network maintenance, which includes surveillance, trouble-shooting, and resolution through its state-of-the-art 24 x 7 x 365 Network Operations Center (NOC) opened in July 2001 at our corporate headquarters in Mt. Laurel, New Jersey. The NOC continuously monitors the network equipment, service health, and performance of the Comcast network, responds to network events and service degradations, dispatches local field technicians, and informs customers of service issues, in many cases before the customer has noticed the problem. The Network Operations group also provides technical support and responds to trouble calls from network service customers including carriers, TLS and Native ATM customers, and voice product customers, through a staff of Technical Support Representatives (TSRs). The Comcast NOC also operates a 24 x 7 x 365 Technical Customer Support helpdesk that responds to calls for all of Comcast services.

The NOC maintains a staff of engineers and technicians that are trained in an array of networks, elements, and technologies in the Comcast network (Ethernet, ATM, Frame Relay, SONET, T-1/T-3, local and long distance telephony, Internet Access, and LAN/WAN based services). Comcast engineers and technicians have earned many industry certifications, including: CCIE (Cisco Certified Internetwork Expert), Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE), A+, Network+, and other certifications in specific vendor equipment.

The NOC has a standard 3-tier escalation configuration with automatic escalation intervals. Tier 4 support is escalated to Comcast's Network Engineering Department. Customers are welcome to request to speak with a supervisor or manager at any time.

### NOC End user support and Escalation Procedures

The NOC is organized with a standard 3-tier escalation configuration with automatic escalation intervals. Tier 4 support is escalated to Comcast's Network Engineering Department. The NOC is staffed 24 x 7 x 365. Technicians remain on call 7 x 24 to assist with major problems. The NOC may also dispatch technicians 7 x 24. Customers are welcome to request to speak with a supervisor or manager at any time.



## Comcast Escalation Procedures

### Business Hours

Priority	Shift Lead	Manager	Director	Vice-President
1	15 Mins	30 Mins	1 Hour	3 Hours
2	1 Hour	2 Hours	4 Hours	12 hours
3	2 Hours	4 hours	12 Hours	-

### Non-Business Hours

Priority	Shift Lead	Manager	Director	Vice-President
1	1 Hour	2 Hours	6 hours	8 hours
2	2 hours	4 Hours	12 Hours	-
3	6 hours	12 Hours	-	-

### Priority Definition

- 1) Total outage; multiple customers or multiple locations.
- 2) Total outage, single customer/single location, or partial outage of multiple customers or multiple locations
- 3) Partial outage, single customer or location

### Service Level Objectives

In the event of a service interruption, Comcast shall use commercially reasonable efforts to respond to the service interruption and to clear the service interruption within the time frames set forth below. Comcast shall notify customer that Comcast has dispatched its personnel to effect restoration and repair and shall inform customer when service has been restored.

Category	Objective
Network Availability	99.97%
Mean Time to respond telephonically to call	30 minutes
Mean time to restore equipment	4 hours
Mean time to restore fiber	6 hours

## Network Management Reporting

Customer will be given a secure web login to review the external reporting data at their convenience. Network management reports will include the following reporting elements:


- Service Availability (Uptime) in percentage of day per connection
- Packet discard percentage, per connection
- Average Throughput, per connection, per Hour for the past day, 7 day and 30 day intervals.

### Field Operations

The role of Field Operations in Comcast is two-fold. First, Field Operations provides an effective field presence for technical support of our core (ATM, IP, Optical) network. They perform on-site repairs and trouble-shooting on a daily, ongoing basis and dispatch field technicians to support our voice switches and other hardware. These field crews are the "on-site" presence to remedying any network trouble.

Second, Field Operations provides leadership for customer installations. Field Operations Project Coordinators are assigned to each new account to singularly manage the local work required for each install. The Project Coordinator manages the dispatch of local technicians to install switches, routers, servers, and other equipment on the company side of the company/customer demarcation point.

# Certificate of Insurance

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/03/2009	
PRODUCER MARSH USA INC TWO LOGAN SQUARE PHILADELPHIA, PA 19103-2797 Attn: Comcast Certs@marsh.com Fax: 212-848-0360		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
05194 -ALL-GAWU-09-10 COM PHIL PA NO NO		INSURERS AFFORDING COVERAGE		NAIC #	
INSURED COMCAST CORPORATION 1701 JFK BLVD., 49TH FLOOR PHILADELPHIA, PA 19103		INSURER A ACE American Insurance Company		22667	
		INSURER B ACE Property And Casualty Ins Co		20699	
		INSURER C Indemnity Ins Co Of North America		43575	
		INSURER D			
		INSURER E			
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS					
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GENERAL AGGREGATE LIMIT APPLIES PER PROJECT LOC <input checked="" type="checkbox"/> POLICY PROJECT LOC	XSL G24936855	12/01/2009	12/01/2010	EACH OCCURRENCE \$ 4,900,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 4,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,900,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08581447 (AOS)	12/01/2009	12/01/2010	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	XOO G24674266	12/01/2009	12/01/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLR C4 5707064 (AOS)	12/01/2009	12/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	WLR C45707040 (CA)	12/01/2009	12/01/2010	EL EACH ACCIDENT \$ 2,000,000
A	OFFICER/MEMBER EXCLUDED? N	WLR C45707052 (MN)	12/01/2009	12/01/2010	EL DISEASE - EA EMPLOYEE \$ 2,000,000
A	(Mandatory in NH; if yes, describe under SPECIAL PROVISIONS below)	SCF C45707076 (WI)	12/01/2009	12/01/2010	EL DISEASE - POLICY LIMIT \$ 2,000,000
A	OTHER EXCESS AUTO LIABILITY	XSA H08583365	12/01/2009	12/01/2010	LIMIT \$5,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS "SAMPLE CERTIFICATE" \$100,000 PER OCCURRENCE SELF INSURED RETENTION APPLIES ONLY TO THE ABOVE GENERAL LIABILITY POLICY					

CERTIFICATE HOLDER CLE-002151718-09

COMCAST CORPORATION  
1500 MARKET STREET  
PHILADELPHIA, PA 19102

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc  
Mary Radaczewski

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD



## General Reference Information

Legal Name of Business: Comcast Business Communications LLC, "CBC"

Ownership: Corporation - Wholly-owned subsidiary of Comcast Corporation.

CBC has been in business in its present form for over seven (7) years.

### Corporate Officers

Terrence Connell  
Vice President

Steve Flaks  
Vice President

Kevin O'Toole  
Vice President

### Accounting & Disbursements

Kelly Jennings  
Business Operations Manager

Employer ID # 23-2084784 for Comcast Cable Communications Management LLC

### Bank Contact

Wachovia Bank  
PO Box 40028  
Roanoke, VA 24022  
Attn: Anna Rofrano  
800-590-7868  
Option 714, ext: 900553

JP Morgan Chase  
PO Box 955200  
Fort Worth, TX 76155  
Attn: Credit Inquiries  
817-399-7201 Fax

### Trade References

CommScope, Inc.  
1100 CommScope Place SE  
Hickory, NC 28603-1729  
Attn: Jean Gay  
VP – Customer Finance  
828-323-4929

Motorola  
Broadband Communications  
Sector  
101 Tournament Drive  
Horsham, PA 19004  
Attn: Len Washington  
215-323-1659

Scientific Atlanta  
4391 Communications, Drive  
Norcross, GA 30093  
Attn: Mat Wattford  
800-722-2009

## Proposal Pricing

Comcast is please to provide the following pricing in response to this proposal.

### **Option One: Ethernet Dedicated Internet Services:**

**50 Mbps** of internet bandwidth (EDIS) services delivered to the following site:

- 1) Oak Park River Forest High School-201 Skoville Avenue Oak Park, IL 60302

Contract Term	Monthly Recurring Charge	Non Recurring Charge
<b>60 Months</b>	<b>\$2,095.00</b>	<b>\$0</b>

***Comcast Note:** Pricing as proposed above requires purchase of all sites and does not include any local, state or federal taxes, fees or other charges. Individual sites may be purchased separately but will require a new pricing proposal. Tax exemption certificates must be on file prior to the initial billing period for exemptions to be considered.*

#### **Taxes, Surcharges, and Other Similar Charges (Miscellaneous)**

**Description:** Taxes, surcharges, and other similar charges refer generally to additional fees that are a necessary component of the cost of a product or service.

**Eligibility:** Federal taxes, state taxes, and other similar, reasonable charges incurred in obtaining eligible Telecommunications Services, Internet Access, and Internal Connections are eligible. Such eligible charges include reasonable administrative recovery by a service provider for participation in the Universal Service Support mechanism. Administrative cost added by parties other than the service provider, are not eligible.



## Network Service Agreement

### Comcast Enterprise Services

This Agreement ("Agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_ 200 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and \_\_\_\_\_ ("Customer"), with offices located at \_\_\_\_\_. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party".

Description of Services to be provided by Company to Customer: _____, as set forth in Schedules A and B attached hereto.	
Term of Agreement (months): ( )	Agreement Number: - - -
Non-Recurring Charges ("NRC"): \$	Monthly Recurring Charges ("MRC"): \$
Any Additional Charges/Explanation:	
Number of Sites: ( )	Estimated Service Date: Ninety (90) to one-hundred twenty (120) days after mutual execution of Agreement.
Notes / Comments: 1. E-Rate funding to be sought solely by Customer 2. Comcast Business Communications, LLC SPIN No. Is 143003990	
Sales Person:	Telephone Number: ( )
General Manager:	Telephone Number: ( )
Customer Contact:	Telephone Number: ( )

This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer. This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Schedules A and B ("Schedules"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Cover Page. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

### Comcast Business Communications, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

## COMCAST BUSINESS COMMUNICATIONS, LLC GENERAL TERMS AND CONDITIONS

### SECTION 1 - SCOPE OF SERVICE

Company will provide to Customer the Service at the prices set forth in the attached Schedule A, and to the location(s) set forth in Schedule B, both attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point").

The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"). Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

### SECTION 2 - INSTALLATION OF NETWORK

2.1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network.

2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use.

2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

### SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK

3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers.

3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

### SECTION 4 - COMPENSATION; PAYMENT

The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Services, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the *pro rated* in arrears charges for Services from date of installation to the date of first billing.

**4.2** Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

**4.3** Company makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it shall pay Company one hundred percent (100%) of all Non-Recurring Charges, Recurring Charges and other amounts required under this Agreement in accordance with the payment intervals specified therein. Customer may not withhold or offset any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Company shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Company will reasonably assist Customer in the completion of those portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, Customer's invoices, Company shall have no obligations under this Agreement until Customer provides Company the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in Schedule A attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Company and the Customer from future performance of the Agreement. However, Company shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due balance(s), and any additional costs already incurred by Company in conjunction with this Agreement. Customer shall notify Company in writing within 30 days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Company initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

**4.4** Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal

service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

**4.5** In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

## SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for ( ) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be ( ) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

## SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

**6.1** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Monthly Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

**6.2** (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

**6.3** In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:



(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or

(ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

**6.4** The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.**6.5** In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

#### SECTION 7 - SERVICE RESPONSE TIMES

**7.1** Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.

In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

#### SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

**8.1** COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.

**8.2** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30<sup>th</sup> of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.

Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services,

facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

**8.5** Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

**8.6** Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete).

#### SECTION 9 - INDEMNIFICATION

**9.1** Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

**9.2** The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

#### SECTION 9A - USE POLICIES

**9A.1** Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Company reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted <http://www.comcast.com/business> or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Company may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

**9A.2** Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

#### SECTION 10 - INSURANCE

Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.

Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

**10.3** The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

#### SECTION 11 - ASSIGNMENT

**11.1** Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

**11.2** All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

#### SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

#### SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

#### SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

#### SECTION 15 - INDEPENDENT CONTRACTORS

**15.1** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

**15.2** The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

#### SECTION 16 - NONDISCLOSURE

**16.1** Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused

from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

**16.2** Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

#### **SECTION 16A - CUSTOMER PRIVACY POLICIES**

**16A.1** In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

**16A.2 Privacy Note Regarding Information Provided to Third Parties:** Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

#### **SECTION 17 - NOTICES**

**17.1** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

**To Customer:**  
Attn:

**To Company:**  
Attn.: VP - Business Services  
Comcast Business Communications, LLC.  
One Comcast Center  
Philadelphia, PA 19103

**With a copy to:**  
Attn.: Cable Law Department  
Comcast Cable Communications, LLC.  
One Comcast Center  
Philadelphia, PA 19103

#### **SECTION 18 - HEADINGS AND TITLES**

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

#### **SECTION 19 - CHOICE OF LAW**

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

#### **SECTION 20 - COMPLIANCE WITH LAWS**

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

#### **SECTION 21 - AMENDMENTS; NO WAIVER**

**21.1** This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

**21.2** No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

**21.3** No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

**21.4** Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

#### **SECTION 22 - SURVIVAL**

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

#### **SECTION 23 - FULLY INTEGRATED**

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

#### **SECTION 24 - INTERPRETATION OF AGREEMENT**

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

**SECTION 25 - RIGHT TO ENTER INTO CONTRACTS** Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

#### **SECTION 26 - REMEDIES CUMULATIVE**

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

#### **SECTION 27 - COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

## References

### **Frankfort School District 157-C (4 Sites)**

Jacob Nelson  
Director of Technology  
104825 W. Nebraska Street  
Frankfort, IL 60423  
815-469-5922

### **Township High School District 214 (8 Sites)**

Keith Bockwoldt  
Director of Technology  
2121 S. Goebbert Road  
Arlington Heights, IL 60005  
847-718-7671

### **East Maine SD 63 (8 Sites)**

Judith Satkeiwicz,  
Director of Technology  
10150 Dee Road  
Des Plaines, IL 60016  
847-299-1900 Ext. 452

### **Community HSD 99 (4 Sites)**

Rod Russeau  
Director of Technology  
6301 Springside Avenue  
Downers Grove, IL 60516  
847-795-7100

### **Maercker School District 60 (4 Sites)**

Dean Romano  
Asst. Superintendent  
5800 S. Holmes Avenue.  
Clarendon Hills, IL 60514  
630-323-2086

## **Comcast Account Team**

### **Commercial Matters**

David Egan  
Strategic Enterprise Account Executive  
312-576-4768  
David\_Egan@cable.comcast.com

### **Technical Matters**

Matt Plemmons  
Sales Engineer  
847-890-9513  
Mathew\_Plemmons@cable.comcast.com

### **General Manager**

Michelle Pluskota  
Director  
847-946-4564  
Michelle\_Pluskota@cable.comcast.com

***Oak Park and River Forest High School***  
***District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education

FROM: Michael Carioscio

DATE: January 18, 2011

RE: Konica Contract - Copier Replacement Lease

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**BACKGROUND**

Late year, we were informed by one of our copier vendors, Konica-Minolta, that they would have difficulty honoring their support contract with us for the Xerox Docutech copier. The Xerox Docutech is a very high capacity copier that is used in our Duplicating Center. Their inability to honor the contract was based upon the fact that Xerox was unable to provide replacement parts to them in a timely fashion, nor would Konica renew the software license on the machine, which is set to expire in early February 2011.

Further complicating matters, Konica's leasing partner, Banc of America Leasing, has ceased its business machine equipment leasing operations.

**SUMMARY OF FINDINGS**

After several meetings and negotiations, Konica has agreed to provide a comparable device for the same monthly cost we are paying for the Xerox machine for the remaining term of the original lease. In addition to providing a device that is faster and more fully-featured, Konica is also providing binding tape and staples at no additional cost. The monthly cost of those supplies is about \$900.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

We recommend the Board of Education approve the amended lease at the January 27<sup>th</sup> Board meeting.

1 LEASE AGREEMENT You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacement, repairs, and additions referred to as "Equipment" for business purposes only). You agree to all of the terms and conditions contained in this Agreement and any supplement which together are a complete statement of our Agreement regarding the leased equipment ("Agreement") and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction in that event at our sole option we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will replace the Equipment. The "Bling Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Bling Date.

Leases with \$100 purchase options will not be renewed. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2 RENT Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

3 MAINTENANCE AND SUPPLIES The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and print kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier in its sole discretion determine that Supplies are being abused in any fashion, You agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11 = 1 click, 11"x17 = 2 clicks, 18"x27 = 3 clicks, 27"x36 = 4 clicks and 36"x47 = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of the Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment, and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4 OWNERSHIP OF EQUIPMENT We are the Lessor of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

5 WARRANTY DISCLAIMER; WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

6 LOCATION OF EQUIPMENT You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order and in complete repair.

7 LOSS OR DAMAGE You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8 COLLATERAL PROTECTION AND INSURANCE You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind if the Equipment is damaged or lost. You agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee, (2) obtain liability and third party property damage insurance naming us as an additional insured, and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we or one of our affiliates may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer, and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of 0.035 of the original equipment cost to cover our credit risk, administrative costs, and other costs and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

8. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This Indemnity survives the expiration or termination of this Agreement.
10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit, and is subject to applicable taxes.
11. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set-offs that you may have against us whether or not you are notified of such assignment.
12. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If you are ever in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and/or void the Customer Confidence Guarantee; (b) retain your security deposit; (c) terminate or cancel this Agreement and require that you pay AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY the sum of (i) all past due and current Monthly Payments (or other periodic payments) and charges, (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of 4% per annum (or the lowest rate permitted by law whichever is higher), and (iii) the present value (at the time discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement, including but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (509-522) of the UCC.
13. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.
14. **SECURITY DEPOSIT:** The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
15. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**
16. **LESSEE GUARANTY:** You agree to submit the original of the Agreement documents with the security deposit to the Lessor via overnight courier the same day of the facsimile or electronic mail transmission of the signed lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a faxed or electronically mailed signed copy of this Agreement and the faxed or electronically mailed copy containing your faxed or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.
17. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the year, you agree to pay for any overage usage. **YOUR OVERAGE USAGE SHALL BE LIMITED TO THE FOLLOWING:**
18. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software. b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement. c) You have selected such software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE. SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

24712 - 01/11/2010





KONICA MINOLTA

## Premier Advantage Agreement

For office use only (Check one). ☒ Branch ☐ Windsor ☐ Windsor Commercial

S00035003  
01/13/11 05:30 pm

APPLICATION NUMBER

AGREEMENT NUMBER

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your refer to the customer (and its guarantors). The words Lessor, we, us and our refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

### CUSTOMER INFORMATION

FULL LEGAL NAME

OAK PARK RIVER FOREST HIGH SCHOOL

STREET ADDRESS

201 SCOVILLE MIKE CARIOSCIO

CITY

STATE

ZIP

PHONE\*

FAX

OAK PARK

IL

60302

708 434 3910

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

TKEELEY@OPRFHS.ORG

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

201 SCOVILLE AVENUE MIKE CARIOSCIO OAK PARK IL 60302

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

### CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under this guarantee, we shall provide, at no charge, an equivalent replacement.



### MAKE/MODEL NO./ACCESSORIES

### SERIAL NO.

### STARTING METER

1 - BIZHUB PRO 1200 120 PPM PRODUCTION PRINTER/COPIER/SCANNER

☐ See attached schedule for additional Equipment / Accessories

### TERM AND PAYMENT SCHEDULE

16

Monthly Payments of \$

4,443.50

(mos.)

(plus applicable taxes)

Security Deposit \$

0.00

(plus applicable taxes)

Payment includes 500,000

B&W pages per month

Overages billed MONTHLY at \$ 0.003500 per B&W page

Payment includes

Color pages per month

Overages billed MONTHLY at \$ per Color page

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing: 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

### LESSOR ACCEPTANCE

Konica Minolta Premier Finance

DATED

LESSOR

SIGNATURE

TITLE

### CUSTOMER ACCEPTANCE

OAK PARK RIVER FOREST HIGH SCHOOL

X

DATED

FULL LEGAL NAME OF CUSTOMER (as referenced above)

SIGNATURE

TITLE

FEDERAL TAX ID #

PRINT NAME

### CONTINUING GUARANTY

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against you before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

X

PRINT NAME OF GUARANTOR

SIGNATURE

(NO TITLES)

DATED

See reverse side for additional terms and conditions



KONICA MINOLTA

## ORDER AGREEMENT

S00035003  
01/13/11 05:30 pm  
Order 1 of 1

Check Applicable Box

☐ Purchase☒ Lease☐ Other: \_\_\_\_\_

<b>INVOICE TO</b> Account # _____		<b>SOLD TO</b> Account # _____		<b>SHIP TO</b> Account # _____	
Legal Name CIT TECHNOLOGY FINANCING SERVICES		Legal Name OAK PARK RIVER FOREST HIGH SCHOOL		Legal Name OAK PARK RIVER FOREST HIGH SCHOOL	
Attn Line 1		Attn Line 1 TIM KEELEY		Attn Line 1 TIM KEELEY	
Attn Line 2		Attn Line 2 MIKE CARIOSCIO		Attn Line 2 MIKE CARIOSCIO	
Street Address 10201 CENTURION PKWY N STE 100		Street Address 201 SCOVILLE		Street Address 201 SCOVILLE AVENUE	
City JACKSONVILLE State FL Zip 32256		City OAK PARK State IL Zip 60302		City OAK PARK State IL Zip 60302	
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		Tax Exempt # _____		P.O. Expiration Date _____	
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		P.O. # _____			
Payment Terms: SEE LEASE		Card Type _____ Name on Card _____		Check Amount _____	
Credit Card		Authorized Credit Card Amount: _____ (plus applicable taxes)		Check Check # _____	
Credit Card # _____		Expiration Date _____			

Requested Delivery Date: 01/31/2011

Maintenance Contract ☐ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A0G6011	BIZHUB PRO 1200 120 PPM PRODUCT			
1	7670525501	DELIVERY CHARGE - LEVEL THREE			
1	7670527701	INSTALLATION CHARGE - LEVEL THREE			
1	A0GCWY1	PF-702 PAPER FEED UNIT (6,000 SHEET)			
1	A0GYWY2	FS-521 100 SHEET STAPLING FINISHER			
1	A0V9W11	PB-502 PERFECT BINDER			
1	7640008387	ESP PT80-120TM-L630 POWER FILTER			
1	VCAREACT-O	VCARE ACTIVATION FOR MFPS WITH			
3	7640012600	PROF SVC UNIT - 1200-1051			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
2	A0TH030	TN-011 TONER 1200/1051	N/A	
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	

Additional Charges:	Additional Charges
<input type="checkbox"/> Network _____	TOTAL _____
<input type="checkbox"/> Removal _____	(TOTAL is exclusive of applicable taxes)
<input type="checkbox"/> Other _____	

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1		XEROX 6135	W11034212

Comments: INCLUDES BUYOUT, FOR LEASE 008-2262681-000, TO LEASE COMPANY BANK OF AMERICA  
*\* Contract includes staples and glue pellets*

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name \_\_\_\_\_ Please Print \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Representative of Customer \_\_\_\_\_  
 Title \_\_\_\_\_  
 KMBS Representative \_\_\_\_\_  
 KMBS Manager \_\_\_\_\_  
 Date \_\_\_\_\_



## LEASE REIMBURSEMENT / REBATE

Company Name: OAK PARK RIVER FOREST HIGH SCHOOL

Address: 201 SCOVILLE TIM KEELEY MIKE CARIOSCIO

City: OAK PARK State: IL Zip Code: 60302

☒ Lease Reimbursement

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the company named above, the sum of

\$ 27,777.50, representing the principal balance remaining on lease agreement # 008-2262681-000

with BANK OF AMERICA for Model XEROX 6135 Serial # W11034212 provided  
Name of Lease Company

KMBS receives payment in full from the lease company (for a lease agreement) or from the purchaser (for a purchase agreement)

KMBS shall have no liability to the customer or to any third party as a result of this transaction. The funds described above will be issued based upon the representation by the customer of the outstanding balance due. The customer agrees to remit these reimbursement funds to the Leasing Company in payment of the outstanding principal balance. If KMBS agrees to ship customer's equipment to the leasing company, it is the responsibility of the customer to first provide the Return Authorization and shipping instructions to KMBS.

## Comments:

ALL REMAINING OBLIGATIONS TO BE FULFILLED BY KONICA MINOLTA

☐ Rebate

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the company named above, the sum of

\$ \_\_\_\_\_, representing our special incentive towards the lease or purchase of new KMBS product(s), provided KMBS

receives payment in full from the lease company (for a lease agreement) or from the purchaser (for a purchase agreement)

Reimbursement or Rebate check will be issued in approximately eight (8) to ten (10) weeks from the date of installation of the new equipment  
Not binding on KMBS until signed by KMBS Branch Manager or Director of Sales

## Customer

Name \_\_\_\_\_

Please print

Signature \_\_\_\_\_

Date

Title \_\_\_\_\_

## Konica Minolta Business Solutions U.S.A., Inc.

Name \_\_\_\_\_

Please print

Signature \_\_\_\_\_

Date

Title KMBS Representative

Name \_\_\_\_\_

Please print

Signature \_\_\_\_\_

Date

Title KMBS Branch Manager / Director of Sales



## EQUIPMENT REMOVAL AUTHORIZATION

Company Name:	<u>OAK PARK RIVER FOREST</u>		Make	<u>                    </u>	Model	<u>XEROX 6135</u>	Serial #	<u>W11034212</u>
	<u>HIGH SCHOOL</u>		Make	<u>                    </u>	Model	<u>                    </u>	Serial #	<u>                    </u>
			Make	<u>                    </u>	Model	<u>                    </u>	Serial #	<u>                    </u>
			Make	<u>                    </u>	Model	<u>                    </u>	Serial #	<u>                    </u>

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up. The undersigned represents that he/she is an authorized representative of the Customer and has the authority to bind the Customer to this Agreement.

