

OAK PARK AND RIVER FOREST HIGH SCHOOL
Finance Committee Meeting

Tuesday, September 18, 2007
7:30 AM

Board Room
AGENDA

- | | | |
|-----|--------------------------------------|--------------------------|
| 1. | Minutes | |
| 2. | FY '06 Auditor Report | Tim Cole, Virchow Krause |
| 3. | Stadium Lights | Jack Lanenga |
| 4. | Construction Update | Jack Lanenga |
| 5. | Skyward Update | Jack Lanenga |
| 6. | Life Safety Amendment – Mall | Jack Lanenga |
| 7. | Contracts | Cheryl Witham |
| | Mastery Manager | |
| | Physical Therapist | |
| | Occupational Therapist | |
| | Psychologist | |
| 8. | Legal Fees by Type | Cheryl Witham |
| 9. | Board of Education Budget Details | Cheryl Witham |
| 10. | 5 Year Plan Assumptions | Cheryl Witham |
| 11. | FY 2007 – 2008 Budget (Final) | Cheryl Witham |
| 12. | FY 09 Budget Timeline for Discussion | John Rigas |

Finance Committee Members

Chair: John P. Rigas

Board of Education

D.L.T.

Jim Hunter – FSEC Chair

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

FINANCE COMMITTEE MEETING

August 16, 2007

A Finance Committee meeting was held on Thursday, August 16, 2007. Mr. Rigas called the meeting to order at 7:40 a.m. in the Board Room. Committee members present were: John C. Allen (arrived at 8:08 a.m.), Valerie J. Fisher, Dr. Ralph H. Lee, Sharon Patchak-Layman, and John P. Rigas. Also present were: Dr. Attila J. Weninger, Superintendent; Cheryl L. Witham, Chief Financial Officer; Jack Lanenga, Assistant Superintendent for Operations; Philip M. Prale, Assistant Superintendent for Curriculum and Instruction; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

Visitors included: Kay Foran, Director of Community Relations and Communications; Tim Keeley, Purchasing Coordinator; Robert Zummallen, Director of Buildings and Grounds.

Acceptance of the June Finance Committee Minutes

It was the consensus of the Finance Committee members to accept the minutes of the June 19, 2007 Finance Committee meeting, as presented.

Construction Update

Mr. Lanenga gave status reports on the following items:

Mall:

- concrete was complete except for red ramps and some replacement for cracked areas;
- clean up is almost complete;
- prefab benches are installed;
- nursery area is dug and just stone, chips, etc. are needed;
- lines are cut in the concrete
- sandblasting is near done;
- landscaping will start this day.
- Concrete company has agreed to wait for cleanup until the landscaping and then will do the power washing.
- The pavilion and port-a-potty will be installed in the summer of 2008.
- Extra costs: fixed the drainage problem in the dock area (bad smell)
- Original plan called for concrete on the north end and that was to change to blacktop in a cost-cutting move. He re-authorized the use of concrete when the turning radius needed for trucks was realized.

Scoville:

- sewer line is repaired: used water pressure grade piping to replace the sewer.
- Expectations:
 - Pedestrian walkway completed today or tomorrow (the Village is putting in a raised identified walkway to identify it as a pedestrian area. It will make it safer for students to walk.)
 - Blacktopping will be completed on Tuesday
 - Brick work will be done during school year
 - Working on an area for bikes in the front of the building

Mr. Lanenga reported on the telephone outage when the construction company cut 250 phone lines because the wires were not marked.

Interior:

- Room 276 complete
- 355A and B complete
- South hall is complete
- Electric and wiring for projectors will be complete by Friday.

Proposals:

- Add fencing to east side of fields (west side of mall)
 - About 600'
 - At least replace the old salmon colored iron (300')
 - Probable dedication at Homecoming 2007

Installation of security cameras will be complete in the next couple of weeks. Because the low bidder tried to change the terms, there was a compromise. This was not budgeted. The green-colored fence is unstable. The salmon-colored fence has short points on it. The Finance Committee members instructed Dr. Weninger, Mr. Lanenga, Ms. Witham and Mr. Zummallen to discuss these issues further.

Ms. Patchak-Layman asked if the landscape firm was comfortable waiting for the power washing. The response was, yes. The residue from the concrete will be swept up. Ms. Patchak-Layman also asked if the points of the salmon-colored fence could be cut off. The response was yes, but it would not look good esthetically.

Mr. Lanenga reported to Dr. Lee that the cost for removing the asbestos floor tiles was still an issue; however, the process is now more efficient. The cost of finishing three rooms including the cost of the new tile was \$9,500 versus the \$25,000 it would have cost fifteen years ago. Another problem is that the mastic has asbestos.

Skyward

There was no report.

Cargo Van Bids

It was the consensus of the Finance Committee members to recommend that the Board of Education approve the purchase of the Food Service Cargo Van to be purchased from the lower bidder, Northwest Ford, Inc., for the amount of \$17,379, at the regular August Board of Education meeting.

The reason for purchasing the van is to transport food to District 97 schools. Ms. Witham assured Dr. Lee that the administration had compared the cost of purchasing a vehicle to that of renting one and found that it was less expensive to purchase it.

B&G Employment

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the addition of 1.5 FTE to the Buildings and Grounds Department to provide additional coverage for the building on a one-year trial basis at its regular August Board of Education meeting.

Mr. Zummallen, the director of Building and Grounds, had identified several problems dealing with the cleaning of the building. They included, but were not limited to weekend cleaning, daily bathroom cleaning, recycling, weekend O.P.R.F.H.S. event coverage, locker room cleaning, Field house floor cleaning, facility attendants, outside events, and general service. This proposal will allow the district to determine if it is both cost effective and improve services. This will be subject to discussions with the B&G bargaining unit.

The use of the building is increasing. Last year, the District spent over \$70,000 in overtime of custodial services, much occurring on the weekends, with the same people volunteering to do this duty. As the year progresses, these people become burned out and are less productive. The main goal was to get two additional people to work on the weekends and eliminate the need for facilitators. Facilitators can now only open the doors; they cannot provide services like taking out the garbage, etc. Custodians can do anything, i.e., open doors, provide service, and take out garbage. Presently, there are only four-day custodians to do recycling. The weekend person would also do the recycling, allowing day custodians to do their runs and to clean bathrooms. It would allow the third shift people to clean the field house weekly, rather than just once per year.

The projected costs were determined by tracking overtime by individuals for individual events and then estimated for the full year. At the end of the pilot period, it will be clear if the additional costs would be mostly offset by not having to pay the overtime.

Mr. Zummallen stated that every Monday throughout the school year, they get calls from teachers needing to have their classrooms cleaned immediately because they had been used over the weekend. Mr. Rigas noted that the balcony of the swimming pools needed additional attention. Mr. Zummallen stated that the third shift consists of four people. While there is better service now, the pool is frequently used. TOPS used to use it two times and only pay for one; they also often took the cleaning robot out of the pool.

Locker rooms used on Friday night are not cleaned until Sunday mornings. The District is understaffed on weekends.

Because there was mention of reducing student help in these areas, Ms. Patchak-Layman wanted to see the District continue to utilize students whenever possible. Mr. Lanenga explained that the term "student" was a relative word. Generally, they are college students who come and go as they rotate out on a four-year basis. The District would keep the "student" painters for summer work. The helpers in electrical, carpentry, etc., would be eliminated. Ms. Patchak-Layman reiterated her desire for the District to employ students. Buildings and Grounds was a good venue for this. She suggested that they be replaced through attrition and not let go.

The changing of light bulbs has been added to the custodians' job description. Electricians will now be able to concentrate on serious electrical problems. Engineers can now do the thermostat work.

Ms. Patchak-Layman also asked what reducing the landscaping budget entailed. She was informed that previously the District had used an outside vendor to place chemicals on the field. Now the Building and Grounds people do that and it saves the District \$30,000 annually, and the fields look great.

Health Insurance Cooperative Alliance

Ms. Witham provided the Finance Committee members with the following report on the Health Insurance Cooperative Alliance.

"O.P.R.F.H.S. has been sponsoring a monthly meeting for the fiscal managers of each of the taxing bodies in Oak Park and River Forest. This group has been discussing ways in which the taxing bodies can work together in a cooperative manner in order to find cost savings and efficiencies between the two communities.

"Early in the process, the group identified health care as an area in which significant savings could potentially be identified and realized if the taxing bodies formed an intergovernmental cooperative relationship. Similar relationships exist in a few suburban communities on the north side of Chicago. After detailed discussions and analysis of current plans, it was decided that a subgroup of Oak Park taxing bodies would explore the topic further.

"All of the Oak Park taxing bodies are presently self-insured for medical insurance paying fees to access the Blue Cross/Blue Shield network. The renewal date for all plans, except District 97, will be January 2008. District 97's renewal date is September 2007. "The entire group would insure approximately 2000 lives. Each of the groups is presently using a different insurance broker for renewal services. All of the groups offer an HMO and a PPO product, District 200 is the only group that offers a high deductible HRA plan. All of the other groups are interested in implementing a high deductible HRA plan.

"The Oak Park taxing bodies have met over the past several months and have identified potential savings in broker fees, administrative fees, access fees and stop loss insurance. We have also identified possible long-term savings in wellness planning and cooperation within the community. In the future, the group can also explore saving for dental insurance, life insurance, and possibly long-term disability. We have discussed possible structures ranging from a cooperative sharing claims risk to an alliance that does not share claims risk, but shares cost savings for fees.

"There are several brokers in the Chicago area that are very familiar in these types of intergovernmental arrangements. The group interviewed six brokers to discuss ideas and feasibility. The group then invited back three brokers for further discussion. At this time, the group of taxing bodies intends to send out a Request for Qualifications to further identify possible services and savings for the group."

Ms. Witham attached a timeline of activity in anticipation of a possible intergovernmental agreement and cooperation for a January 2008 renewal. District 97 may need to join the group for the 2009 renewal due to its present September renewal requirement. Every taxing body will be discussing the possible intergovernmental cooperation at its August meeting.

The group will send out an RFQ to qualified brokers asking for their qualifications. A recommendation will be made and the renewal will be January.