<p><b>Customer</b></p> <p><b>Name</b> _____</p> <p style="text-align: center;">Please print</p> <p><b>Signature</b> _____</p> <p style="text-align: right;">Date _____</p> <p><b>Title</b> _____</p>	<p><b>Konica Minolta Business Solutions U.S.A., Inc.</b></p> <p><b>Name</b> _____</p> <p style="text-align: center;">Please print</p> <p><b>Signature</b> _____</p> <p style="text-align: right;">Date _____</p> <p><b>Title</b> _____</p>
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☒ **Lease Company Owned Asset:**

Lease Company Name: BANK OF AMERICA Lease #: 008-2262681-000

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Trade up with Return | <p>KMBS will resolve current lease obligation at no expense to the customer.</p> <p>Asset belongs to the Lease Company. KMBS will ship back to the Lease Company.</p>  |
| <input type="checkbox"/> Upgrade to Keep                 | <p>KMBS will resolve current lease obligation.</p> <p>Asset belongs to KMBS unless otherwise stated below.</p>   |
| <input type="checkbox"/> Buyout to Keep                  | <p>KMBS will resolve current lease obligation.</p> <p>Asset belongs to KMBS unless otherwise stated below.</p>   |
| <input type="checkbox"/> End of Lease Return             | <p>Asset belongs to the Lease Company. KMBS will ship back to the Lease Company and invoice customer \$ ____.</p> <p>It is the responsibility of the Customer to first provide Return Authorization and shipping instructions to KMBS.</p> |

**Comments:**

ALL REMAINING OBLIGATIONS ARE TO BE FULFILLED BY KONICA MINOLTA BUSINESS SOLUTIONS

<p><b>Customer</b></p> <p><b>Name</b> _____</p> <p style="text-align: center;"><small>Please print</small></p> <p><b>Signature</b> _____</p> <p style="text-align: center;"><small>Date</small></p> <p><b>Title</b></p>	<p><b>Konica Minolta Business Solutions U.S.A., Inc</b></p> <p><b>Name</b> _____</p> <p style="text-align: center;"><small>Please print</small></p> <p><b>Signature</b> _____</p> <p style="text-align: center;"><small>Date</small></p> <p><b>Title</b></p>
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## LEASE COMPANY USE

- ☐ Approved Customer has fulfilled its obligation on current lease.
- ☐ Contingent Approval Customer has lease balance of \$ \_\_\_\_\_ which needs to be satisfied.

RA # \_\_\_\_\_ Shipping Instructions \_\_\_\_\_

Name	Signature	Title	Date
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## MyKMBS.COM ACCESS REQUEST

Customer Name: OAK PARK RIVER FOREST HIGH SCHOOL

Business Class: ☐ Key Account ☐ National ☐ Government ☒ Brand

New or Existing Customer: ☐ New ☒ Existing

SAP Account #: \_\_\_\_\_  
To open at logging

Serial Number(s):	1 _____	4 _____	7 _____
<small>(1 - 3, 4, 5, 6, 7, 8, 9)</small>	2 _____	5 _____	8 _____
	3 _____	6 _____	9 _____

USER

Role: ☒ Fleet Manager\* ☐ Local Manager\*\* ☐ Motors Only ☐ Order Supplies Only ☐ Service Calls Only

(If Fleet Manager or Local Manager is selected, also check one of the following)

☐ Set up to view all locations ☐ Set up to view only the location(s) linked to specified serial number(s)

First Name: MIKE

Last Name: CARIOSCIO

Email: MCARIOSCIO@OPRFHS.ORG

USER

Role: ☒ Fleet Manager\* ☐ Local Manager\*\* ☐ Motors Only ☐ Order Supplies Only ☐ Service Calls Only

(If Fleet Manager or Local Manager is selected, also check one of the following)

☐ Set up to view all locations ☐ Set up to view only the location(s) linked to specified serial number(s)

First Name: TIM

Last Name: KEELEY

Email: TKEELEY@OPRFHS.ORG

USER

Role: ☐ Fleet Manager\* ☐ Local Manager\*\* ☐ Motors Only ☐ Order Supplies Only ☐ Service Calls Only

(If Fleet Manager or Local Manager is selected, also check one of the following)

☐ Set up to view all locations ☐ Set up to view only the location(s) linked to specified serial number(s)

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Email: \_\_\_\_\_

\* Fleet Manager - All capabilities of Local Managers as well as the ability to manage users and see reports

\*\* Local Manager - Gives user the ability to place supply orders, initiate service calls, report meter reads and pay invoices by credit card

Have customer alert his/her IT Department to accept the following email addresses

metareads@kmb.konicaminolta.us activation@kmb.konicaminolta.us extranet@kmb.konicaminolta.us

KMBS

Representative: \_\_\_\_\_ Territory Code: \_\_\_\_\_

Sales Manager: \_\_\_\_\_ Territory Code: \_\_\_\_\_

Key Account Manager: \_\_\_\_\_ Territory Code: \_\_\_\_\_

Branch Name: \_\_\_\_\_ Branch Number: \_\_\_\_\_

Branch forms are to be submitted with your sales order to your local branch administrators

For Key, National, Government, and Windsor Commercial Accounts, email completed form to mykmb.nad@kmb.konicaminolta.us

COMMENTS

*Oak Park and River Forest High School*  
*District 200*  
201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education  
FROM: Phil Prale  
DATE: January 18, 2011  
RE: SES Contract Approval

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**BACKGROUND**

The No Child Left Behind Act requires that the District 200 commit 20% of its Title I allocation to supplemental educational services (SES) with an approved provider. The state provides a list of providers who are willing to work with the school district. That list is reduced through a series of contacts with the providers and the eligible families eligible for the services. Contracts are then written with the providers selected by the parents.

**SUMMARY OF FINDINGS**

- This year a large number of families selected as their SES provider the Northshore Academics, Inc. d.b.a. Sylvan Learning Center.
- The total value of the contract with Northshore Academics, Inc. d.b.a. Sylvan Learning Center could exceed \$25,000.
- The Board of Education must approve all contracts in excess of \$25,000.
- The Northshore Academics, Inc. d.b.a. Sylvan Learning Center contract is attached for Board review.

**RECOMMENDATION**

The Northshore Academics, Inc. d.b.a. Sylvan Learning Center contract will be presented for approval at the January 18<sup>th</sup> Special Board of Education meeting.

**January 2011**  
**SUPPLEMENTAL EDUCATIONAL SERVICES**  
**PROVIDER CONTRACT**

**CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES**  
**FOR THE 2010 - 2011 SCHOOL YEAR**

**By and Between**

**Oak Park River Forest High School District No. 200**

**And**

**Northshore Academics, Inc. d.b.a. Sylvan Learning Center**

THIS CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES FOR THE 2010 - 2011 SCHOOL YEAR (this "Agreement") is entered into this 4th day of January, 2011, by and between the Board of Education of Oak Park River Forest High School District 200 (the "District"), a body politic and corporate created pursuant to the laws of the State of Illinois, and Northshore Academics, Inc. d.b.a. Sylvan Learning Center (the "Provider"), a private educational company created pursuant to the laws of the State of Illinois. The Provider and the District are collectively referred to as the "Parties", and each, a "Party".

**WITNESSETH:**

WHEREAS, one or more schools within the District has not made adequate yearly progress for at least three consecutive years in accordance with Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 ("NCLB");

WHEREAS, under NCLB, students from low-income families attending such schools ("eligible students") are eligible to receive additional academic instruction designed to increase academic achievement outside of the regular school day, which may include academic assistance such as tutoring, remediation and other educational interventions ("supplemental educational services" or "SES");

WHEREAS, the Provider has been approved by the Illinois State Board of Education ("ISBE") to provide SES within the State of Illinois in accordance with ISBE's application process established pursuant to NCLB; and

WHEREAS, at least one parent or guardian of an eligible student ("Parent") has selected Provider to furnish their child with SES for the school year referenced in the Preamble.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

**1. PURPOSE AND STATEMENT OF WORK.** The Provider shall perform all terms, conditions and provisions contained in the scope of services description attached hereto as Exhibit A (collectively, the "Services"). The Provider shall perform the Services (i) with a high degree of skill, care and diligence, and (ii) in accordance with the highest professional standards. The Provider shall provide qualified and trained personnel and all materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Provider will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Provider shall be an independent contractor. Neither the Provider nor its personnel or subcontractors shall be considered agents or employees of the District. The Provider acknowledges and agrees that the responsibility for payment of all taxes, employees' salaries and contracts or other expenses of the Provider shall be the Provider's obligation.

The Provider's use of District Facilities in connection with the Services shall be in accordance with Exhibit C.

2. **TERM.** This Agreement shall become effective on the date first written above and shall, subject to any earlier termination as provided herein, terminate on August 1, 2011.

3. **PAYMENT, EXPENSES AND BILLING.**

a. Initial Per-Pupil Contract Amount: Under NCLB and 23 Ill. Adm. Code 675 (the "SES Administrative Rules"), the maximum per-pupil amount the Provider is permitted to charge the District for SES is limited to the lesser of: (i) the District's per-pupil allocation under Part A of Title 1 of NCLB; or (ii) the actual cost of the services ("actual cost"). The District's per-pupil allocation under Part A of Title 1 of NCLB is \$1,098.06. (the "Per-Pupil Allocation"). In accordance with the SES Administrative Rules, the Provider must establish a reasonable estimate of its actual cost for purposes of its agreement with the District through the cost reporting process established by ISBE. The Provider's reasonable estimate of its actual cost for the provision of SES in non-District facilities is [\$ N/A ]. This reasonable estimate is allocated as follows among the four expense categories set forth in the SES Administrative Rules:

Program Expenses	\$ <u>N/A</u>
Occupancy Expenses	\$ <u>N/A</u>
Curriculum Development Expenses	\$ <u>N/A</u>
Administrative and General Expenses	\$ <u>N/A</u>

The Provider's reasonable estimate of its actual per pupil cost for the provision of SES in District Facilities is \$1098.06, based on a maximum of 32 hours of tutoring per child and a cost of \$34.31 Per-Pupil Hourly Rate. This reasonable estimate is allocated as follows among the four expense categories set forth in the SES Administrative Rules:

Program Expenses	\$ <u>4435.00</u>
Occupancy Expenses	\$ <u>0.00</u>
Curriculum Development Expenses	\$ <u>1775.00</u>
Administrative and General Expenses	\$ <u>2500.00</u>

Accordingly, the "Initial Per-Pupil Contract Amount" shall be the lesser of the Per-Pupil Allocation or the applicable reasonable estimate of the actual cost reported to ISBE and set forth herein. The Provider and District acknowledge and agree that the Provider's reported costs set forth in this Paragraph are subject to review by ISBE and, if the Provider is a non-governmental entity serving more than 50 students, the costs are subject to verification by a Licensed Certified Public Accountant, and that the costs are accordingly subject to adjustment based on such review.

The Provider's approved application with ISBE establishes a 32 hour program for the District. Therefore, the Provider's "Per-Pupil Hourly Rate" is \$ 34.31.

b. Billings: The Provider shall be paid the Per-Pupil Hourly Rate, based upon actual attendance by students at a session of the Provider's program as reported to ISBE and the District through ISBE's tracking system, and shall not be compensated the Per-Pupil Hourly Rate for students not attending a session. The Provider shall submit billings with such supporting documentation as the District may request at least monthly, including one of the billing reports available to the Provider through ISBE's tracking system. Billing shall be submitted to the contact person and address listed in Paragraph 10a hereof. If the District, in good faith, deems any of the obligations required of the Provider to not meet the requirements of this Agreement, it may withhold payment billed by the Provider until such insufficiency is corrected. The District shall not be obligated to pay for any Services not in compliance with this Agreement or the requirements of 23 Ill. Adm. Code 675. In the event of early termination of this Agreement, the District shall only be obligated to pay amounts incurred up to the date of termination.



c. Final Payment. No later than sixty days after the Provider's conclusion of SES within the District, the Provider must report to both ISBE and the District its cost of SES within the District during the term of this Agreement in accordance with the SES Administrative Rules. The final amount paid to the Provider shall be the lesser of (i) its actual cost of SES within the District, as established and reported in accordance with the SES Administrative Rules; or (ii) the Per-Pupil Hourly Rate, multiplied by the hours of student attendance in the provider's program. Further, the District shall not pay to the Provider any amount that, on a per-pupil basis based upon the Provider's cost report to ISBE, exceeds the Provider's reasonable estimate for any of the four expense categories set forth in Paragraph 3.a. The District shall withhold twenty percent (20%) of the amount owed to the Provider for services during the 2010-2011 school year pending the reporting of the Provider's cost of SES within the District. Final payment by the District, or the repayment of any amounts overpaid to the Provider, shall occur by the later of: (i) thirty days from the Provider's submission of its cost report to ISBE and the District; or (ii) June 30, 2011.

d. No Additional Compensation. The Provider shall not charge any other fees nor seek any payment and/or compensation of any kind whatsoever from Students or Parents for the Services provided under this Agreement.