Ms. Witham noted that this would probably require board action in September. Ms. Witham noted that the consortium would have its own board made up of fiscal managers. They would go through a RFP process, a renewal process, and then make recommendations to the taxing bodies. When responding to a question about whether or not an entity's participation would have an impact on the cost of the other groups, Ms. Witham stated that it could have both positive and negative consequences. The Township cannot make a decision on its own because it is part of the Village. The Village has seventeen member districts and the Township is tied to the Village. Thus, it would be the Village of Oak Park and Districts 97 and 200. This three-year intergovernmental agreement would allow an entity to give some kind of notice of withdrawal. What she was expecting in the RFQ was the broker and administrative costs based on a per-member, per-month fee. Ms. Witham noted that the group was still in the theoretical stage and gathering information about the amount each member currently pays. What was discovered, specifically for access fees, was that all of them pay around

four percent to BCBS to access its network. That could be lowered by one percent. If the consortium estimates \$15 million in claims, there could be significant savings. The participants also pay around \$50,000 each in broker fees. Once this is in place, the group would begin to work on wellness and other things.

The high school has a benefits committee comprised of union representatives and administrators; its responsibilities would remain the same. The intention is to still renew with HMO and PPO and work with each insurance committee about reduction, wellness, etc.

The Finance Committee members noted their interest in continuing this endeavor.

Budget

Ms. Witham reviewed the Management Discussion and Analysis of the FY '08 Budget with the Committee members as noted below.

“As required by the School Code of Illinois, the Preliminary Budget is presented for the consideration of the Board of Education and the communities of Oak Park and River Forest. This Budget is in preliminary format. The Tentative Budget will be reviewed at the August 23, 2007, Board of Education Meeting. The Tentative Budget will have updated information and will be presented in a detailed format. The Tentative Budget will be put on display in the Business Office for 30 days beginning August 24, 2007. The Tentative Budget will be reviewed again at the September Finance Committee Meeting, and the Board of Education will be asked to approve a Final Budget at the Board of Education Meeting on September 27, 2007.

“This Preliminary Budget contains several estimates based on the information currently available. These estimates relate to the cost of salaries and benefits for future staff members yet to be hired. This budget also includes estimated amounts of State Foundation Aid and categorical state aid. Revenue and expenditures for State and Federal grants that have not been finalized and approved are omitted and will be added later.

“The District continues its commitment to narrow the achievement gap and to meet the needs of special education students. In addition, the State of Illinois recently increased graduation requirements. The financial resources required to address these three issues are significant. In the fall of 2005, the Board of Education carefully considered school achievement initiatives designed to address these concerns. The cost of these new initiatives is approximately \$1,500,000 per year in FY 2006 dollars. Please see page 10 for a chart of the initiatives that have been implemented in FY 2007 and proposed for FY 2008. The estimated cost for continued implementation of the Initiatives will be approximately \$1,549,000 in FY 2008. Accessing the final phase-in option of the 2002 referendum has provided resources to fund the cost of these initiatives. In December of 2005, the Board of Education approved the 2005 levy with a total extension of \$50,200,101, excluding bond and interest. The *Five Year Financial Projection* details the

plan to implement the new initiatives and to extend the need for another referendum until approximately 2018.

“Local sources of revenue will increase due to anticipated increases in interest income as fund balances improve. In addition, in the fall of 2007 the District anticipates receiving the majority of funds presently held by the Cicero Township Treasurer. The District is well prepared to receive these funds directly into investment accounts and anticipates receiving interest income at market rates rather than the below market results realized by the Cicero Township Treasurer accounts the past several years. An increase in summer school tuition and student fees will generate additional revenue.

“Federal Grants are reflected as a decline in revenue in this Preliminary Budget while we await formal approval of our grant applications and confirmation of the amount. The revenue and planned expenditures for these grants will be updated in the Final Budget. The District has received an estimated amount of \$690,000 for the IDEA grant. The estimated amount is \$22,000 more than last year.

“Expenditures

“The majority of the increases in expenditures relate to salary and benefits. The salaries and benefits reflect the results of contract negotiations with all bargaining units. The District has recently completed contract negotiations with the Faculty and the District has signed a five-year contract. Included in the Faculty agreement are salary increases as indicated in the table below along with an increase in the number of lanes reflected in the salary schedule. These new lanes are reflective of the overall market and reward continued education. The Faculty will begin assuming supervisory duties for the 2008 school year. The supervisory period is an additional 48 minutes of student contact each day. Also included in the agreement are several other features including an adjustment to the retirement compensation in order to meet the 6% limitation in the final years of service, a transfer of retirees to the state medical plan rather than the district medical plan beginning with retirements at the end of FY 2007, and there will be an increase in the employee participation rate for medical insurance. Additionally, the parties have agreed to phase-out the end of career retirement “bumps” in salary in exchange for a 403 (b) incentive over the employee’s career, after reaching tenure. This change reduces the cost for the District and increases the amount available at the time of retirement for the employee.

“Contract Salary Increases & Length of Contract

	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
Faculty	6.0%	4.5%	4.5%	4.0%	3.6%	3.6%
Clerical	5.5%	5.5%	5.5%			
Custodial	3.0%	2.0%				
Non-Affiliated	4.5%	4.5%				
Security	4.0%	4.0%	4.0%			

Faculty staffing has been decreased 1.5 Full Time Equivalents (FTE) over last year's total due to an anticipated decrease in student enrollment. Although there is an overall decrease in total FTE, there is an increase of 2.0 FTE for the Special Education Department. These increases include the addition of 1.0 FTE for a Behavior Interventionist for Special Education students plus a 1.0 FTE classroom teacher. The increase in the Special Education area is necessary in order to accommodate the needs of incoming students requiring special education support services. The position of Behavior Interventionist will be funded from funds set aside for the *Initiatives* and is designed to address the need to reduce the need for disciplinary action by intervening in advance. The position of Program Chair for Student Safety will be maintained for FY 2008 as a Faculty position.

"Increase in faculty staffing relating to the Initiatives:

<i>Faculty FTE</i>	<i>Description</i>
1.5	English, including Learning Seminar and Reading Support
1.0	Guidance
2.7	Math
1.6	Science
1.0	Psychologist
2.0	Special Education mandates
.4	Study Circles
1.4	Reduced Class Size
1.0	Behavior Interventionist
12.6	Total

"In the area of administrative staff, the District's new superintendent, Dr. Attila Weninger, is presently constructing a plan for redesign of the administrative staffing. This budget includes an estimate for the unfilled position of a building Principal. It also includes an estimate for an individual to fill the vacant position to supervise the guidance counseling area. Additionally, a new Athletic Director has been identified and has been budgeted appropriately in the current estimates.

"In the non-affiliated management group, there are some uncertainties that remain. There are several positions open in the technology department and discussions continue about this area. There is an open position in the Business Office for the Supervisor of Finance and there is still uncertainty about the position of Substance Abuse Coordinator, which is presently a contract position. A position of administrative assistant for the Principal has been budgeted along with all of the other position mentioned above.

"Clerical staffing has been reduced by one FTE as the position of secretary for social services has been eliminated. There are no planned increases in teaching assistants for special education students at this time. This may change as the District becomes aware of new incoming students with special needs.

“Due to the impact of recent legislative action capping end-of-career salary bumps at 6% without a penalty, several faculty and administrative members have formally requested retirement in the period ending 2010. This budget reflects the cost of the related end-of-career salary bumps, 6% penalty and estimated ERO payments. The change in legislation and in the District contract with Faculty members is a long-term savings for the District, the benefit of these saving will not begin to be realized until the current annuity system begins to sunset in FY 2008 and as the 403 (b) match begins to be phased-in.

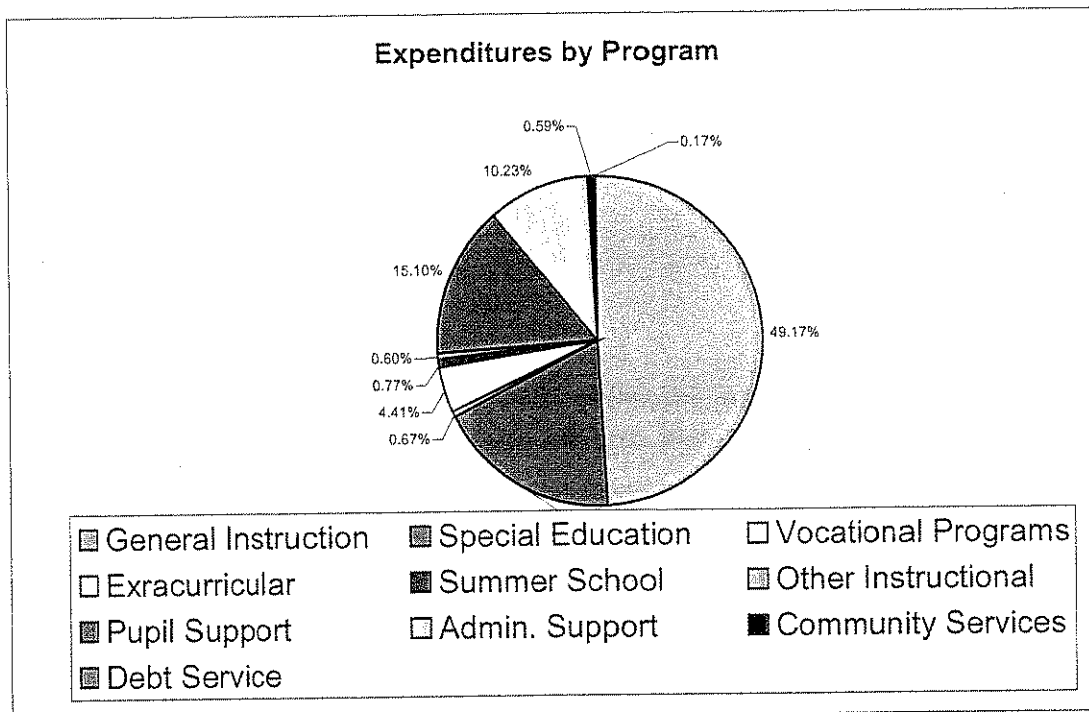
“Other Expenditures

“Classroom reconfiguration totaling \$62,000 will be made this summer. These upgrades are outlined in the *Initiatives* and will provide enhanced classroom space for classes offered as a part of the *Initiatives*.

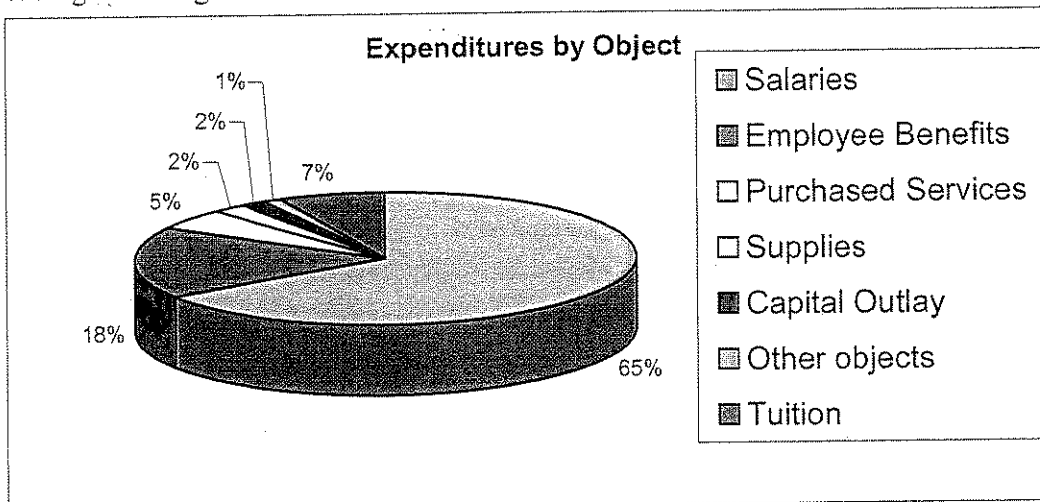
“Several categories of spending reflect a reduction in expenditures for next year. Summer School expenses are slightly reduced to reflect a reduction in the number of courses offered due to low enrollment in the particular area. The largest decrease relates to a 22% reduction in Support Services-Administrative. This is reflective of the planned transfer of utility costs to the Operations and Maintenance Fund (O & M). These costs are now appropriately reflected in the O & M fund consistent with the *Five-Year Plan*. Utility costs are estimated to be \$1,275,000 for FY 2008. The decrease in expenditures in the Support Services-Administrative due to the transfer of utility costs is offset by regular increases in salaries and an increase of \$10,000 for minority recruitment efforts.

“The costs for Special Education services will increase due to tuition needs and program expenditures related to the Learning Disabled program. The staffing increases were discussed above. These expenditures are reflected under Special Education on the summary worksheet.

“The 8% increase in Interscholastic Programs includes the area of Athletics, Student Activities, Forensics, Marching Band and Spoken Word. The budget for Spoken Word has been moved from the Regular Instruction area to Interscholastic to reflect the growing participation in this after school activity; the budget is approximately \$28,000. Several new coaching positions have been added to the Athletic area to support increased student participation. The additional expenditures for coaching stipends of approximately \$50,000 are offset by an increase in student participation fees. These increases are reflective of the District Goal to increase participation in interscholastic activities.



“General Instruction and Special Education Instruction is estimated to be approximately 67.45% of the Education Fund budget, up 1.45% over the FY 2007 Original Budget. The Admin. Support percentage has decreased by 3%, due primarily to the transfer of utility expenses to the O & M Fund. In this illustration, the labels correspond to the percentages reading left to right.



“Salaries and Benefits are estimated to be 83% of the total budget, which is 2% greater than the 2007 Original Budget. Special education tuition is estimated to be 7% of the total budget, decreasing from 8% in 2007 but still greater than the 5.8% in 2005 and 6% in 2006. Supplies will decrease by 2% primarily due to the transfer of utility costs to the O & M Fund.

"TORT IMMUNITY FUND"

Expenditures for the Tort Fund include property, liability and workers' compensation insurance. The overall costs of premiums have remained stable with a zero percent increase. There are planned expenditures to enhance the security camera system for \$50,000 and to repair safety equipment related to the athletic program. Interest income is budgeted to increase, as discussed in the Education Fund section of this document.

"BOOKSTORE FUND"

A slight increase in revenue of this fund is due to the work of the Bookstore Manager who continues to find cost savings for book purchases, and pass these along to families. The Bookstore continues to function on a break even basis.

"FOOD SERVICE FUND"

The budget reflects a rather large increase in revenue and expenditures. The District has recently signed an Intergovernmental Agreement with District 97 to provide food service to the entire district. This cooperative agreement benefits both Districts and the community overall by lowering the cost of food services by using economies of scale utilizing District 200 staffing and equipment. The two Districts will also be able to maximize the use of federal commodities. This model is designed to increase the nutritional value of food for students while maintaining the lowest price possible. District 200 will purchase a new oven, one new van and will hire one additional food preparation person in order to implement the service. These costs will be advanced by District 200 and will be paid back through lunch prices over the next four years. The cost of the new equipment is approximately \$113,000. The purchase of the new oven will eliminate fried foods from the menu of both school districts. In addition, District 200 will continue its program of increasing the fund balance over time in order to replace equipment in a timely fashion. The negative change in fund balance is reflective of these purchases, net of the set aside for future equipment replacement.

"OPERATIONS AND MAINTENANCE FUND"

Increases in expenditures in the O & M Fund mirror the contract salary increases of 2%, plus the addition of utility expenses transferred from the Education Fund of \$1,275,000. In addition, there is a slight increase in capital expenditures in order to replace several pieces of equipment.

"Other Sources of Revenue is budgeted to decrease. For FY 2007 the District has received a rather large increase in Corporate Personal Property Taxes. This source of funding is exceptionally volatile; therefore, the budget is reflective of the amount estimated in the *Five Year Plan* rather than last year's results.

"Transfer is budgeted to increase. The transfer category is the interest income earned in the Bond and Interest Fund. This amount is transferred to the O & M Fund at the end of each year. Interest income should increase next year due to the circumstance discussed earlier in this document concerning the Cicero Township Treasurer.

Beginning in FY 2009 the Restricted Building Fund balances will be depleted. At that time, the O & M Fund will begin to shoulder the burden of costs related to the continued maintenance of the vintage building. The *Five Year Plan* reflects annual budgets of approximately \$600,000 for this purpose. It will be important to sustain cost containment in the O & M Fund in order to ensure that facility maintenance is not deferred, thereby significantly depreciating the value of the district's and communities' valuable asset. It is important to maintain this objective due to the limited borrowing capacity of the District imposed by law.

"LIFE SAFETY FUND

During summer 2007, the District will commence improvements to the mall, install air lock doors at the two entrances to the athletic corridor and install new rigging in the auditorium. A transfer of \$613,963 will be made to the Bond and Interest Fund in order to pay the debt from for the roof project. .

"RESTRICTED BUILDING FUND

This fund is used for capital projects outlined in the Facility Master Plan. The only current or future revenue for this fund consists of interest income on the remaining cash balances. The expenditures of \$344,720 are for the mall project and reflect the cost of landscaping, furniture and the pavilion, which cannot be funded from the Life Safety Fund. The remaining fund balance of approximately \$300,000 will be set aside for emergency purposes. In the future, projects for site improvement and maintenance of the vintage building will be reflected in the O & M Fund and have been anticipated in the *Five Year Plan* at an annual funding amount of \$600,000. See page 11 for a summary of summer projects related to the Tort Fund, Restricted Building Fund and Life Safety Fund.

"TRANSPORTATION FUND

The District presently owns two activity buses, one special education wheel chair equipped mini-bus and two vans for transporting small groups of students for activities and special education programs. These vehicles have greatly reduced the cost of transportation for small groups of students. The District also owns four vehicles utilized for the Drivers Education program. Three of these vehicles are now five years old and will be replaced this summer. The estimated replacement cost net of trade-in is \$35,000.

"The District is presently under contract for special education and activity transportation needs. Grand Prairie has been awarded the Special Education transportation contract, and R & D has been awarded the Athletics and Activity transportation contract. The District has a three-year contract with each company. Grand Prairie began providing services the summer of 2006. The slight reduction in planned expenditures reflects the efforts of the special education department to reduce the number of students placed in off-site services.

"IMRF/ SOCIAL SECURITY FUND

The slight reduction in expenditures for this fund relate to a reduction in the IMRF rate. The rate will decrease to .089 on January 1, 2008. Historical rates are: .0737 in FY 2004, .0859 in FY 2005, .0939 in FY 2006, .0961 in FY 2007 and .089 in FY 2008.

"WORKING CASH FUND"

The District is reestablishing the fund balance in this fund in order to provide for cash flow that will be necessary due to the spend down of the Restricted Building Fund. The District receives Tax Revenue, the majority of its revenue, twice per year. The fund balances help the District with cash flow needs between the payment dates.

"DENTAL AND MEDICAL SELF-INSURED FUNDS"

Effective January 1, 2007, the District implemented a self-insured medical plan for the PPO low deductible and PPO VEBA high deductible medical plans. These plans have been added to the previous fund titled Pharmacy Self Insurance Fund. The increases in revenue and expenditures are directly related to the increased premium due to the utilization levels. The costs for prescription drug usage continue to escalate and are a significant factor in the health insurance premium increase. A positive change in fund balance in the Medical Insurance Fund reflects a planned increase in the reserve for future claims.

"WORKERS' COMPENSATION SELF-INSURED FUND"

During FY 2007, the District renewed the Workers' Compensation Insurance with the SELF-cooperative pool, taking advantage of the high deductible partially self-insured option. This fund was established at that time. In December of 2006, it became apparent that the SELF-cooperative pool was experiencing significant structural instability due to districts with continued high utilization due to excessive losses. An attempt by the pool's executive board to help these districts migrate to a high-risk insurance alternative was unsuccessful. In January of 2007, the Board of Education approved a resolution to withdraw from the pool and seek outside bids for insurance. As a part of that process, the District received and accepted an insurance bid from CLIC. The District is no longer self-funded and this budget reflects the anticipated budget for costs incurred but not paid."

Discussion ensued.