#### **4. CONFIDENTIAL INFORMATION**

a. Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

b. Covenant Not to Disclose. With respect to the other Party's Confidential Information, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

c. Student Records. Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

#### **5. DEFAULT AND TERMINATION**

a. Provider Default: The occurrence of any one or more of the following matters constitutes a default by the Provider under this Agreement (a "Provider Default"):

- (i) The Provider becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due; Provider makes a general assignment for the benefits of its creditors;
- (ii) The Provider shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Provider or of the Provider's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Provider or for all or any part of the Provider's property;

- (iii) any case, proceeding or other action against the Provider shall be commenced (a) seeking to have an order for relief entered against the Provider as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Provider or the Provider's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Provider or for all or any part of the Provider's property;
- (iv) The breach of any representation, certification or warranty made by the Provider in this Agreement or in the Provider's application approved by ISBE;
- (v) The Provider attempts to assign, convey or transfer this Agreement or any interest herein without District's prior written consent;
- (vi) The Provider fails to observe or perform any other covenant, agreement, obligation, duty or provision of this Agreement, and such failure continues for thirty (30) days after the Provider's receipt of written notice thereof from District; or
- (vii) The Provider discloses the public identity of any student who is eligible for or who receives Services without the written permission of the Parents.

b. Notification to the State Superintendent of Education; Termination of Services. Upon the occurrence of a Provider Default, the District shall provide written notification to the State Superintendent of Education. The State Superintendent of Education shall require information from both the Provider and the District to determine the validity of the declaration of the Provider Default. Following the receipt of such information, the State Superintendent of Education shall either (i) permit the District to proceed with the termination of this Agreement; (ii) permit the District to proceed with the termination of SES at a particular school, if performance issues are localized, whereupon the Parties shall amend this Agreement to reflect the same; (iii) institute a corrective action plan in accordance with the SES Administrative Rules, whereupon the Parties shall amend this Agreement to reflect the same; or (iv) invalidate the declaration of a Provider Default. Any damages incurred by District as a result of a Provider Default shall be borne by the Provider at its sole cost and expense, shall not be payable as part of the contract amount set forth in Paragraph 3(a) and shall be reimbursed to District by the Provider upon demand.

c. Termination of Services to a Particular Student. A school district may, upon ten (10) days prior written notification to the Provider and the State Superintendent of Education, terminate the services a Provider is providing to a particular student if the Provider is unable to meet the student's specific achievement goals set forth in the student's ILP. Any such termination shall be separate and apart from the default and termination procedures set forth in Paragraphs 5.a. and 5.b.

d. Immediate Cancellation. The District may cancel this Agreement immediately, without fault or penalty, if ISBE revokes its approval of the Provider, or if funds are no longer made available for this Agreement through action of either the State or Federal government.

## **6. INDEMNIFICATION AND INSURANCE.**

a. General Indemnification. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold harmless District, its board, and its officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Provider, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Provider or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret; or (iv) the breach of any representation or warranty provided by the Provider herein.

b. Insurance Requirements. The Provider shall maintain insurance policies in sufficient amounts to protect the District from liability for acts of the Provider and risks and indemnities assumed by the Provider. Such policies shall include, without limitation, the following:

(i) A broad form Commercial General Liability Insurance policy including a waiver of subrogation endorsement in favor of District, and endorsements adding, at a minimum, the following coverages: Premises and Operations Liability, Personal Injury Liability (with employee and contractual exclusions deleted), Broad Form Property Damage Liability, Broad Form Contractual Liability supporting the Provider's indemnification agreements in favor of District, Completed Operations and Products Liability for a period of not less than three (3) years following the date of final payment hereunder, and Independent Provider's Protective Liability. The Commercial General Liability Policy must be written with a combined single limit of liability of not less than [\$1,000,000] for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than [\$1,000,000] for bodily injury and/or property damage, and an annual aggregate of liability of not less than [\$1,000,000] for Completed Operations and Products Liability.

(ii) A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rented, leased and non-owned automobiles, written with a combined single limit of liability of not less than [\$500,000] for each occurrence of bodily injury and/or property damage.

(iii) A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) [\$500,000] for bodily injury by accident, each accident, (ii) [\$500,000] for bodily injury by disease, each employee, and (iii) [\$500,000] aggregate liability for disease.

Upon execution of this Agreement, the Provider shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph. The policies specified above shall be placed with insurance coverages reasonably acceptable to the District, shall name the District and its board members, officers and employees as additional insureds (excluding the Worker's Compensation Policy), and shall incorporate a provision requiring the giving of notice to the District at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise agreed to in writing by District, the Provider shall cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Provider hereunder.

**7. SUBCONTRACTOR DISCLOSURE.** As of the effective date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated Amount
N/A	N/A	N/A
N/A	N/A	N/A

If during the term of this Agreement, the Provider wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Provider must first obtain District's prior written approval including appropriate background and fingerprint checks. Provider agrees to abide by the restrictions in 23 Ill Adm Code 675.30 regarding the employment of district or district-related personnel.

**8. RECORD-KEEPING.** The Provider and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the District under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Provider for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the services, and by the subcontractor for a period of five (5) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The five- (5) year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Paragraph shall be available for review or audit by representatives of the District upon reasonable notice and during normal business hours. The Provider and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Agreement for which adequate books and records are not available to support the purported disbursement. The Provider shall not impose a charge for audit or examination of the Provider's books and records.

## **9. COOPERATION**

Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide a quality SES program for students within the District. The Provider shall cooperate with District representatives visiting and observing tutoring sessions, interviewing students and Parents and taking such other actions deemed necessary by the District to administer and evaluate the Services and the District's overall SES program. Until otherwise directed in writing by the District, the Provider may prepare and disseminate news or informational releases, public announcements or confirmation of same, on any part of the subject matter of this contract.

**10. GENERAL PROVISIONS.**

- a. Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

For District:  
Oak Park & River Forest High School  
District 200  
Attention: Cheryl Witham  
201 N. Scoville Avenue  
Oak Park, Illinois 60302  
Facsimile: (708) 434-3264

For Provider:  
Northshore Academics, Inc., d.b.a.  
Sylvan Learning Center  
Attention: Amy Jorgensen  
958 W. US Highway 30  
Schererville, IN 46375  
Facsimile: \_219-322-6229\_

- b. Program Managers. Each Party hereby designates the following Program Managers who will oversee the implementation of the Services within the District:

For the Provider: Jennifer DiTola – Sylvan Learning Center

For the District: Philip Prale. Oak Park & River Forest High School

Each Party may from time to time change the designation of the Program Manager by notice given to the other Party in accordance with Paragraph 10.a.

- c. Amendment. This Agreement may only be amended in writing signed by both Parties.
- d. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. The matters recited on the first few pages of this Agreement are hereby incorporated into and made a part of this Agreement.
- e. Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the express terms and conditions set forth in the main body of this Agreement shall be controlling over any term and condition contained in the Exhibits attached hereto, and that any ambiguity shall be resolved by first applying the terms and conditions set forth in the main body of this Agreement.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g. Compliance With Laws. The Provider shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Provider's services. The Provider shall secure, pay for and maintain all registrations, licenses, certifications, permits or approvals which relate to the provision of its Services. If the Provider should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the Services, the Provider shall immediately notify District in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of District.
- h. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

- i. Time is of the Essence. Time is of the essence of this Agreement.
- j. Ownership of Records. All records, reports, documents or other material delivered to or transmitted to the District pursuant to this Agreement shall remain the property of the District.
- k. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to the District and/or the Provider as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to District and/or the Provider in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- l. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- m. No Waiver. No course of dealing or failure of the District and/or the Provider to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- n. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.
- o. Certifications and Assurances. The Provider represents and warrants that all of the certifications and assurances set forth on Exhibit B attached hereto are and shall remain true and correct.
- p. Exhibits. The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PROVIDER CERTIFICATIONS AND ASSURANCES

EXHIBIT C - CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Oak Park & River Forest High School

Northshore Academics, Inc.  
d.b.a. Sylvan Learning Center

\_\_\_\_\_  
District Authorized Signature

\_\_\_\_\_  
Provider Authorized Signature

Its: \_\_\_\_\_

Its: Representative Kirsty Tawles

Date: \_\_\_\_\_

Date: 1-5-11

EXHIBIT A  
SCOPE OF SERVICES

1. General Requirements

The Provider shall cause SES to be delivered to eligible students enrolled in the Provider's program in accordance with this Agreement, the Provider's application as approved by ISBE and as may be amended from time to time, the SES Administrative Rules (23 Ill. Adm. Code 675) and all other applicable Laws, and the student's Individual Learning Plan ("ILP"). The Provider acknowledges that in accordance with the SES Administrative Rules, the Provider's program must:

- include an appropriate, nationally recognized diagnostic assessment for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- use targeted remediation/instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- include a post assessment linked to the diagnostic assessment to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- align with the Illinois Learning Standards set forth at 23 Ill. Adm. Code 1, Appendix D, in the area of reading and/or mathematics;
- be consistent with the academic program a student experiences in the regular school day; and
- use instructional practices that are high quality, research based, and specifically designed to increase students' academic achievement.

The Provider will provide Services that are aligned to the student's ILP, and in a manner that allows the timetable written in the ILP to be met.

2. Assignment of Students

The District will provide Parents of eligible students with a listing of supplemental educational service providers seeking to provide services within the District. The District will include with this listing the abbreviated program description submitted by the Provider to ISBE with its application, and such other marketing materials/flyers provided by the Provider to the District in sufficient quantities for distribution. Parents will be required to complete an enrollment form and then return it to the District. The District will assign eligible students to the Provider in accordance with selections made by Parents. The Provider will adhere to District procedures regarding the selection of students if sufficient funds are not available for all students seeking supplemental educational services. The list of assigned students is subject to change from time to time based upon subsequent Parental requests and student transfers. The Provider may not impose any additional criteria on the admission or assignment of eligible students to its program (subject to limitations on capacity or inability to serve limited English proficiency students or students with disabilities).

3. Meetings

Upon receipt of the assigned student list, the Provider must schedule an orientation conference with the principal of each assigned student's home school. During such conference, the Provider and principal will develop an outreach plan to contact Parents. If the Provider is using District facilities, the principal will also explain all policies, procedures and guidelines related to the delivery of services on school property. The principal will also identify the school's designated SES coordinator.

Prior to the commencement of a student's SES, the Provider will meet with the student's Parent(s) and District personnel to develop statements of specific achievement goals for the student to be set forth in the student's ILP. The Provider will meet with Parents at the end of the Provider's program to discuss the student's progress over

the course of the year and to obtain the Parent's assessment of the Provider's program through the Parent Survey.

During the term of this Agreement, the Provider will meet with representatives of the District to discuss the Provider's overall program or an individual student's progress at such times and at such frequency as the District may reasonably request.

#### 4. Notifications

The Provider shall immediately notify the District's Program Manager in writing of any assigned student who fails to attend three consecutive sessions. The Provider shall provide advance notice to the District Program manager any time its tutor will be unable, for any reason, to conduct a scheduled tutoring session. Any tutoring sessions that are cancelled due to tutor no-shows must be rescheduled as soon as possible on a date to be mutually agreed upon by the District Program Manager and the Provider.

The Provider shall immediately report to the District any injuries sustained by students during the course of the Services. The Provider shall promptly notify the District of any grievances received by Parents.

#### 5. Reporting

The Provider must report attendance through the ISBE STARS system for all students participating in the Provider's program recording their participation in, or absence from, tutoring sessions.

The Provider must submit progress reports to Parents and teachers/schools on a monthly basis. The Parent's copy of the report must be mailed to the parents by the 30<sup>th</sup> of each month. The school's copy can be mailed or hand-delivered by the 30<sup>th</sup> of each month. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.) A copy of the Progress Report and the student's sign-in sheet must also be sent to the District representative with each invoice for payment. If Parents or teachers desire more frequent reporting, this additional reporting will be set forth in a student's ILP. The final progress report must describe the student's performance on the post-assessment delivered by the Provider, and include an assessment of whether the Provider met the objectives for the student set out in the ILP. An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student.

In addition, within 60 days after a Provider's conclusion of SES for the SES reporting period, the Provider shall submit a report to ISBE and to each district in which the Provider operates. This report shall include:

- 1) information on the students served;
- 2) details of any complaints received from teachers or parents;
- 3) the percentage of students meeting the academic goals set out in their Individual Learning Plans;
- 4) updates and revisions to any information set forth in the Provider's approved application (including the submission of all information required by Section 675.50 of this Part not previously reported by the Provider); and
- 5) an assurance that all other information set forth on the Provider's approved application, as may be updated from time to time, remains true and correct.

## EXHIBIT B

### PROVIDER CERTIFICATIONS AND ASSURANCES

The Provider hereby represents and warrants to the District that the following certifications and assurance are and shall remain true and correct:

- i. All individuals providing Services to children meet, at a minimum, the requirements for paraprofessionals under the No Child Left Behind Act of 2001;
- ii. The Provider is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and duly qualified to conduct business in Illinois;
- iii. In the case of students with disabilities, the Provider's program will support the implementation of the student's Individualized Education Program under Section 614(d) of the Individuals with Disabilities Education Act and provide services consistent with section 504 of the Rehabilitation Act of 1973.
- iv. All instruction and content shall be secular, neutral and not ideological.
- v. All Services will be provided outside of the regular school day.
- vi. The Provider will respect the confidentiality of student records and share this information only with Parents and appropriate school personnel. The Provider will not disclose to the public the identity of any student who is eligible for, or receiving, SES without the prior written permission of the Parents.
- vii. In accordance with 105 ILCS 5/10-21.9, all individuals providing Services to children will have successfully completed a criminal background check, and evidence will be provided to the District of the same.
- viii. In accordance with 105 ILCS 5/24-5, individuals providing Services to children will be in good health and free of communicable disease, and evidence will be provided to the District of the same.
- ix. The Provider will not discriminate on the basis of race, national origin, sex or disability in accepting students and providing students with Services. The Provider shall not, on the basis of disability, exclude a qualified student with disabilities or a student covered under Section 504 if the student can, with minor adjustments, be provided Services designed to meet the individual needs of the student.
- x. The program information submitted herein, as well as the information contained in the Provider's ISBE-approved application, shall be consistent with the Services offered pursuant to this Agreement.
- xi. The Provider shall comply with all requirements set forth in 23 Ill. Adm. Code 675 including, but not limited to, the SES Provider Code of Ethics set forth in 23 Ill. Adm. Code 675.30.
- xii. The Provider has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the Services.