Ms. Fisher, referring to the TIF funds that were expected, asked if the 2007 levy EAV would ensure that new property EAV were high enough to capture \$20 million. How is that working with the Village of Oak Park? Ms. Witham reported that in the downtown TIF, significant EAV had accumulated. A couple of years ago, it was noticed that many administrative expenses were being reflected in the TIF funds in both the Villages of River Forest and Oak Park, i.e., village manager salary in River Forest, police officer salaries, etc. Previous law said that those expenses could fall into a gray area. However, five years ago, the law changed and delineated that only those expenses occurring within the TIF district were applicable. Both communities are not adhering to that change in law. Dr. Lee asked whether the District should take a stronger stance. Mr. Rigas responded that the District has been attempting resolution in a friendly way. He now believed the only way to resolve it would be on a board-to-board level. The Taxing Bodies Fiscal Managers group, of which Ms. Witham is O.P.R.F.H.S.'s representative, was supposed to present it to the Oak Park Council of Governments by July 1. However, the group has not been invited back to present the proposal.

Ms. Fisher noted that this was a two-level ongoing process: 1) pursuant to the IGA, the Village agreed to give revenue and a guaranteed number (that has been happening); and 2) at some point, District 200 must meet with the Village Boards on how they are using the funds. She did not want the ultimate disbursement eaten away by expenses.

Ms. Witham continued that it was challenging to be on the Joint Review Board because the members cannot call a meeting; they have no rights other than to listen to year-old reports. Only the Village can call a meeting, it may choose not to meet, and it is only required to provide information to the Joint Review Board. Mr. Rigas suggested talking with the media, but Ms. Foran stated that it is such a complicated and arcane issue and there has not been an educational effort as on other aspects of the TIF with the media. She thought the media would have to be walked through the situation. Ms. Fisher concurred. The public at large does not know. Dr. Lee noted that because of the political issues during the last two Board campaigns, the community has become aware that \$10 million is missing from the Village budget. The details are yet unknown. He noted that he and Ms. Patchak-Layman were partly responsible for that discovery. Ms. Foran added that the three new trustees were explicit about being supportive of both school districts in their campaigns. This issue affects schools. It is pertinent to do an educational campaign. The best way to start something like this with the new trustees, as with the media, is to start from the same basis of background.

Ms. Witham noted that she had informed District 90 of this situation and she spoke to the business manager of the Village of River Forest about discontinuing the practice of paying for inappropriate expenses out of the TIF, but that has not happened. Mr. Rigas stated that District 90 does not want to alter its relationship with the Village. District 97 has been working with the Village on other issues to help it, i.e., leaseback, etc. The River Forest TIF expires in 2009; no extension is anticipated. In the past, District 200 visited with Paul Keller of Ancel Glink, Ali ElSaffar of the Assessor's Office and the Village of Oak Park, about the legalities of the administrative costs being reflected in the downtown TIF. Since that time, the Village of Oak Park has reduced the amount of expenditures.

Ms. Patchak-Layman stated that within the extension of the TIF contract, there was a clause stating that if any referendum were passed, those funds from the downtown TIF would be held separate and would be distributed to the taxing bodies. There was no dollar amount attached to it. Conversations were occurring at the Village regarding the next carve out and about identifying the dollars that would be part of that. It is a discussion about using those funds differently. She asked if there were a financial analysis EAV being released vs. a dollar amount. Ms. Witham responded that the Village would have to give the District the dollar amount.

Dr. Lee asked if there were anything to gain or lose with the series of carefully planned presentations in the televised section of citizens' comments to the Village Board on Monday nights. One presentation might not have much effect, but a series of them could. Dr. Lee was willing to participate in the presentations. Ms. Fisher felt that would

be an avenue, but also felt a series of direct phone calls would also be effective. District 200 does not want an adversarial situation. Ms. Fisher suggested that Mr. Conway contact President Pope.

Ms. Patchak-Layman stated that it should be a District 97, District 200 and the Village of Oak Park joint board meeting. She remembered increasing the number of dollars that were part of the baseline because the Village expected more EAV. The baseline has increased by \$9 million, not the TIF baseline, but the baseline on the money that was available. Originally, the Village was keeping \$40 million as a baseline and that is up by about \$9MM. The incremental EAV, however, is much higher. That was not accounted for in the dollar amounts coming back to the districts, even though it was requested. She felt there should be a real recognition of the EAV. She suggested bringing it up as it is a new board and this represents real working cash for the taxing bodies. Ms. Fisher concurred with Ms. Patchak-Layman that a Joint Board meeting should be scheduled prior to when the next number is scheduled to be set. The Village's finance manager had suggested throwing out the TIF as the Village as a number of projects it would like to do and the TIF would not support them all.

It was the consensus of the Committee that Mr. Conway should contact Village President Pope about a joint meeting.

Dr. Lee remarked that the introductory section of the fiscal '08 budget was very helpful and he congratulated Ms. Witham on her thoroughness.

Discussion ensued regarding approval timing. Eighty-three percent of this budget is in salaries or other items for which the District is already obligated. He assumed there were good reasons why the Board of Education was voting on the current budget, but he would have preferred voting on a 2008/09 budget. Mr. Rigas explained that this was no different from a private company that has union contracts. . It is common, even in the business world. Most businesses would have their budgets done before the business year starts. Ms. Witham begins the discussion at the DLT-level in January. The five-year plan is the first look at the District budget and it projects revenues and trending salaries. The five-year plan is presented in the fall. Mr. Rigas asked that this be put on the October Finance Committee agenda. Ms. Fisher noted that the five-year plan is an important document and it is continually reviewed. Concurrent with the five-year plan, anticipatory planning occurs. The majority of the budget is known because of the contractual obligations.

The District going into the fiscal year without a budget approved bothered Mr. Allen. He wanted to bring this process forward for approval before the next fiscal year.

Dr. Lee asked how the inevitable drop in housing prices and evaluations would affect the taxing bodies. He was informed that it had never happened in the history of Oak Park. District 200 is well under its rate; if the assessed evaluation goes down, the District's rate would increase closer to the allowable maximum. Mr. Rigas continued that the District levies dollars; the rate is a mathematical equation. If one's house drops in value, the

owner will not realize a lower tax bill. Ms. Patchak-Layman stated that the bigger question is if, in fact, the community has a decrease in housing and the economy is suffering, should the response of the District be to recognize that and reduce the dollars needed with which to work. She felt the District would not levy the same dollar amount at that point. Ms. Witham stated that the District could make that decision at that time.

The Committee members asked for a breakdown of Board of Education expenditures, specifically the legal fees.

Discussion ensued regarding general administration and salaries relative to the new organizational chart. Dr. Weninger noted that there would be a reduction in the line for the position of division held by Don Vogel and that had been a placeholder under the principal to pay him his current salary. Two people will split his division head responsibilities and receive stipends.

Mr. Rigas noted that when one looks at this budget, the salaries budgeted account for 83 percent, which leaves 27 percent for everything else. If one wants to make a significant impact on the budget, one should start with the 83 percent versus 27 percent. Long ago, he asked for and received an analysis of the people in the building by classification from 1975 to present; the number of non-certified people had not changed. Dr. Weninger noted that he would look at the situation but did he not believe that non-certified staff was the area in which to concentrate. He felt that it most appropriate to look at the detailed work with sectioning, staffing, spiraling special education costs, legal expenses related to Special Education, and increased outplacement. He would invite Mr. Prale and Mr. Lanenga to this conversation. Ms. Patchak-Layman suggested reviewing job classifications and responsibilities.

Dr. Lee wanted more information about special education legal costs. When Ms. Patchak-Layman asked when the last RFQ for legal and audit services occurred, Ms. Witham responded that she constantly looks for audit firms. Legal is a professional service. The law firms have hourly fees, which have remained flat. It is dependent on one's expertise to do the job. Ms. Patchak-Layman suggested looking at other types of arrangements. It should be competitive in terms of the quality of service and relationship. Ms. Witham stated that she has been happy with the legal services being provided to the business office, but if the Board of Education were not, the District could explore that option.

Mr. Rigas noted that the other area to be reviewed is the use of technology inside the building. He wanted more things online. Mr. Rigas suggested everything be online and having an opt out for those students/parents who did not have computer access and to continue to look for ways to open up access to computers for families. Dr. Weninger noted that he would start to review publications, followed by a staff review in November.

When Ms. Patchak-Layman asked why the initiatives had not been placed in the traditional educational fund, she was informed that the expenses are in the Education

Fund and that the spreadsheet is simply a management tool to track the \$1.5 million in phase-in funds.

Adjournment

The Finance Committee adjourned at 10:23 a.m.

OAK PARK & RIVER FOREST HIGH SCHOOL

FINANCE COMMITTEE MEETING

SEPTEMBER 18, 2007

FY 2006 Auditor Report

Timothy Cole, audit partner from Virchow Krause, will attend the meeting to discuss the June 30, 2006 audit results. Mr. Cole will also explain recent changes in government accounting and auditing standards and their impact on the District. He will then discuss issues concerning the Township Treasurer's Office.

OAK PARK AND RIVER FOREST HIGH SCHOOL
Finance Committee Meeting

SEPTEMBER 18, 2007

STADIUM LIGHTS

Jack Lanenga will be available for questions.

OAK PARK AND RIVER FOREST HIGH SCHOOL

Finance Committee Meeting

CONSTRUCTION UPDATE

SEPTEMBER 18, 2007

Mall

The Mall project is about 90% completed. All of the concrete has been finished (pun intended), the majority of the landscaping is in, and the lights are 90% complete. The fences are going in now, the final landscaping will go in after the fences, and the project will be completed with a full power wash of all the concrete surfaces. Still undecided is the issue of furniture. The original plan had about \$27,000 for furnishings, including garbage cans, benches with backs and benches without backs. Some of that money has eroded away because of "extras"—an extra tree stump in the daycare play area, an extra tree saved, extra concrete in the dock, extra concrete at the north end, extra rubber mulch instead of wood chips in the toddler lot, etc. There should be a short lead-time if we determine that there is enough money to purchase all or part of the furnishings, as well as additional bike racks.

I have always wanted to fix the "clock on the Mall", and we took a big step last week. We took apart the drive assembly and determined that the gears were still in good shape. We identified the problem as the motor, which would seem like good news. Unfortunately, the motor has no identifying numbers on it anywhere, and has been damaged beyond rebuilding. We are now working with a company in Massachusetts to provide pictures of the motor to the 3 manufacturers of synchronous motors.

Scoville

This project is just about done. The parking areas need to be striped, and the final landscaping needs to be completed. We were on pace to finish on time, but the weather of the week prior to school opening did not allow it to happen. Kudos to our students, parents, and staff for working around the unfinished street. They were terrific!