## EXHIBIT C

### CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES

Facilities and Equipment Usage. Provider, its employees or agents performing Services, shall be permitted to enter upon and utilize District facilities in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by Oak Park and River Forest High School District 200. Provider shall provide advance notice to the District's Director of Buildings and Grounds of any such intended use of school property to furnish Services hereunder. In those instances where Provider is authorized to utilize a District facility and related equipment to provide Services, Provider shall establish a usage schedule with the Director of Buildings and Grounds.

Conditions of Use. Provider accepts the school premises and equipment in an as-is condition, and Provider is solely responsible for determining that such premises and equipment are suitable for its program use. Consent to enter upon and use District property given by the Director of Buildings and Grounds and Board of Education shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the District. The Director of Buildings and Grounds shall have the authority to the maximum extent possible to direct and condition Provider's use of a school in performing the Services set forth herein. Provider shall not conduct any other business on District property other than the Services and other matters associated with this Agreement. Provider shall use, and shall cause each of its employees and agents to use, the highest degree of care when entering upon and utilizing any property owned by the District in connection with the Services. Provider shall be responsible for the costs associated with the repair and restoration of any school property that is damaged as a result of Provider's usage, reasonable wear and tear excepted. Provider shall comply, and shall cause each of its employees and agents to comply, with any and all instructions, requirements and licenses for the use of such property. Any and all third party claims, suits or judgments, costs or expenses, including attorneys' reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the insurance and indemnification provisions contained in the Agreement and set forth by the District.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID VI  
NORTH08

DATE (MM/DD/YYYY)

02/09/10

<b>PRODUCER</b>  Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington NY 11743 Phone: 631-421-2424 Fax: 631-421-2004		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  Northshore Academics Corp dba Sylvan 958 W US Highway 30 Schererville IN 46375		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A Travelers Indemnity Co of	
		INSURER B Travelers Indemnity Company	
		INSURER C	
		INSURER D	
		INSURER E	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input checked="" type="checkbox"/> LOB	680-1891N178-TIA-10	02/03/10	02/03/11	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000				
	MED EXP (Any one person)	\$ 5000				
	PERSONAL & ADV INJURY	\$ 1000000				
		GENERAL AGGREGATE	\$ 2000000			
		PRODUCTS - COMP/OP AGG	\$ 2000000			
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	680-1891N178-TIA-10	02/03/10	02/03/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	BODILY INJURY (Per person)	\$				
	BODILY INJURY (Per accident)	\$				
	PROPERTY DAMAGE (Per accident)	\$				
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY AGG \$
B		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$5000	CUP-2429T279-IND-10	02/03/10	02/03/11	EACH OCCURRENCE \$ 1000000
	AGGREGATE	\$ 1000000				
		\$				
		\$				
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	UB-2429T359-10	02/03/10	02/03/11	<input checked="" type="checkbox"/> WC STATE TORY LIMITS <input type="checkbox"/> OTHER
	E L EACH ACCIDENT	\$ 500000				
	E L DISEASE - EA EMPLOYEE	\$ 500000				
	E L DISEASE - POLICY LIMIT	\$ 500000				
		<b>OTHER</b>				<b>BUILDING</b> 52500
						<b>PROPERTY</b> 157500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

OAKPARK

Oak Park River Forest HS  
201 N Scoville Avenue  
Oak Park IL 60302-2296

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

*Oak Park and River Forest High School*  
*District 200*  
201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Dale Craft, Summer School Director

DATE: January 18, 2011

RE: Recommendation for 2011 Summer School Session

**INFORMATION SUMMARY**

The Oak Park and River Forest High School's 2011 Summer Session is scheduled to begin on Wednesday, June 15, 2011 and end on Friday, July 22, 2011. Three sessions will be offered each day with the last session devoted to the summer musical. No school will be held on Monday, July 4, 2011. This calendar provides 27 days of instruction during the summer session.

Attached are budgets from recent years and a projection for the coming summer. At this time, no significant changes are planned for the summer course offerings. We will continue to offer a wide selection of general, enrichment, and remedial classes.

At this time, I am recommending a small increase of \$5.00 in the tuition cost for each section this summer. This small increase will raise the cost to \$185.00 per session. This is the first tuition increase in three years. I am also recommending an increase of \$50.00 for teacher compensation per section. This represents a 2.25% increase and will bring the compensation to \$2,500.00 per section taught.

**RECOMMENDATIONS**

Approve the proposed 2011 Summer School dates, tuition, and salary rates at the January 27, 2011 meeting of the Board of Education.

## 2011 SUMMER SCHOOL PROPOSED PROJECTIONS

Total Number of Registrations (2005-2009) Paid Registrations (2010)						Proposed
Year	2005	2006	2007	2008	2009	2010
	1683	1767	1630	1786	1728	1499
						1540

Number of Students						
Year	2005	2006	2007	2008	2009	2010
	1217	1202	1168	1186	1230	1207
						1200

Tuition Cost						
Year	2005	2006	2007	2008	2009	2010
	\$165	\$170	\$175	\$180	\$180	\$180
						\$185

Teacher Salaries						
Year	2005	2006	2007	2008	2009	2010
	\$2150	\$2250	\$2300	\$2350	\$2400	\$2450
						\$2500

**OAK PARK AND RIVER FOREST HIGH SCHOOL  
FIVE YEAR SUMMER SCHOOL PROFIT & LOSS ANALYSIS**

	Summer 2006	Summer 2007	Summer 2008	Summer 2009	Summer 2010	Summer 2010	Summer 2011
	Actual	Actual	Actual	Actual	Budget	Actual	Proposed Budget
<b>REGULAR ACADEMIC PROGRAM</b>							
<b>REVENUE</b>							
Academic course fees	243,070.00	251,671.00	279,106.00	256,614.00	261,000.00	253,007.00	268,250.00
Academic supply fees	-	-	4,850.00	6,380.00	6,125.00	5,417.00	5,625.00
Sports camp administration fee	32,085.00	28,335.00	31,470.00	31,695.00	30,000.00	30,450.00	30,000.00
Oak Park Youth Services grant	-	3,500.00	2,400.00	2,700.00	3,000.00	2,900.00	3,000.00
Total revenue	275,155.00	283,506.00	317,826.00	297,389.00	300,125.00	291,774.00	306,875.00
<b>EXPENDITURES</b>							
Academic stipends	219,697.00	223,241.00	195,605.00	189,600.00	200,900.00	187,700.00	205,000.00
Driver Ed stipend	-	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Dean of discipline	5,778.00	6,133.00	5,937.00	-	5,400.00	5,400.00	5,500.00
Security	6,078.00	5,931.00	8,967.00	10,571.00	10,600.00	11,277.00	11,955.00
Library director	2,908.00	3,067.00	2,697.00	3,200.00	3,267.00	3,267.00	3,365.00
Library support staff	5,978.00	4,972.00	6,043.00	6,310.00	6,325.00	6,277.00	6,655.00
Computer lab aide	-	-	-	2,840.00	2,900.00	2,920.00	3,095.00
Director	12,402.00	8,000.00	9,000.00	9,000.00	9,000.00	9,000.00	10,000.00
Nurse	4,500.00	4,600.00	4,900.00	4,800.00	4,900.00	4,900.00	5,000.00
Office clerical help	5,287.00	4,609.00	7,350.00	4,723.00	4,800.00	5,050.00	5,350.00
Office clerical other benefits	-	-	1,022.00	1,036.00	1,100.00	1,045.00	1,100.00
IMRF/FICA/Medicare	3,718.00	7,831.00	7,265.00	7,643.00	8,000.00	7,928.00	8,170.00
TRS	1,273.00	1,422.00	1,210.00	1,139.00	1,400.00	1,205.00	1,240.00
TRS health insurance	640.00	1,473.00	1,314.00	1,245.00	1,500.00	1,334.00	1,375.00
Contractual services	150.00	-	-	367.00	-	-	-
Computer software	-	-	4,032.00	3,568.00	-	-	-
Supplies	10,708.00	10,376.00	10,314.00	11,093.00	11,300.00	10,150.00	11,300.00
Academic grants	-	-	-	-	9,720.00	9,380.00	8,880.00
Transportation	1,250.00	585.00	-	-	-	-	-
Total expenditures	280,367.00	283,740.00	267,156.00	258,635.00	282,612.00	268,333.00	289,485.00
Surplus/(deficit)	(5,212.00)	(234.00)	50,670.00	38,754.00	17,513.00	23,441.00	17,390.00

# SUMMER MUSICAL PROGRAM

## REVENUE

Summer musical course fee	11,604.00	13,455.00	16,095.00	19,620.00	18,000.00	16,070.00	16,650.00
Summer musical class fee	-	-	3,480.00	4,360.00	4,000.00	3,720.00	3,600.00
Summer musical admission fee	6,783.00	7,169.00	9,259.00	10,124.00	9,000.00	9,277.00	9,000.00
Total summer musical revenues	18,387.00	20,624.00	28,834.00	34,104.00	31,000.00	29,067.00	29,250.00

## EXPENSES

Musical expenditures	9,481.00	10,621.00	9,127.00	11,754.00	12,000.00	9,553.00	11,000.00
Musical stipends	10,258.00	14,000.00	12,050.00	15,644.00	16,000.00	16,000.00	16,500.00
Summer musical IMRF/FICA	314.00	73.00	834.00	942.00	975.00	1,105.00	1,140.00
Summer musical TRS health ins.	37.00	22.00	48.00	63.00	75.00	69.00	75.00
Summer musical TRS	40.00	55.00	43.00	58.00	75.00	63.00	75.00
Total summer musical expenses	20,130.00	24,771.00	22,102.00	28,461.00	29,125.00	26,790.00	28,790.00
Surplus/(deficit)	(1,743.00)	(4,147.00)	6,732.00	5,643.00	1,875.00	2,277.00	460.00

***Oak Park and River Forest High School***  
***District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education

FROM: Micheline Piekarski

DATE: January 18, 2011

RE: NIIPC Commodity Foods and Selected Commercial Foods Contract RFP

---

**BACKGROUND**

On December 15, 2010, RFP's were solicited for the NIIPC Commodity Foods and Selected Commercial Foods contract. This contract incorporates commodities sold to the NIIPC school districts. Specifications, annual usage and guidelines for the RFP were formulated by the NIIPC RFP team.

**SUMMARY OF FINDINGS**

RFP's were received from the following companies: Bongard Creameries, Land O'Lakes, Inc., ConAgra Foods (Hunts), Red Gold, Heinz, JTM, Advance/Pierre Foods, King's Command Foods, Basic American Foods and J.R. Simplot.

All RFP's were reviewed by the NIIPC evaluation team and the established scoring system was applied to all qualified RFP's:

**Section 1: Technical Score** - Maximum possible score 165 Points

The possible points for each of the following categories:

- 50 pts.** 1) Complete and accurate listing of items specified in IV. 4.9
- 40 pts.** 2) Easy access to online nutritional information.
- 40 pts.** 3) Easy access to online report of monthly commodity drawdown
- 35 pts.** 4) Accurate calculations and extensions of RFP prices

**Section 2: Cost Score** - Maximum possible score of 170 points

In review, all vendors were awarded full value for the technical score based on reference and background checks.

The Cost Score was computed by dividing the vendor's total cost of services into the lowest total cost of all bids, then multiplying by the maximum score for price. See attached matrix for analysis.

Per Section IV, 4.3 in the RFP, the NIIPC reserves the right to award or reject proposals on each item separately, as a group of similar items, or as a whole Vendor award whichever is in the best interest of the NIIPC.

Based on the responses received for the various products, the Committee elected to evaluate the following groups of items together, to be awarded as a group: To award the following groups of products to the following vendors: Tomato products to Red Gold and Instant Potatoes to Basic American.

***Oak Park and River Forest High School***  
***District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

The Board of Education will be asked to award the following products individually to the following vendors: **JTM** will be awarded: the 3.2oz Beef Patty. **Pierre** will be awarded: 2.60oz Beef Patty. **Land O'Lakes** will be awarded: Shredded Mozzarella Cheese, String Cheese and Individual Cheddar Cheese 1oz stick. **Bongards** will be awarded: Sliced American Cheese, Shredded Cheddar Cheese, Individual Cheddar Cheese Sauce Cups and Individual Nacho Cheese Sauce Cups at the January 27<sup>th</sup> Board meeting.