I would be remiss if I also did not mention the Village of Oak Park staff. Village engineer Jim Budrick, Project Engineer Roman Babinski, and their crew did a terrific job in getting the project done in 5 weeks! Discovering and repairing the sinkhole was an added bonus.

Cameras

Cameras are all in place, and we are waiting for a firm date on adjustment and final installation. As we had indicated, this project paid special attention to the outside of the building, and finished the last of the original installation of 1998.

Interior

The south hall and room 276 have been completed, as well as the floor replacement in 355 A & B. The replacement doors will be completed during winter break. Projector wiring has also been completed.

OAK PARK AND RIVER FOREST HIGH SCHOOL
Finance Committee Meeting

SEPTEMBER 18, 2007

SKYWARD

No report at this time

OAK PARK AND RIVER FOREST HIGH SCHOOL
Finance Committee Meeting

MASTERY MANAGER AGREEMENT

SEPTEMBER 18, 2007

Mastery Manager is a web-based program that scores local and standardized assessments and produces detailed reports that can inform school improvement efforts targeting student achievement at all levels: classroom, course, academic division, institution. Item analyses indicate for each question the proportion of students choosing the correct answer as well as the proportion who selected the most commonly-chosen distractor. In the hands of a classroom teacher, this information provides an excellent basis for evaluating assessments, and, more importantly, the instruction that precedes assessment. Mastery Manager also allows the alignment of test items with local and/or state standards and produces reports that identify the extent to which students collectively and individually have met those standards. For any given learning objective, it also identifies individual students who have not mastered the objective (as measured by the test). Such detailed student-level data is an essential foundation for effective, targeted approaches to instructional and programmatic improvement to increase student achievement.

In addition to its use across our academic divisions for scoring local assessments, we also intend to use Mastery Manager for most of our large-scale standardized testing, including the 8th grade EXPLORE, freshman PLAN, and sophomore Instructional ACT/WorkKeys exams. Student data will thus be more easily linked from one exam to the next, facilitating an analysis of individual and collective growth over time.

Costs to the district to implement Mastery Manager fall sharply after the first year of subscription. I anticipate that relative to FY 07 and FY 08, the costs of standardized testing will be lower in FY09 and subsequent years as we spend less on contractual services to score our EXPLORE and PLAN tests.

MASTERY MANAGER

SOFTWARE SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") is made and entered on this 1st day of April 2007 (the "Effective Date") by and between Oak Park and River Forest High School, a Illinois School District with offices located at 201 North Scoville, Oak Park, IL 60302 (hereinafter referred to as the "Customer"), and GoldStar Learning, Inc., a Georgia corporation with offices located at 3171 N Halsted Street, FL 2, Chicago, Illinois 60657 (hereinafter referred to as the "GSL").

WHEREAS, GSL is the owner or licensee of certain proprietary software products as described in more detail in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Software");

WHEREAS, GSL desires to make available to Customer, and Customer desires to obtain from GSL the right to access and use, the Software on a remote, web-enabled basis; and

WHEREAS, GSL agrees to make the Software available to Customer and Customer agrees to utilize the Software all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms and conditions:

1. USE OF SOFTWARE

1.1 License Rights. Subject to the other terms and conditions set forth herein, GSL hereby grants Customer a limited, non-exclusive, non-transferable, world-wide license during the Term to access and use the Software (but not to access or use the source code relating to the Software) for the purposes of using the Software and training Users to use the Software. Customer is authorized to grant access to and use of the Software only to its Users as defined in Section 1.2, below. Customer shall not, and Customer shall ensure that its Users do not: (i) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive any source code of the Software; (ii) alter or copy, or permit a third party to alter or copy, any part of the Software; (iii) use the Software to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other services to third parties; (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Software to any third party; or (v) create, copy, post on the Internet, or use in any other manner any screen shots or other visual depictions of the Software for any purpose without the prior written consent of GSL. Upon receiving written notification of any restrictions on the Software imposed by GSL or any embedded third party software vendors, Customer agrees to comply with any such restrictions.

1.2 Users. Customer's license to access and use the Software shall be designated on Exhibit B as either a "District-wide" license or a "School Specific" license. Under each circumstance, Customer may designate only its employees as "Users" under this Agreement. For

clarification purposes, a school district's employees shall include all employees of that school district and all employees of the specific schools within that district. However, under a School Specific license, the applicable school's employees include only those persons employed by that specific school and the employees of the district office. Each individual User will be instructed by Customer's administrative User on how to access the Software and will select a separate User name and choose his or her own password. No User may have more than one simultaneous login to the Software. Customer agrees that all Users shall be subject to all of the terms, conditions and restrictions provided by this Agreement.

1.3 Conditions of Use. When using the Software, Customer shall: (i) provide, at Customer's sole cost and expense, all services, hardware, software, and other technology (including Internet access service) necessary to access the Software and Customer shall be solely responsible for installing, maintaining, securing and supporting all such technology; (ii) be solely responsible for administering access privileges with respect to the Users and maintaining the security of all User names, passwords, and other confidential information relating to Customer's use of the Software; (iii) promptly report to GSL any errors or irregularities in the performance of the Software and, if the Software fails to function in accordance with corresponding specifications, Customer shall provide sufficient information and cooperation in support of GSL's efforts to duplicate and correct such failure; (iv) perform Customer's obligations hereunder and ensure that Customer's use of the Software shall comply with any and all applicable laws, rules, and regulations; and (v) ensure that Customer's Users comply with all terms and conditions of this Agreement.

1.4 Use of Compatible Forms. GSL has designated certain forms for data input that are compatible with and tested for use with the Software. Customer agrees that it shall use only those forms in the course of Customer's use of the Software. GSL shall not be responsible in any way for any defects, malfunctions, errors or failures in the performance of the Software or in the integrity of the data produced by the Software caused as a result of Customer's use of any forms for data input other than the compatible forms designed and made available by GSL.

1.5 Training and Support. GSL will provide introductory training and telephone support with respect to Customer's use of the Software as further described in Exhibit B.

2. PROPRIETARY RIGHTS

2.1 GSL Property. "GSL Property" includes, but is not limited to, the Software, all materials associated therewith, and any other content, products, documentation, software, materials, or other technology related to the Software including, but not limited to, any and all modifications, enhancements, updates, and configurations, whether written, printed, electronic, or in source code or any other format, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property rights in any of the foregoing.

2.2 Ownership. GSL retains all right, title, and interest in and to the GSL Property. GSL grants only those rights and licenses expressly provided for herein and does not thereby transfer any title or ownership interest to the GSL Property or any modifications, enhancements, or derivative works thereof. Customer shall not interfere with or otherwise challenge GSL's rights in the GSL Property or remove or alter, or cause or allow to be removed or altered, any

notice, symbol, or legend or any trademark, copyright notice, or other proprietary rights appearing in or on any of the GSL Property. Customer hereby assigns to GSL all rights it may have in any and all suggestions, concepts, improvements, or other enhancements communicated by Customer or Customer's Users to GSL with respect to the Software.

3. FEES AND PAYMENT TERMS

3.1 Subscription Fees. Customer shall pay GSL a twelve (12) month subscription fee as set forth in Exhibit B for the license granted hereunder. Fees associated with any Renewal Terms shall likewise be set forth in Exhibit B.

3.2 Invoices. The Subscription Fee for the Initial Term shall be due and payable upon execution of this Agreement. Subscription Fees associated with any Renewal Terms shall be set forth on a written invoice, which shall be provided to Customer at least thirty (30) days prior to the end of the then-current term and shall be due within thirty (30) days after the date of invoice. Any payments not made in full when due shall bear interest at a rate of the lesser of (a) 1½% per month on all amounts due but unpaid or (b) the maximum amount allowed by law.

3.3 Taxes. Customer shall pay all applicable taxes associated with the access to and use of the Software under this Agreement, except for taxes imposed on GSL's income and payroll. Notwithstanding the foregoing, Customer shall not be responsible for such taxes for which Customer has provided GSL with a valid, properly executed exemption certificate.

3.4 Suspension of Service. GSL shall have the right in its sole discretion to immediately suspend Customer's access to and use of the Software in the event that any invoice remains unpaid for more than thirty days after the date such invoice became due and payable. Provided that this Agreement remains in effect and that Customer is in compliance with all terms and conditions contained herein, GSL will promptly restore Customer's access to and use of the Software upon payment.

4. WARRANTY DISCLAIMERS

4.1 GSL warrants that the Software shall perform in all material respects in accordance with the then-current documentation provided by GSL. GSL's sole responsibility, and Customer's sole remedy, under this warranty with respect to any material defects in the Software shall be its use of commercially reasonable efforts to correct the defect within a reasonable period of time, or, if GSL is unable to so correct the Software, GSL shall refund to Customer the portion of the Subscription Fees that relates to the defective portion of the Software. GSL shall have no responsibility for, and this warranty shall be voided in the event of: (i) errors or defects caused by Customer's neglect, misuse, or damage to the Software; (ii) use of the Software with any technology or data not in accordance with the GSL's specifications; (iii) use of data input forms not provided by or approved by GSL; or (iv) any loss of data or use of the Software as a result of any breach of security of the technology used by Customer in connection with the Software. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, AND NONINFRINGEMENT. GSL does not warrant that: (a) the Software shall satisfy Customer's requirements; (b) is without defect or error; or (c) shall operate in an uninterrupted or error-free manner. GSL does not and cannot control the flow of data to or from GSL's network, its service provider's network, or other portions of the Internet. Accordingly, GSL cannot guarantee that Customer's connection to the Internet will not be impaired or disrupted, and GSL hereby disclaims any and all liability resulting from or related to such events.