NIIPC  
Ketchup RFP Results  
2011-12

Product	Heinz	Hunts	Red Gold	Quantities	Heinz	Hunts	Red Gold
Ketchup 6/#10 Cans	\$18.00	\$18.32	\$14.83	3,400	\$61,200.00	\$62,288.00	\$50,422.00
Ketchup 2/1.5 gal.	\$14.73	\$17.84	\$12.51	1,500	\$22,095.00	\$26,760.00	\$18,765.00
Ketchup 1000/9gm	\$11.28	\$14.50	\$11.84	7,800	\$87,984.00	\$113,100.00	\$92,352.00
<b>Total</b>					<b>\$171,279.00</b>	<b>\$202,148.00</b>	<b>\$161,539.00</b>
<b>Price Score (170)</b>					159.75	127.26	170.00
<b>Technical Score (165)</b>					165.00	165.00	165.00
<b>Total Score</b>					<b>324.75</b>	<b>292.26</b>	<b>335.00</b>

NIIPC  
Beef Patty RFP Results  
2011-12

Product	Advance/Pierre	King's Command	JTM	Quantities	Advance/Pierre	King's Command	JTM
Beef Patty - 2.45-2.6oz	\$0.1250	\$0.1320	\$0.1410	900,000	\$112,500.00	\$118,800.00	\$126,900.00
<b>Total</b>					<b>\$112,500.00</b>	<b>\$118,800.00</b>	<b>\$126,900.00</b>
<b>Price Score (170)</b>					170.00	160.48	148.24
<b>Technical Score (165)</b>					165.00	165.00	165.00
<b>Total Score</b>					<b>335.00</b>	<b>325.48</b>	<b>313.24</b>
Beef Patty - 3.2oz		\$0.7930	\$0.4320	200,000	No Bid	\$158,600.00	<b>\$86,400.00</b>

NIIPC  
 Instant Potato RFP Results  
 2011-12

Product	Basic American	J.R. Simplot	Quantities	Basic American	J.R. Simplot
Potatoes, Dehydrated Instant	\$0.073	\$0.075	2,750,000	\$200,750.00	\$206,250.00
<b>Total</b>				\$200,750.00	\$206,250.00
<b>Price Score (170)</b>				170.00	165.34
<b>Technical Score (165)</b>				165.00	165.00
<b>Total Score</b>				<b>335.00</b>	<b>330.34</b>

NIIPC  
Cheese RFP Results  
2011-12

Product	Bongards	Land O'Lakes	Quantities	Bongards	Land O'Lakes
Cheese, Mozzarella, Shredded 4/5# cs	\$43.93	\$43.72	500	\$21,965.00	\$21,860.00
Cheese, Mild Cheddar 1oz	\$0.217	\$0.187	200,000	\$43,400.00	\$37,400.00
Cheese, American 160/.5oz/ 5lb	\$1.681	\$1.862	75,000	\$126,075.00	\$139,650.00
Cheese, Cheddar, Shredded 4/5# cs	\$42.73	\$44.17	2,000	\$85,460.00	\$88,340.00
Cheese, Mozzarella String/each	\$0.187	\$0.176	67,200	\$12,566.40	\$11,827.20
Cheddar Cheese Sauce 3oz cup	\$0.427	\$0.462	56,000	\$23,912.00	\$25,872.00
NachoCheese Sauce 3oz cup	\$0.427	\$0.462	56,700	\$24,210.90	\$26,195.40

***Oak Park and River Forest High School  
District 200***

***201 North Scoville Avenue • Oak Park, IL 60302-2296***

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: January 18, 2011

RE: Advisory Leadership Team Composition

---

**BACKGROUND**

The Board of Education discussed the ALT during the November Finance Committee Meeting. Several suggestions were made concerning the composition of the committee. The Board decided to review the recommendation after a conversation with the Finance Advisory Committee. The FAC met and discussed the ALT on November 22, 2010.

**SUMMARY OF FINDINGS**

The attached document reflects the suggestions made by the Board of Education and additional suggestions made by the FAC.

The Committee now includes several additional members: Director of Human Resources, an additional Faculty and SEIU members and an additional community member.

After a lengthy discussion, the FAC reached consensus that it would be best for the committee to be an internal working committee appointed by the Superintendent. The FAC did however agree that transparency and the sharing of information would be important. Therefore, the CFO will make a monthly report to the Board of Education during the Finance Committee Meeting. Meeting notes and agendas will also be shared.

**RECOMMENDATIONS**

For the Board of Education to accept the recommendation of the Finance Advisory Committee at the January 18<sup>th</sup> regular meeting.

## District Leadership recommendation to the Board of Education concerning the Advisory Leadership Team:

The District Leadership Team recommends the following:

Purpose of the Advisory Leadership Team:

- To define the scope of the District long-term financial challenges and break down the challenges into practical annual financial objectives, i.e., a suggested annual rate of growth in expenditures;
- To revisit the assumptions in the long-term financial model and refine as needed;
- To perform “what if” analysis of the 5-year plan;
- To advise and discuss a communication plan regarding District commitment to excellence and fiscal discipline with the Director of Communications.

Membership of the Advisory Leadership Team:

The team should be appointed by the Superintendent and should be considered an internal committee. The Superintendent, the Chief Financial Officer and the Director of Human Resources of the District should be permanent members of the committee. Other membership should be appointed to a two year term. The first membership team will be divided into two groups with ½ serving two years and the other ½ serving 3 years for the first term. The three year terms will be one Faculty member, one SEIU member, two community members and the Building Leadership Team member.

- The Superintendent appointed members of the ALT should include.
  - Two Faculty Senate members
  - Two SEIU members
  - One non-affiliated member
  - One Building Leadership Team Member
  - One Instructional Council Member
  - Three community members
- A Code of Conduct should be adopted with the following aspects incorporated.
  - Information and conversations shared at the committee meetings will be summarized in meeting notes.
  - Members must act in the best interest of the District.
  - Members should have no conflict of interest or benefit from the actions or recommendations of the committee.
  - Members should be respectful and cooperate with other committee members.
  - Members should not use the committee for political gain or campaigning for any elected position in the community or for employment in the district.
  - Members should not use the committee for the purposes of collective bargaining or other contract negotiations.
  - Members should attend and participate in the majority of meetings.
  - Appointed Committee member’s involvement in finances of the District are limited to participation in the committee meetings. Appointed members have no other authority in the financial matters of the District.
  - Members may be selected and removed from the committee by recommendation of the Superintendent and communication to the Board of Education.

***Oak Park and River Forest High School  
District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education

FROM: Cheryl L. Witham

DATE: January 18, 2011

RE: Resolution Authorizing the Preparation of an Amended Budget for FY 2010 - 2011

---

**BACKGROUND**

The original FY 10 - 11 budget was prepared in the Spring of 2010. Since that time new information has been received, emergencies have occurred and different decisions have been made regarding some spending.

**SUMMARY OF FINDINGS**

The District would like to prepare an Amended Budget for the Board of Education approval in April, 2011.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

The attached resolution will be presented to the Board of Education for approval at the January 27<sup>th</sup> meeting.

**OAK PARK AND RIVER FORST HIGH SCHOOL DISTRICT 200  
2010 – 2011 AMENDED BUDGET TIMELINE**

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January 13 <sup>th</sup>	Present the timeline and information for 2010 – 2011 Amended Budgets
January 27 <sup>th</sup>	Amended Budgets due to the Business Office
January 28 <sup>th</sup>	Business Office will review and compile Amended Budgets
February 3 <sup>rd</sup>	Division/Departments will be notified of any non approved amendments
March 11 <sup>th</sup>	Amended Budget sent to Board of Education (Finance Packet)
March 15 <sup>th</sup>	Amended Budget presented at Finance Committee
March 15 <sup>th</sup>	Amended Budget presented for display at Special Board meeting
March 16 <sup>th</sup>	Amended Budget on Display (30 days)
April 28 <sup>th</sup>	Public Hearing for Amended Budget
April 28 <sup>th</sup>	Adoption of 2010 – 2011 Amended Budget



**RESOLUTION REGARDING  
THE PREPARATION OF AN AMENDED BUDGET  
FOR FISCAL YEAR 2010 - 11**

**BE IT RESOLVED** by the Board of Education of the Oak Park and River Forest High School, Consolidated High School District Number 200, Cook County, Illinois, that Cheryl L. Witham, Chief Financial Officer, is hereby appointed to prepare an amended budget for said School District for the fiscal year beginning July 1, 2010; and ending June 30, 2011, which amended budget shall be filed with the Secretary of this Board.

**PASSED THIS** 27th day of January, 2011.

**APPROVED:**

\_\_\_\_\_  
President, Board of Education,  
Oak Park and River Forest High School,  
District No. 200, Cook County, Illinois

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Education,  
Oak Park and River Forest High School,  
District No. 200, Cook County, Illinois

## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** by the Board of Education of the Oak Park and River Forest High School, Consolidated High School District Number 200, Cook County, Illinois, that the Amended Budget for said school district for the fiscal year beginning July 1, 2010, and ending June 30, 2011, will be on display for public inspection at the Business Office in the High School building at 201 North Scoville Avenue, Oak Park, Illinois, beginning at eight a.m., March 16, 2011.

**NOTICE IS FURTHER GIVEN** that a public hearing on said budget will be held at seven-thirty p.m., April 28, 2011 in the Board Room of this school district.

Board of Education, Oak Park and River Forest High School Consolidated High School District Number 200, Cook County, Illinois.

***Oak Park and River Forest High School  
District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education

FROM: Cheryl L. Witham

DATE: January 18, 2011

RE: Resolution Authorizing the Preparation of a Tentative Budget for FY 2011 - 2012

**BACKGROUND**

Each year at this time it is necessary to begin the process of preparing a Tentative Budget for the next fiscal year.

**SUMMARY OF FINDINGS**

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

The attached resolution will be presented to the Board of Education for approval at the January 27<sup>th</sup> meeting.

**RESOLUTION REGARDING  
THE PREPARATION OF A TENTATIVE BUDGET  
FOR FISCAL YEAR 2011 - 12**

**BE IT RESOLVED** by the Board of Education of the Oak Park and River Forest High School, Consolidated High School District Number 200, Cook County, Illinois, that Cheryl L. Witham, Chief Financial Officer, prepare a tentative budget for the fiscal year beginning July 1, 2011 and ending June 30, 2012, which tentative budget shall be filed with the Secretary of the Board.

**PASSED THIS** 27th day of January, 2011.

**APPROVED:**

\_\_\_\_\_  
President, Board of Education,  
Oak Park and River Forest High School,  
District No. 200, Cook County, Illinois

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Education,  
Oak Park and River Forest High School,  
District No. 200, Cook County, Illinois

***Oak Park and River Forest High School  
District 200***

***201 North Scoville Avenue • Oak Park, IL 60302-2296***

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: January 18, 2011

RE: River Forest Tax Increment District Termination

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**BACKGROUND**

The River Forest TIF District ended as of December 31, 2010. A final Joint Review Board Meeting was held on November 16, 2010.

**SUMMARY OF FINDINGS**

The new village manager, Eric Palm, explained the procedures and plans for the end of the TIF district. The Village of River Forest intends to distribute approximately \$3.3 million dollars to taxing bodies and to complete or commit to several projects that will extend beyond December 31, 2010. The largest commitment of funds is \$1.9 million for a development project on the corner of Lake and Lathrop. The Village provided a schedule of future EAV that will be realized if the project is as successful as anticipated. According to the analysis provided, the Village of River Forest estimates that the payback period will be 2.5 years after the new EAV is added to the tax base as new property. The distribution of \$3.3 million dollars will provide approximately \$1.1 million dollars of revenue to District 200. This exceeds the budgeted estimate by \$500,000. The funds will be deposited into the Capital Project Fund and will be used as cash flow in order to commence summer construction projects before July 1, 2011.

Any remaining funds left in the TIF after the projects are complete, will be distributed to the taxing bodies at a later date.

**RECOMMENDATIONS**

**Information only, none at this time.**

***Oak Park and River Forest High School  
District 200***

***201 North Scoville Avenue • Oak Park, IL 60302-2296***

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: January 18, 2011

RE: Cicero Township Treasurer

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**BACKGROUND**

The Cicero Township Treasurer Oversight Committee met to review the remaining cash balances according to the settlement agreement.

**SUMMARY OF FINDINGS**

The remaining cash balances are \$704,655.52. The total balance was confirmed via bank statement inspection. The balance attributable to District 200 is \$168,871.82. According to the settlement agreement the final distribution of funds will occur in October 2011. The Oversight Committee will meet again in April of 2011.

**RECOMMENDATIONS**

None at this time.

**TEL: (708) 383-0700**  
**FAX: (708) 434-3910**

**WEB: [www.oprfhs.org](http://www.oprfhs.org)**

**TTY/TDD: (708) 524-5500**

***Oak Park and River Forest High School  
District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education

FROM: Cheryl L. Witham

DATE: January 18, 2011

RE: Contracts between \$10,000 - \$25,000

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**BACKGROUND**

Per Board of Education request, attached is a list of contracts and purchase orders between \$10,000 - \$25,000 from July 1, 2010 through January, 2011.