5. CONFIDENTIALITY

5.1 Each party shall at all times, both during the term hereof and for a period of at least three (3) years after termination, keep in confidence all Confidential Information (as defined below) using a standard of care such party uses with its own information of this nature, but in no event less than reasonable care. The receiving party shall not use any Confidential Information other than in the course of its permitted activities hereunder. Without the prior written consent of the disclosing party, the receiving party shall not disclose any Confidential Information except on a "need to know" basis to an employee or contractor under binding obligations or confidentiality substantially similar to those set forth herein. If a party is legally compelled to disclose any of the other party's Confidential Information, then, prior to such disclosure, the receiving party will (i) assert the privileged and confidential nature of the Confidential Information and (ii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, the receiving party shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

5.2 "Confidential Information" shall mean this Agreement, business plans, marketing plans, affiliated parties, potential customers, customer and supplier lists, pricing information, and all information a party discloses to the other which has been either (i) characterized in writing as confidential at the time of its disclosure or (ii) orally characterized as confidential at the time of disclosure, except for information which the receiving party can demonstrate: (a) is previously rightfully known to the receiving party without restriction on disclosure; (b) is or becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or public domain; (c) is disclosed to the receiving party by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving party without access to the Confidential Information.

5.3 Notwithstanding the above, Customer agrees to maintain the confidentiality of all "trade secrets" of GSL forever, unless written consent otherwise is received by Customer. "Trade Secret" information covered by this restriction shall include, but shall not be limited to, any and all information related to the Software and documentation. All terms and conditions with respect to Confidential Information shall pertain to "trade secrets" except that the obligation of non-disclosure shall be perpetual with respect to "trade secrets."

6. OWNERSHIP AND USE OF DATA

6.1 The parties acknowledge and agree that, as between Customer and GSL, all information and data collected, processed or generated as a result of Customer's use of the

Software, including all personally identifiable information related to an individual student, shall be owned by Customer. GSL shall treat all such information and data as Customer Confidential Information. GSL shall be entitled to maintain back up databases of such information and data, but shall only use such information and data as necessary to fulfill its obligations under this Agreement. Upon request by Customer and payment of a nominal fee to cover GSL's administrative costs, GSL will provide to Customer a copy of Customer's raw data as it exists on GSL's databases on a compact disk or other mutually agreed to media format.

7. TERM AND TERMINATION

7.1 Unless earlier terminated in accordance to the terms hereof, this Agreement shall remain in force and effect for a period of twelve (12) months from the date of execution hereof (the "Initial Term"). This Agreement shall automatically renew for additional and consecutive twelve (12) month periods (each, a "Renewal Term") unless either party notifies the other party of their intent not to renew this Agreement at least sixty (60) days prior to the end of the then-current term. The term of this Agreement (the "Term") shall include the Initial Term and any Renewal Term(s). **EACH PARTY HEREBY ACKNOWLEDGES AND AGREES TO THE FOREGOING AUTOMATIC RENEWAL PROVISION.**

7.2 This Agreement may be terminated for cause by either party upon twenty (20) days written notice to the other party in the event the other party fails to perform or observe any term, covenant, or agreement contained in this Agreement to be performed or observed by said party and such failure remains unremedied for twenty (20) days after written notice thereof.

7.3 At the discretion of GSL, if, during the Term, significant changes and improvements are made to the Software, Customer agrees to enter into an additional license agreement or amendment to this Agreement in order to be eligible to receive such upgraded Software.

7.4 Upon termination or expiration of this Agreement, Customer shall cease using the Software and promptly return all documentation and all related materials to GSL (or destroy all copies thereof) within fourteen (14) days following the date of termination.

8. INDEMNIFICATION; LIMITATION OF LIABILITY

8.1 Customer will defend, hold harmless and indemnify GSL against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against GSL to the extent based on an allegation that information, data, content or other material imported into the software by Customer or at Customer's request infringes or misappropriates any patent, copyright, trademark, trade secret or any other proprietary right of a third party,

8.2 IN NO EVENT WILL GSL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE

LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. FURTHER, IN NO EVENT WILL GSL'S CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS REGARDING THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, EXCEED THE FEES PAID BY CUSTOMER TO GSL FOR ANY PART OF THE SOFTWARE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION FIRST OCCURRED.

8.3 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GSL IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF INFORMATION, DATA, CONTENT OR OTHER MATERIAL IMPORTED INTO THE SOFTWARE THAT HAS BEEN PROVIDED BY CUSTOMER OR A THIRD PARTY, NOR IS GSL RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF ANY INFORMATION, DATA, CONTENT OR OTHER MATERIAL FOUND ON ANY THIRD PARTY WEB SITES TO WHICH THE SOFTWARE MIGHT LINK.

9. MISCELLANEOUS

9.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by Customer, including purchase order, and Customer hereby disclaims any terms therein, except for terms therein relating to product description, quantity thereof, pricing therefore, shipment and delivery.

9.2 This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, legal representatives and assigns. Notwithstanding the foregoing, Customer shall not assign its rights or obligations hereunder without the prior written consent of GSL.

9.3 This Agreement may be amended only by a writing signed by duly authorized representatives of each party.

9.4 This Agreement and performance hereunder shall be governed in accordance with the laws of the State of Illinois, without regard to its principles or rules regarding choice of law. No action involving this Agreement may be brought except in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, Eastern Division.

9.5 In the event of a breach of any of the terms and conditions contained herein, the prevailing party shall be entitled to recover from the breaching party its reasonable attorney's fees and costs incurred in enforcing its rights hereunder.

9.6 If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

9.7 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

9.8 The provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

9.9 Agreement may be executed in counterparts or by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

9.10 Neither party shall be in default or be liable for any delay, failure in performance or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

9.11 The relationship between GSL and Customer is that of independent contractors and neither Customer nor its agents shall have any authority to bind GSL in any way.

9.12 If any GSL professional services are being provided, then such professional services are provided pursuant to the terms of a separate agreement between GSL and Customer. The parties acknowledge that such services are acquired independently of the Software licensed hereunder, and that provision of such services is not essential to the functionality of such Software.

9.13 The headings of the sections of this Agreement are used for convenience only and shall have no substantive meaning.

9.14 GSL may use Customer's name in any customer reference list, marketing materials or in any press release issued by Developer regarding the licensing of the Software and/or provide Customer's name and the names of the Software licensed by GSL to business partners of GSL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


GOLDSTAR LEARNING, INC.	OAK PARK RIVER FOREST HIGH SCHOOL
By:  _____ Printed Name: <u>Peter M. Duffy</u> Title: <u>President</u>	By: _____ _____ Printed Name: _____ Title: _____

EXHIBIT A

SOFTWARE

Mastery Manager located at <https://www.masterymanager.com> is an ASP model web based software solution for school personnel to manage student assessment data and monitor student performance. Mastery Manager allows a user to scan and score student tests and generate various types of reports utilizing data from the student assessment results. These reports include, but are not limited to, scoring reports, assessment analysis, student progress, student scores, and educational learning standards progress reports. Mastery Manager allows for the disaggregating of data for a variety of reporting purposes.

EXHIBIT B

MASTERY MANAGER SOFTWARE SUBSCRIPTION LICENSE FEES

Type of Subscription License (check one): X District Wide License
 School Specific License

Name of School or District: Oak Park River Forest High School District

DISTRICT WIDE MASTERY MANAGER LICENSE AGREEMENT		
1 School, 3,100 Students		
INITIAL SUBSCRIPTION TERM	INITIAL SUBSCRIPTION FEE	
04/01/07-06/31/08	Mastery Manager Core Module	\$21,956.25
	ACT Module	\$1,243.75
12 MONTH ANNUAL RENEWAL	ANNUAL RENEWAL FEE	
1st Renewal Fee Due 07/01/08	Mastery Manager Core Module	\$1.95 Per Student
	ACT Module	\$995.00 Per Year
ADDITIONAL STUDENTS		
Enrollments within the licensed district will be reviewed on an annual basis. Mastery Manager Core Module is licensed for a District enrollment up to 3,162 students which accounts for a 2% enrollment growth without additional fees. Additional student enrollment exceeding 3,162 students will be charged an Initial Subscription Fee of \$5.95 per student and then the prevailing annual renewal fee thereafter.		

*Initial Subscription Fees and Subscription Fees for Renewal Terms shall be subject to annual increases upon thirty (30) days written notice to Customer.

Product #	Description	Enrollment	Individual School Initial Subscription Fee
MMIDS-8500	Oak Park River Forest High School Mastery Manager™ Initial 15 Month District Subscription License Fee For 3,100 Students	3,100	\$21,956.25
3550	Mastery Manager Initial Setup: Covers Setup of The District's Mastery Manager Database, Review and Initial Import of Student and Schedule Data Files. Setup of The Illinois State Learning Standards.		Included
6001-TS	Unlimited Telephone And Remote System Support For Two Designated Mastery Manager System Administrators per school.		Included
6001-1	1 Day of On-Site Professional Development		Included

MM-ACT	Mastery Manager ACT Module 15 Month Initial Subscription Free 04/01/07-06/31/08		\$1,243.75
MM-IDS_8500	LESS Credit for Mastery Manager Pilot Fee Paid		(\$2,500.00)
	Net Mastery Manager Initial School Subscription Fee		\$20,700.00
ANNUAL RENEWAL			
MMASR-8500	Mastery Manager Core Module Annual Software Subscription Renewal Fee. Payable 12 Months After The Start Of Your Initial Mastery Manager Subscription.		\$1.95 Per Student

Professional Development and Ongoing Support

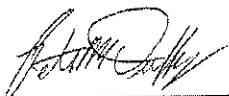
The Mastery Manager subscription includes one day of on-site "train the trainer" instruction and staff development during the initial 12 months of implementation. Additional days may be added at \$1,500.00 for the first day and \$900.00 each additional consecutive day inclusive of travel, hotel and meal expenses.

For the period of the contract two designated Mastery Manager Administrators from each school will receive unlimited ongoing product support via email or a toll free number to GoldStar Learning Technical Support Personnel. The appointed Mastery Manager Administrators at each school will be the point of contact between the school personnel and GoldStar Learning support personnel.

Product Updates

Updates and enhancements to the Mastery Manager Core Module to which Customer has subscribed are included as part of the annual Subscription Fee. Updates and enhancements include minor changes and fixes to existing functionality but do not include new functionality.

New functionality provided through Add-on Modules to the Mastery Manager Core product may also be developed. Customers will be notified when new modules have been developed and may choose to add these modules to the core Mastery Manager Module for an additional subscription fee. Additional modules may include applications such as item banking with online testing, data warehousing, surveys, etc.

GOLDSTAR LEARNING, INC.	OAK PARK RIVER FOREST HIGH SCHOOL
By: 	By:
Printed Name: <u>Peter M. Duffy</u>	Printed Name: _____
Title: <u>President</u>	Title: _____



Toll Free (877) 365-8745
support@GoldStarLearning.com

www.masterymanager.com

MasteryManager
Student Information System Export File Format

Mastery Manger requires the import of **two separate ASCII** files from your student information system. The student file and the schedule file. The file layouts are described below.

FILE 1

STUDENT INFORMATION FILE

REQUIRED FIELDS						OPTIONAL FIELDS	
Student ID	Last Name	First Name	BUILDING #	GRADE	GENDER	DEMO CODES BLANK FIELDS ARE NO CODE FOR THAT STUDENT FOR THAT DEMO CODE	STUDENT ENROLLMENT DATE
819003792	LNAME	FNAME	18	04	M	2,,01,,,,,x,00	01/18/93
5865049	LNAME	FNAME	A	32	12	F,2,,04,,,y,,,00	11/19/84
359909787	LNAME	FNAME	14	04	F	4,,04,,f,,,,,00	05/06/95
427819257	LNAME	FNAME	15	01	M	2,,01,,r,,,,,00	09/22/96

Delimiters

Coma , or Pipe |

zz,xxx,00,yy

zz|xxx|00|yy

Example of a properly formatted ASCII student import file with coma delimiters (may use pipe | delimiter as well).

Note: QUOTES AROUND EACH FIELD IS FINE. All fields should be left justified with no extra spaces in the fields. Please include a header line in your file so we know the name of your fields.

Student Information File Fields

- | | |
|--|---------------------|
| 1. Student's ID Number | up to 20 characters |
| 2. Student's Last Name | up to 50 characters |
| 3. Student's First Name | up to 50 characters |
| 4. Student's Building Code | up to 20 characters |
| 5. Student's Grade or Graduation Year | up to 20 characters |
| 6. Gender | up to 20 characters |
| 7 Unlimited # of Demographic Codes Can Follow Gender | up to 20 characters |
| 8. Demographic Code | up to 20 characters |
| 9. Demographic Code and so on. | up to 20 characters |

For more information contact GoldStar Learning Inc. technical support at (877) 365-8745
Please email sample files to support@GoldStarLearning.com

MasteryManager
Student Information System Export File Format

FILE 2

STUDENT SCHEDULE FILE

GRADE 6-12 SCHEDULES	GRADE K-5 SCHEDULES
----------------------	---------------------

Student ID	Building Number	Course Number	Course Name	Section #	Teacher Number	Teacher Name	Semester
------------	-----------------	---------------	-------------	-----------	----------------	--------------	----------

1513281,20,7C264Y,MUSIC,1,999702,TeacherName,1
1513281,20,7C281Y,LIFE SKILLS,1,2781956,TeacherName,1
1513281,20,7C287Y,IND TECH 7-C,2,354171,TeacherName,2
1513281,20,7C353Y,HEALTH 7-C,1,280133,TeacherName,1
1513281,20,7C391R,P.E. TEAM 3,1,718994,TeacherName,2
1514066,21,232UAS,COMPUTERS 8,4,,TeacherName
1514066,21,272UAS,IN
1514066,21,316HN,HC
1514066,21,317HN,G
1514066,21,337HY,G

For Grade 6-12 Schedule Files there will be multiple lines for each student ID. One for each course they are registered in.

Student ID	Building Number	Substitute Teacher Name for Course Number	Substitute Grade Name for Course Name	Substitute Grade # for Section Number	Teacher Number	Teacher Name
------------	-----------------	---	---------------------------------------	---------------------------------------	----------------	--------------

820003769,19,TeacherName,Grade 05,05,12983,TeacherName
820003771,13,TeacherName,Grade 02,02,69823,TeacherName
820003772,15,TeacherName,Grade 02,02,987456,TeacherName
820003773,15,TeacherName,Grade 03,03,89345,TeacherName
820003775,19,TeacherName,Grade 05,05,905756,TeacherName
820003776,18,TeacherName,Grade 02,02,25632,TeacherName
820003777,19,
820003782,19,
820003783,19,
820003786,19,TeacherName,Grade 05,05,12983,TeacherName

For Grade K-5 Schedule Files there will be a single line for each student ID, since they do not change classes.

Note: QUOTES AROUND EACH FIELD IS FINE. All fields should be left justified with no extra spaces in the fields. Please include a header line in your file so we know the name of your fields.

Delimiters

Coma , or Pipe |

zz,xxx,oo,yy

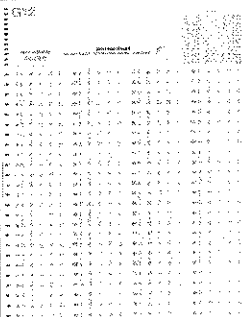
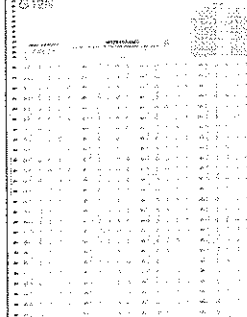
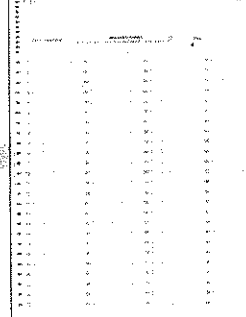
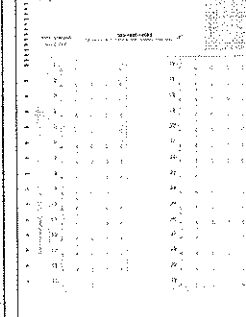
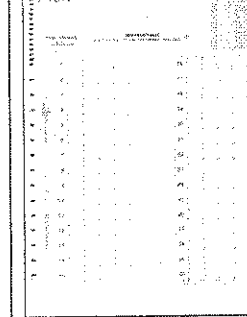
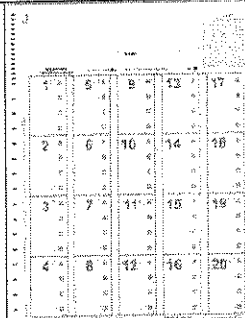
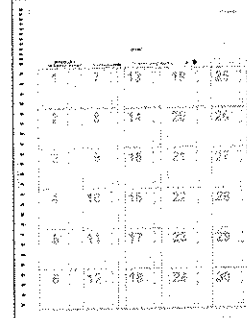
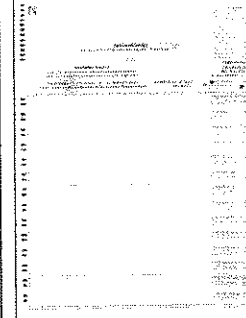

zz|xxx|oo|yy

Student Schedule File Field Lengths

- | | |
|--|---------------------|
| 1. Student's ID Number | up to 20 characters |
| 2. Student's Building Code | up to 20 characters |
| 3. Course Number (Teacher Name for K-5 Schedule) | up to 20 characters |
| 4. Course Name (Grade Name (Grade 5) For K-5 Schedules) | up to 50 characters |
| 5. Course Section Number (Grade Number (05) For K-5 Schedules) | up to 20 characters |
| 6. Teacher Number | up to 20 characters |
| 7. Teacher Name (last name,first name) | up to 50 characters |
| 8. Semester | up to 20 characters |

For more information contact GoldStar Learning Inc. technical support at (877) 365-8745
Please email sample files to support@GoldStarLearning.com

Mastery Manager Answer Form Ordering Information

				
Form G12 MA-2S220GV12 220 Questions, 5 Alpha Responses A B C D E Double Sided 100 Q. Front 120 Q. Back 1000 Forms Per Package \$100.00 Per Package	Form G12N MA-2S220GV12N 220 Questions, 5 Numeric Responses 1 2 3 4 5 Double Sided 100 Q. Front 120 Q. Back 1000 Forms Per Package \$100.00 Per Package	Form GD MA-2X100 Dual Use Alpha Responses A B C D E 100 Q. Front 100 Q. Back 500 Forms Per Package No Quantity Discounts \$75.00 Per Package	Form H12 MA-2S70V12 70 Question, 5 Alpha Responses A B C D E Double Sided 30 Q. Front 40 Q. Back 1000 Forms Per Package \$100.00 Per Package	Form H12N MA-2S70V12N 70 Question, 5 Numeric Responses 1 2 3 4 5 Double Sided 30 Q. Front 40 Q. Back 1000 Forms Per Package \$100.00 Per Package
			 Please Issue All Purchase Orders as Follows: GoldStar Learning, Inc. 3171 N Halsted St. Floor 2 Chicago, IL 60657 Toll Free: (877) 365-8745 Please mail purchase orders to the above address or for faster response fax to the number below. FORMS FAX ORDER LINE: (312) 896-7376 Note: Form prices do not include shipping. There may be a shipping variance of +/- 10 percent from quantities ordered. You will only be billed for the actual quantity shipped.	
Form J MA-2S2045 45 Question, 4 Alpha Responses A B C D Double Sided, Large Bubble 20 Q. Front 25 Q. Back 1000 Forms Per Package \$100.00 Per Package	Form I MA-P2S3070 70 Question, 4 Alpha Responses A B C D Double Sided, Large Bubble 30 Q. Front 40 Q. Back 1000 Forms Per Package \$100.00 Per Package	Form N MA-SPL14 14 Event Performance Form 1000 Forms Per Package \$100.00 Per Package		

Quantity Pricing

Number of Packages (1000 forms per package)			Number of Packages (1000 forms per package)		
Number of Forms	Price Per Package		Number of Forms	Price Per Package	
1,000-4,000	1-4	\$100.00	80,000-84,000	80-84	\$80.00
5,000-9,000	5-9	\$98.75	85,000-89,000	85-89	\$78.75
10,000 -14,000	10-14	\$97.50	90,000-94,000	90-94	\$77.50
15,000-19,000	15-19	\$96.25	95,000-99,000	95-99	\$76.25
20,000-24,000	20-24	\$95.00	100,000-104,000	100-104	\$75.00
25,000-29,000	25-29	\$93.75	105,000-109,000	105-109	\$73.75
30,000-34,000	30-34	\$92.50	110,000-114,000	110-114	\$72.75
35,000-39,000	35-39	\$91.25	115,000-119,000	115-119	\$71.25
40,000-44,000	40-44	\$90.00	120,000-124,000	120-124	\$70.00
45,000-49,000	45-49	\$88.75	125,000-129,000	125-129	\$68.75
50,000-54,000	50-54	\$87.50	130,000-134,000	130-134	\$67.50
55,000-59,000	55-59	\$86.25	135,000-139,000	135-139	\$66.25
60,000-64,000	60-64	\$85.00	140,000-144,000	140-144	\$65.00
65,000-69,000	65-69	\$83.75	145,000-149,000	145-149	\$63.75
70,000-74,000	70-74	\$82.50	150,000 and above	150 and above	\$62.50
75,000-79,000	75-79	\$81.25			

OAK PARK AND RIVER FOREST HIGH SCHOOL
Finance Committee Meeting

Physical Therapist, Occupational Therapist and Psychologist Contracts

September 18, 2007

The following are three contracts for the Physical Therapist, Occupational Therapist and Psychologist that work with our Special Education students.