**SUMMARY OF FINDINGS**

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

**INFORMATION**

NAME OF VENDOR/CONTRACT	SERVICES	COST	DATES OF SERVICE
ALLIED WASTE SERVICES #551	Waste/Recycling Services	15,087.24	2010-2011 School Year
ANDERSON TRAVELS	India Trip Travel Agent	17,000.00	2010-2011 School Year
APEX LEARNING	Staff Development	11,197.00	9/30/2010
BLAINE RAY	Books	16,146.00	2010-2011 School Year
BLUEPRINT EDUCATION GROUP	Staff Development	11,527.35	2010-2011 School Year
BOOM ENTERTAINMENT	Homecoming Lighting and Sound	19,265.50	10/31/2010
CORPORATE BENEFIT CONSULTANTS,	Benefit Consulting	10,500.00	2010-2011 School Year
EMC PUBLISHING	Books	22,811.85	8/31/2010
EXCEL EDGE	PSAT Prep Course	18,860.00	2010-2011 School Year
FOLLETT EDUCATIONAL SERVICES	Books	21,993.74	2010-2011 School Year
FRANK COONEY CO	Furniture	20,649.10	2010-2011 School Year
GOLDSTAR LEARNING, INC.	Educational Software	12,683.15	6/30/2010
HOH WATER TECHNOLOGY, INC.	Water Treatment	14,563.87	2010-2011 School Year
HOUGHTON MIFFLIN	Books	13,254.10	2010-2011 School Year
LAKEVIEW BUS LINES, INC.	Student Transport	17,077.50	2010-2011 School Year
MECK PRINTING	Publication Printing	22,617.55	2010-2011 School Year
NATIONAL SCHOOL TOWEL SERVICE	PE Towels	24,176.00	2010-2011 School Year
OAK PARK TOWNSHIP YOUTH SERVICES	Youth Interventionalist	13,436.64	2010-2011 School Year
PROJECT LEAD THE WAY, INC	Educational Software	11,263.77	2010-2011 School Year
R & R TRAVEL CO	India Trip Travel Agent	17,796.80	11/30/2010
RAM TRANSPORT INC.	Student Transport	12,300.00	2010-2011 School Year
SMALL TREE COMMUNICATIONS	IT Equipment	12,579.85	11/30/2010
SWF EAST, INC.	Garment Printer - Business Ed	18,662.00	9/30/2010
TECH UPGRADE	Laptops	15,343.50	11/30/2010
VISTA HIGHER LEARNING	Books	13,032.67	8/31/2010
WESLEY WOODS CONFERENCE CENTER	Band Camp Rental	12,700.00	2010-2011 School Year
WI CENTER FOR EDUCATION RESEARCH	MSAN Membership Dues	12,500.00	8/31/2010



***Oak Park and River Forest High School  
District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education  
FROM: Cheryl Witham  
DATE: January 18, 2011  
RE: Financial Reports

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**BACKGROUND**

It is a requirement that the Board of Education accepts and approves the monthly Financial Reports.

**SUMMARY OF FINDINGS**

Attached are the Financial Reports for December, 2010.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

The December Financial Reports, will be presented for approval at the January 27<sup>th</sup>, Board of Education meeting.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Education Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Original</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>December 31</b>	<b>%</b>	<b>Budget</b>	<b>December 31</b>	<b>%</b>
		<b>2009</b>		<b>2010-2011</b>	<b>2010</b>	
<b><i>Receipts</i></b>						
Property Taxes	47,315,686	22,949,760	48.5%	43,378,031	15,593,842	35.9% 1
Other Local Sources	3,617,642	1,818,537	50.3%	2,036,844	1,425,759	70.0%
State Sources	2,834,759	1,266,637	44.7%	1,535,232	1,713,413	111.6% 2
Federal Sources	<u>2,607,278</u>	<u>1,008,095</u>	38.7%	<u>1,199,587</u>	<u>469,742</u>	39.2%
	56,375,365	27,043,029	48.0%	48,149,694	19,202,756	39.9%
<b><i>Expenditures</i></b>						
General Instruction	19,919,270	7,240,976	36.4%	21,480,792	7,858,784	36.6%
Special Education	5,555,934	2,051,635	36.9%	5,109,106	1,827,784	35.8%
Adult Education	20,282	6,000	29.6%	20,539	-	0.0%
Vocational Programs	335,859	161,771	48.2%	378,059	203,867	53.9% 3
Interscholastic Programs	1,963,819	802,732	40.9%	2,189,182	882,357	40.3%
Summer School	287,451	164,353	57.2%	313,566	155,087	49.5%
Drivers Education	757,147	267,663	35.4%	765,563	267,313	34.9%
Other Instructional	2,801,472	1,047,367	37.4%	3,006,379	732,506	24.4% 4
Support Svcs. - Pupil	6,607,062	2,573,819	39.0%	6,754,759	2,508,330	37.1%
Support Svcs. - Admin.	<u>4,625,192</u>	<u>2,103,540</u>	45.5%	<u>4,663,602</u>	<u>2,020,184</u>	43.3%
	42,873,488	16,419,856	38.3%	44,681,547	16,456,212	36.8%
<b><i>Other Sources/(Uses)</i></b>						
Transfers fr. Other Funds	1,139,202	-	0.0%	-	-	N/A
Transfers to Other Funds	<u>(1,000,000)</u>	<u>-</u>	0.0%	<u>-</u>	<u>-</u>	N/A
	139,202	-	0.0%	-	-	
Change in Fund Balance	13,641,079	10,623,173		3,468,147	2,746,544	
Beginning Balance	<u>52,572,102</u>	<u>52,572,102</u>		<u>66,213,181</u>	<u>66,213,181</u>	
Ending Balance	<u>66,213,181</u>	<u>63,195,275</u>		<u>69,681,328</u>	<u>68,959,725</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

2. State aid budget was significantly reduced for fiscal 2011 due to uncertainty of the state actually paying Districts. The majority of the actual collections relates to the prior year grants and claims that the state was late in paying to Districts.

3. Several significant equipment purchases were made with vocational grant funds in the current year.

4. November bills for SPED private facilities were not received as timely in the current year.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Bookstore Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Other Local Sources	812,920	571,508	70.3%	850,003	645,708	76.0%
	812,920	571,508	70.3%	850,003	645,708	76.0%
<i>Expenditures</i>						
Support Svcs. - Other	809,034	661,265	81.7%	850,003	705,254	83.0%
	809,034	661,265	81.7%	850,003	705,254	83.0%
Change in Fund Balance	3,886	(89,757)		-	(59,546)	
Beginning Balance	695,840	695,840		699,726	699,726	
Ending Balance	699,726	606,083		699,726	640,180	

**Cafeteria Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Other Local Sources	2,030,684	843,563	41.5%	2,021,070	825,173	40.8%
State Sources	7,644	6,649	87.0%	13,987	6,141	43.9%
Federal Sources	193,456	67,646	35.0%	185,828	81,643	43.9%
	2,231,784	917,858	41.1%	2,220,885	912,957	41.1%
<i>Expenditures</i>						
Support Svcs. - Admin.	2,168,698	856,143	39.5%	2,219,788	868,659	39.1%
	2,168,698	856,143	39.5%	2,219,788	868,659	39.1%
Change in Fund Balance	63,086	61,715		1,097	44,298	
Beginning Balance	274,282	274,282		337,368	337,368	
Ending Balance	337,368	335,997		338,465	381,666	

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Operations and Maintenance Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	6,136,075	2,783,088	45.4%	5,990,710	2,129,377	35.5% 1
Other Local Sources	2,297,496	697,604	30.4%	962,216	838,835	87.2%
	<u>8,433,571</u>	<u>3,480,692</u>	41.3%	<u>6,952,926</u>	<u>2,968,212</u>	42.7%
<i>Expenditures</i>						
Support Svcs. - Admin.	8,823,475	3,311,149	37.5%	5,368,583	2,215,365	41.3%
	<u>8,823,475</u>	<u>3,311,149</u>	37.5%	<u>5,368,583</u>	<u>2,215,365</u>	41.3%
<i>Other Sources/(Uses)</i>						
Transfers	1,035,354	-	0.0%	26,210	-	0.0%
Transfers	-	-	N/A	(1,610,000)	(1,610,000)	100.0% 2
	<u>1,035,354</u>	<u>-</u>	0.0%	<u>(1,583,790)</u>	<u>(1,610,000)</u>	101.7%
Change in Fund Balance	645,450	169,543		553	(857,153)	
Beginning Balance	9,044,358	9,044,358		9,689,808	9,689,808	
Ending Balance	<u>9,689,808</u>	<u>9,213,901</u>		<u>9,690,361</u>	<u>8,832,655</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

2. Transfer to Capital Projects fund per the budget.

**Life Safety Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	1,883,021	609,894	32.4%	2,090,611	809,392	38.7% 1
Other Local Sources	3,697	513	13.9%	301,670	73	0.0%
	<u>1,886,718</u>	<u>610,407</u>	32.4%	<u>2,392,281</u>	<u>809,465</u>	33.8%
<i>Expenditures</i>						
Support Svcs. - Business	1,474,581	862,829	58.5%	1,701,822	1,641,980	96.5%
	<u>1,474,581</u>	<u>862,829</u>	58.5%	<u>1,701,822</u>	<u>1,641,980</u>	96.5%
<i>Other Sources/(Uses)</i>						
Transfers	(618,263)	-	0.0%	(614,263)	-	0.0%
	<u>(618,263)</u>	<u>-</u>		<u>(614,263)</u>	<u>-</u>	
Change in Fund Balance	(206,126)	(252,422)		76,196	(832,515)	
Beginning Balance	355,137	355,137		149,011	149,011	
Ending Balance	<u>149,011</u>	<u>102,715</u>		<u>225,207</u>	<u>(683,504)</u>	

1. Life Safety levy was increased for the 2009 levy compared to the 2008 levy and therefore the increase in collections in the current year.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Bond and Interest Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	3,052,500	1,499,630	49.1%	2,868,619	1,054,390	36.8% 1
Other Local Sources	<u>35,354</u>	<u>25,176</u>	71.2%	<u>26,210</u>	<u>3,772</u>	14.4%
	3,087,854	1,524,806	49.4%	2,894,829	1,058,162	36.6%
<i>Expenditures</i>						
Debt Service	<u>4,787,112</u>	<u>3,288,944</u>	68.7%	<u>3,500,790</u>	<u>3,141,318</u>	89.7%
	<u>4,787,112</u>	<u>3,288,944</u>	68.7%	<u>3,500,790</u>	<u>3,141,318</u>	89.7%
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	10,810,000	-	0.0%	-	-	N/A
Premium on Bonds Sold	801,095	-	0.0%	-	-	N/A
Payment to Escrow	(11,468,408)	-	0.0%	-	-	N/A
Transfers	618,263	-	0.0%	614,263	-	0.0%
Transfers	<u>(35,354)</u>	<u>-</u>	0.0%	<u>(26,210)</u>	<u>-</u>	0.0%
	<u>725,596</u>	<u>-</u>	0.0%	<u>588,053</u>	<u>-</u>	0.0%
Change in Fund Balance	(973,662)	(1,764,138)		(17,908)	(2,083,156)	
Beginning Balance	<u>2,468,889</u>	<u>2,468,889</u>		<u>1,495,227</u>	<u>1,495,227</u>	
Ending Balance	<u>1,495,227</u>	<u>704,751</u>		<u>1,477,319</u>	<u>(587,929)</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**Transportation Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	938,197	444,525	47.4%	842,131	312,595	37.1% 1
Other Local Sources	45,423	28,932	63.7%	22,016	7,125	32.4%
State Sources	<u>850,067</u>	<u>380,772</u>	44.8%	<u>645,379</u>	<u>425,846</u>	66.0%
	1,833,687	854,229	46.6%	1,509,526	745,566	49.4%
<i>Expenditures</i>						
Support Svcs. - Business	<u>1,417,211</u>	<u>567,575</u>	40.0%	<u>1,375,537</u>	<u>529,012</u>	38.5%
	<u>1,417,211</u>	<u>567,575</u>	40.0%	<u>1,375,537</u>	<u>529,012</u>	38.5%
<i>Other Sources/(Uses)</i>						
Other source	<u>31,000</u>	<u>-</u>	0.0%	<u>-</u>	<u>-</u>	N/A
	<u>31,000</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Change in Fund Balance	447,476	286,654		133,989	216,554	
Beginning Balance	<u>2,114,846</u>	<u>2,114,846</u>		<u>2,562,322</u>	<u>2,562,322</u>	
Ending Balance	<u>2,562,322</u>	<u>2,401,500</u>		<u>2,696,311</u>	<u>2,778,876</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Illinois Municipal Retirement/Social Security Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	2,362,524	1,094,796	46.3%	2,314,608	804,014	34.7% 1
Other Local Sources	106,550	16,909	15.9%	79,730	5,217	6.5%
	<u>2,469,074</u>	<u>1,111,705</u>	45.0%	<u>2,394,338</u>	<u>809,231</u>	33.8%
<i>Expenditures</i>						
General Instruction	336,245	122,474	36.4%	414,745	144,168	34.8%
Special Education	190,309	66,180	34.8%	224,800	72,589	32.3%
Vocational Programs	26,406	12,229	46.3%	25,273	8,000	31.7%
Interscholastic Programs	109,477	44,708	40.8%	121,161	47,722	39.4%
Summer School	9,143	5,308	58.1%	9,844	5,415	55.0%
Drivers Education	5,560	2,015	36.2%	9,239	2,397	25.9%
Other Instructional	1,241	439	35.4%	1,232	437	35.5%
Support Svcs. - Pupil	336,130	126,640	37.7%	393,359	139,148	35.4%
Support Svcs. - Admin.	824,926	387,496	47.0%	898,271	395,861	44.1%
	<u>1,839,437</u>	<u>767,489</u>	41.7%	<u>2,097,924</u>	<u>815,737</u>	38.9%
Change in Fund Balance	629,637	344,216		296,414	(6,506)	
Beginning Balance	<u>1,323,641</u>	<u>1,323,641</u>		<u>1,953,278</u>	<u>1,953,278</u>	
Ending Balance	<u>1,953,278</u>	<u>1,667,857</u>		<u>2,249,692</u>	<u>1,946,772</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**Capital Projects Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Other Local Sources	-	-	N/A	300,000	497	0.2%
	<u>-</u>	<u>-</u>	N/A	<u>300,000</u>	<u>497</u>	0.2%
<i>Expenditures</i>						
Support Svcs. - Business	-	-	N/A	1,910,000	1,292,766	67.7%
	<u>-</u>	<u>-</u>	N/A	<u>1,910,000</u>	<u>1,292,766</u>	67.7%
<i>Other Sources/(Uses)</i>						
Transfers	-	-	N/A	1,610,000	1,610,000	100.0% 1
	<u>-</u>	<u>-</u>		<u>1,610,000</u>	<u>1,610,000</u>	
Change in Fund Balance	-	-		-	317,731	
Beginning Balance	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Ending Balance	<u>-</u>	<u>-</u>		<u>-</u>	<u>317,731</u>	

1. Transfer from O&M fund to establish the Capital Projects fund per the budget.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Working Cash Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	1,091,083	516,955	47.4%	1,045,305	410,742	39.3% 1
Other Local Sources	<u>129,470</u>	<u>83,187</u>	64.3%	<u>69,485</u>	<u>20,975</u>	30.2%
	1,220,553	600,142	49.2%	1,114,790	431,717	38.7%
<i>Expenditures</i>						
Transfers	-	-	N/A	-	-	N/A
	-	-	N/A	-	-	N/A
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	1,000,000	1,000,000	100.0%	-	-	N/A
Transfers	<u>(1,000,000)</u>	<u>-</u>	0.0%	<u>-</u>	<u>-</u>	N/A
	-	1,000,000		-	-	
Change in Fund Balance	1,220,553	1,600,142		1,114,790	431,717	
Beginning Balance	<u>5,300,950</u>	<u>5,300,950</u>		<u>6,521,503</u>	<u>6,521,503</u>	
Ending Balance	<u>6,521,503</u>	<u>6,901,092</u>		<u>7,636,293</u>	<u>6,953,220</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**Tort Immunity Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	1,263,583	610,537	48.3%	1,104,552	410,710	37.2% 1
Other Local Sources	<u>38,162</u>	<u>22,014</u>	57.7%	<u>20,076</u>	<u>5,612</u>	28.0%
	1,301,745	632,551	48.6%	1,124,628	416,322	37.0%
<i>Expenditures</i>						
Support Svcs. - Admin.	869,427	652,830	75.1%	1,121,112	662,978	59.1%
	<u>869,427</u>	<u>652,830</u>	75.1%	<u>1,121,112</u>	<u>662,978</u>	59.1%
Change in Fund Balance	432,318	(20,279)		3,516	(246,656)	
Beginning Balance	<u>1,917,776</u>	<u>1,917,776</u>		<u>2,350,094</u>	<u>2,350,094</u>	
Ending Balance	<u>2,350,094</u>	<u>1,897,497</u>		<u>2,353,610</u>	<u>2,103,438</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Dental Self Insurance Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Insurance Premiums	409,548	158,711	38.8%	452,853	157,047	34.7%
Other Local Sources	<u>3,680</u>	<u>2,356</u>	64.0%	<u>2,000</u>	<u>483</u>	24.2%
	413,228	161,067	39.0%	454,853	157,530	34.6%
<i>Expenditures</i>						
Staff Services	<u>407,364</u>	<u>159,138</u>	39.1%	<u>452,853</u>	<u>167,158</u>	36.9%
Change in Fund Balance	5,864	1,929		2,000	(9,628)	
Beginning Balance	<u>143,399</u>	<u>143,399</u>		<u>149,263</u>	<u>149,263</u>	
Ending Balance	<u>149,263</u>	<u>145,328</u>		<u>151,263</u>	<u>139,635</u>	

**Medical Self Insurance Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Insurance Premiums	4,732,751	2,095,748	44.3%	5,577,698	2,835,274	50.8%
Other Local Sources	<u>52,274</u>	<u>33,126</u>	63.4%	<u>20,000</u>	<u>8,994</u>	45.0%
	4,785,025	2,128,874	44.5%	5,597,698	2,844,268	50.8%
<i>Expenditures</i>						
Staff Services	<u>4,541,907</u>	<u>1,533,317</u>	33.8%	<u>5,577,698</u>	<u>1,956,422</u>	35.1%
Change in Fund Balance	243,118	595,557		20,000	887,846	
Beginning Balance	<u>1,594,968</u>	<u>1,594,968</u>		<u>1,838,086</u>	<u>1,838,086</u>	
Ending Balance	<u>1,838,086</u>	<u>2,190,525</u>		<u>1,858,086</u>	<u>2,725,932</u>	

**Self-Insurance Workers' Comp Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Insurance Premiums	-	-	N/A	-	-	N/A
Other Local Sources	-	-	N/A	-	-	N/A
Transfers	<u>-</u>	<u>-</u>	N/A	<u>-</u>	<u>-</u>	N/A
	-	-		-	-	
<i>Expenditures</i>						
Staff Services	<u>-</u>	<u>-</u>	N/A	<u>-</u>	<u>-</u>	N/A
Change in Fund Balance	-	-		-	-	
Beginning Balance	<u>15,857</u>	<u>15,857</u>		<u>15,857</u>	<u>15,857</u>	
Ending Balance	<u>15,857</u>	<u>15,857</u>		<u>15,857</u>	<u>15,857</u>	



***Oak Park and River Forest High School  
District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education

FROM: Cheryl Witham

DATE: January 18, 2011

RE: Treasurer's Reports

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**BACKGROUND**

It is a requirement that the Board of Education accepts and approves the monthly Treasurer's Reports.

**SUMMARY OF FINDINGS**

Attached is the Treasurer Report for December, 2010.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

The December, 2010 Treasurer's Report, will be presented for approval at the January 27<sup>th</sup>, Board of Education meeting.

Oak Park & River Forest High School District 200  
Treasurers Report  
December 31, 2010

<u>Funds</u>	<u>Opening Cash Balance 12/01/10</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Adjustments to Cash (JE's)</u>	<u>Ending Cash Balance 12/31/10</u>	<u>% of Total</u>
10 Education	55,644,372.07	14,915,335.57	(2,872,305.96)	(420,050.54)	67,267,351.14	72.60%
14 Food Service	351,321.09	198,049.73	(183,014.97)	(15,769.81)	350,586.04	0.38%
15 Book Store	278,889.79	22,113.11	(15,067.88)	(2,812.64)	283,122.38	0.31%
<b>Total - Education Fund</b>	<b>56,274,582.95</b>	<b>15,135,498.41</b>	<b>(3,070,388.81)</b>	<b>(438,632.99)</b>	<b>67,901,059.56</b>	<b>73.28%</b>
20 Operations, Building & Maintenance	6,579,423.42	2,252,025.15	(356,120.44)	127,574.68	8,602,902.81	9.28%
30 Bond & Interest Fund	(1,585,357.94)	980,165.89	-	-	(605,192.05)	-0.65%
40 Transportation Fund	2,181,371.76	291,187.88	(121,234.48)	(2,842.00)	2,348,483.16	2.53%
50 IMRF & SS Fund	1,336,790.61	746,880.14	(148,710.36)	-	1,934,960.39	2.09%
60 Site & Construction	584,130.42	109.77	(91,521.00)	(174,987.53)	317,731.66	0.34%
70 Working Cash	6,563,293.57	382,785.79	-	-	6,946,079.36	7.50%
80 Tort Immunity	1,725,135.54	380,608.07	(9,333.68)	-	2,096,409.93	2.26%
81 Dental Self Insurance	161,417.61	243.72	(27,498.33)	30,605.04	164,768.04	0.18%
82 Medical Self Insurance	2,952,613.71	3,099.40	(354,791.38)	458,301.96	3,059,223.69	3.30%
83 Workers' Comp Self Insurance	15,857.04	-	-	-	15,857.04	0.02%
84 Harris - PMA	284,285.24	76,314.45	(28,671.86)	(19.16)	331,908.67	0.36%
84 Community Bank	322,838.33	39,643.59	(118,767.64)	-	243,714.28	0.26%
<b>Total - Activity Funds</b>	<b>607,123.57</b>	<b>115,958.04</b>	<b>(147,439.50)</b>	<b>(19.16)</b>	<b>575,622.95</b>	<b>0.62%</b>
90 Fire Prevention & Safety	(1,460,519.37)	762,734.74	-	-	(697,784.63)	-0.75%
<b>Total - All Funds</b>	<b>\$ 75,935,862.89</b>	<b>\$ 21,051,297.00</b>	<b>\$ (4,327,037.98)</b>	<b>\$ -</b>	<b>\$ 92,660,121.91</b>	<b>100.00%</b>

**Summary of adjustments to cash:**

Reclassification of food service chargebacks.  
Reclassification of bookstore chargebacks.  
Reclassification of expenditures  
PPO/Pharmacy reclassification.

Oak Park & River Forest High School District 200  
Cash and Investments  
December 31, 2010

	<u>Account Balance</u>	<u>Treasurer's Control</u>	<u>% of Total</u>
<b>Harris Bank Comingled Account (treas ofc.)</b>			
Statement CTTO	126,015.94		
Less: Outstanding Checks	-		
Plus: Deposits in Transit	-		
Adjusted	<u>126,015.94</u>	126,015.94	0.14%
<b>Harris ISDLAF Account (Liquid &amp; Max)</b>			
Statement Balance	92,596,735.13		
Less: Outstanding Checks	(376,368.57)		
Plus: Deposits in Transit	7,196.02		
Adjusted	<u>92,227,562.58</u>		99.53%
<b>Community Bank Student Activity Account</b>			
Statement Balance	315,367.97		
Less: Outstanding Checks	(72,093.69)		
Plus: Deposits in Transit	440.00		
Adjusted	<u>243,714.28</u>		0.26%
<b>Community Bank Imprest Account</b>			
Statement Balance	15,679.11		
Less: Outstanding Checks	(250.00)		
Plus: Deposits in Transit	-		
Adjusted	<u>15,429.11</u>		0.02%
<b>Petty Cash</b>	<u>7,400.00</u>		0.01%
<b>Workers Compensation Escrow</b>	<u>40,000.00</u>		0.04%
<b>Total Cash and Investments</b>	<b>\$ 92,660,121.91</b>	<b>\$ 126,015.94</b>	<b>100.00%</b>

Note: Petty cash number includes \$2,000 that is in the Athletic Imprest account maintained by the Athletic Department.

Oak Park & River Forest High School District 200  
Schedule of Investments  
December 31, 2010

By Financial Institution	Average Interest Rate *	Investment Value 12/31/10	Prior Month	
			% of Total	% of Total
Harris ISDLAF - Liquid MM	0.02%	1,162,303.84	1.25%	4.81%
Harris ISDLAF - Max MM	0.05%	15,350,631.69	16.56%	1.86%
Harris ISDLAF - SDA	0.02%	2,705,642.09	2.92%	3.56%
Harris ISDLAF - CD's	0.44%	68,116,212.04	73.46%	84.42%
Harris ISDLAF - Gov't Securities	0.43%	5,261,945.47	5.67%	5.18%
Harris - CTTO MM	*	126,015.94	0.14%	0.17%
Total All Investments by Institution		92,722,751.07	100.00%	100.00%

By Investment Type	Average Interest Rate *	Investment Value 12/31/10	Prior Month	
			% of Total	% of Total
CD's	0.44%	68,116,212.04	73.46%	84.42%
Government Securities	0.43%	5,261,945.47	5.67%	5.18%
Money Market	0.03%	19,344,593.56	20.86%	10.41%
Total All Investments by Type		92,722,751.07	100.00%	100.00%

By Maturity Age	Average Interest Rate *	Investment Value 12/31/10	Prior Month	
			% of Total	% of Total
1 month	0.31%	5,600,000.00	6.04%	9.62%
2 months	0.24%	4,799,285.61	5.18%	7.38%
3 months	0.78%	4,400,000.00	4.75%	6.32%
4-6 months	0.56%	16,093,500.00	17.36%	17.25%
7-9 months	0.48%	23,344,145.00	25.18%	25.62%
10-12 months	0.23%	5,622,669.47	6.06%	6.77%
1 year +	0.49%	13,518,557.43	14.58%	16.63%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.03%	19,344,593.56	20.86%	10.41%
Total Investments		92,722,751.07	100.00%	100.00%

\* The rate of interest is not known for funds invested with the Trustee of the former CTTO.

Comparative Interest Rate Information (as of January 10)

Fixed Income Type of Security	60 Days		90 Days		120 Days		180 Days		270 Days		1 Year		18 Months		2 Year	
	Days	Rate	Days	Rate	Days	Rate	Days	Rate	Days	Rate	Year	Rate	Months	Rate	Year	Rate
CD's	0.00%	0.13%	0.02%	0.15%	0.05%	0.20%	0.15%	0.25%	0.16%	0.30%	0.33%	0.55%	0.10%	0.70%	0.45%	0.95%
Government Agency	0.01%		0.02%		0.02%		0.00%	0.05%	0.04%		0.12%		0.29%		0.54%	
Government Treasury	N/A		N/A		N/A		0.02%		0.09%		0.15%		0.20%		0.37%	
Liquid Asset Funds	7 Day Effective															
Liquid Class	0.02%															
Max Class	0.05%															