**OAK PARK AND RIVER FOREST
HIGH SCHOOL DISTRICT No. 200**

Professional Services Contract

This Agreement is made by and between Oak Park and River Forest High School District 200, an Illinois unit of local government ("School District") and the professional Service provider ("Provider") named below, on the date hereinafter set forth.

In consideration of the recitals and the mutual covenants set forth in the Agreement, the parties agree as follows:

SECTION 1. RECITALS

- A. Provider Retained: The School District desires to obtain the Services of the Provider identified below to provide the Services and perform the work described below for the fee hereinafter set forth:

Service Provider: Steven Meyer, LCSW

Contact Person: Linda Cada

Address: 1140 Lake St. Suite 302 Oak Park, IL 60302

Telephone: 708 - 848 - 5599

Email: _____

Fax: _____

Brief Description
of Services:

For identified students the Provider is to provide the School District with case study evaluations and re-evaluations as prescribed by the Special Education Division in keeping with the laws of the School Code of Illinois. As available, the Provider will participate in student staffings and student classroom observations as appropriate or as requested by the School District.

Time Period of Work: August 21, 2007 - June 6, 2008

Fee/Rate: \$400.00/initial evaluation; \$350.00/re-evaluation; \$55.00 hourly for staffings beyond the first hour and \$27.50 for classroom observations per occurrence.

Contract Administrator: Linda Cada, Director of Special Education

- B. Representations by Provider: The Provider represents that he is qualified to provide the Services called for in this Agreement, and has the required education, training, skills, equipment, licenses and certifications necessary to perform the work.
- C. School District Authority: The School District represents that it has the authority to enter into this Agreement, that funds have been appropriated to pay for the work to be performed and that the person executing this Agreement is authorized to perform the designated work.

OAK PARK AND RIVER FOREST
HIGH SCHOOL DISTRICT No. 200

Professional Services Contract

This Agreement is made by and between Oak Park and River Forest High School District 200, an Illinois unit of local government ("School District") and the professional Service provider ("Provider") named below, on the date hereinafter set forth.

In consideration of the recitals and the mutual covenants set forth in the Agreement, the parties agree as follows:

SECTION 1. RECITALS

- A. Provider Retained: The School District desires to obtain the Services of the Provider identified below to provide the Services and perform the work described below for the fee hereinafter set forth:

Service Provider: Jeanne McCoy

Contact Person: Linda Cada

Address: 805 S. Humphrey Oak Park, IL 60304

Telephone: 708 - 386 - 7489

Email: _____

Fax: _____

Brief Description
of Services:

For identified students the Provider is to provide the School District with physical therapy services and evaluations as prescribed by the Special Education Division in keeping with the laws of the School Code of Illinois. As available, the Provider will participate in student staffings and student classroom observations as appropriate or as requested by the School District.

Time Period of Work: August 21, 2007 - June 6, 2008

Fee/Rate: \$65.00 per hour for PT services.

Contract Administrator: Linda Cada, Director of Special Education

- B. Representations by Provider: The Provider represents that she is qualified to provide the Services called for in this Agreement, and has the required education, training, skills, licenses and certifications necessary to perform the work.
- C. School District Authority: The School District represents that it has the authority to enter into this Agreement, that funds have been appropriated to pay for the work to be performed and that the person executing this Agreement is authorized to perform the designated work.

**OAK PARK AND RIVER FOREST
HIGH SCHOOL DISTRICT No. 200**

Professional Services Contract

This Agreement is made by and between Oak Park and River Forest High School District 200, an Illinois unit of local government ("School District") and the professional Service provider ("Provider") named below, on the date hereinafter set forth.

In consideration of the recitals and the mutual covenants set forth in the Agreement, the parties agree as follows:

SECTION 1. RECITALS

- A. Provider Retained: The School District desires to obtain the Services of the Provider identified below to provide the Services and perform the work described below for the fee hereinafter set forth:

Service Provider: Lisa Vincent

Contact Person: Linda Cada

Address: 805 S. Highland Oak Park, IL 60304

Telephone: 708 - 763 - 8734

Email: LVincent@OPRFHS.ORG

Fax: _____

Brief Description
of Services:

For identified students the Provider is to provide the School District with occupational therapy services and evaluations as prescribed by the Special Education Division in keeping with the laws of the School Code of Illinois. As available, the Provider will participate in student staffings and student classroom observations as appropriate or as requested by the School District.

Time Period of Work: August 21, 2007 - June 6, 2008

Fee/Rate: \$65.00 per hour for ^{OT}PT services.

Contract Administrator: Linda Cada, Director of Special Education

- B. Representations by Provider: The Provider represents that she is qualified to provide the Services called for in this Agreement, and has the required education, training, skills, equipment, licenses and certifications necessary to perform the work.
- C. School District Authority: The School District represents that it has the authority to enter into this Agreement, that funds have been appropriated to pay for the work to be performed and that the person executing this Agreement is authorized to perform the designated work.

SECTION 4. PERSONNEL; SUBCONTRACTORS

- A. Personnel: This Agreement is for the personal services of the Provider named in Section IA (Lisa Vincent). The School District intends and expects that the Services called for by this Agreement shall be provided by Ms. Vincent and that no substitution of other individuals will occur without the expressed written agreement of the School District.
- B. Availability: Provider warrants that she is personally available and qualified to perform the Services called for in this Agreement as required by the staffing schedule.
- C. Subcontractors: The Provider shall personally perform the services required. No subcontractors shall be called upon to perform any part of the work without express written approval of the School District. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by the Provider. The term "Provider" shall include any authorized subcontractor and every subcontract shall be deemed to include a provision binding the subcontractor to all provisions of this Agreement.
- D. Removal of Personnel or Subcontractors: If in the assessment of the School District, the Provider or subcontractor(s) fails to perform the services in a manner satisfactory to the School District based on the performance requirements identified in Appendix A, the School District Contract Administrator will provide written notification to the Provider regarding the unsatisfactory performance. Upon such notification, the Provider will assess the allegation(s) and discuss it with the Contract Administrator in an effort to achieve resolution of the unsatisfactory performance. If the allegation is founded and a satisfactory resolution to the complaint is unable to be agreed upon by both parties, the School District may give notice of an immediate end to the relationship with the Provider. If any of the Provider's personnel or subcontractors fails to perform the Services in a manner satisfactory to the School District, the Provider shall, upon notice, immediately remove and replace such personnel or subcontractor. If Provider fails to so remove or replace, the School District may bar any such person from access to any School District property or facility and cause replacement with a person or subcontractor of its own choosing, at Provider's expense. The Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for any delay of the work as a result of any such removal or replacement.
- E. Background Check and Medical Examination: By the execution of this Agreement, the Provider warrants that the Provider and any of the Provider's personnel or subcontractors who will or may enter upon School District grounds or facilities, or come into contact with students or School District employees, shall have undergone a criminal background investigation and shall have been determined not to have committed any offense described in 105 ILCS 5/10-21.9(c). Further, Provider warrants that any such personnel or subcontractors shall have submitted to a physical examination and have been determined to be free of any communicable disease, including hepatitis and tuberculosis.

- B. Indemnification: The Provider shall indemnify, save harmless, and defend the School District, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively, "Claims") that may arise, or be alleged to have arisen, out of or in connection with the Provider's performance of, or failure to perform, the services or any part thereof, or any failure to meet the representations and warranties set forth in this Agreement.
- C. Insurance: Provider shall, during the term of this Agreement, maintain in effect insurance policies for general comprehensive liability, automobile liability, and professional liability, Contemporaneous with the Provider's execution of this Agreement, the Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the School District, and evidencing minimum insurance coverages and limits of not less than \$1 million/\$3 million for GCL and professional liability and \$100,000/\$300,000 for automobile liability, or as set forth in Appendix C to this Agreement. GCL, auto and professional policies shall provide coverage for "occurrences" during the term of the policy and not for "claims made." All such policies shall name the School District, its officers, trustees, employees, and volunteers as additional insureds. For good cause shown, the School District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the School District may impose in the exercise of its sole discretion. Such certificates and policies shall be with a company acceptable to the School District and from companies with a general rating of A, and a financial size category of Class V or better as listed in Best's Insurance Guide. Such insurance policies shall provide that no material change in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the School District. The Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Provider's expense, the insurance coverages provided above.
- D. No Personal Liability: No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Provider as the result of the execution, of this Agreement.

SECTION 7. GENERAL PROVISIONS

- A. Relationship of the Parties: The Provider shall act as an independent contractor in providing and performing the required services. Nothing in, nor done pursuant to this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and Provider; or (ii) to create any relationship between the School District and any subcontractor of the Provider.
- B. Conflict of Interest: The Provider represents and certifies that, (i) to the best of the Provider's knowledge, no School District employee or agent is interested in the business of the Provider or this Agreement; (ii) as of the date of this Agreement neither the Provider nor any person employed or associated with the Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iii) neither the Provider nor any person employed by or associated with the Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

2. Termination of Agreement by School District. The School District may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement with the submission of a 30-day written notice of termination to the Provider.
 3. Withholding of Payment by School District. The School District may withhold from any payment, whether or not previously approved, or may recover from the Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the School District as the result of any Event of Default by the Provider or as a result of actions taken by the School District in response to any Event of Default by the Provider.
- I. No Additional Obligation: The Parties acknowledge and agree that the School District is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Provider, or with any vendor solicited or recommended by the Provider.
 - J. Agreements with Vendors: Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Provider to vendors shall be subject to the approval of the School Board. The School District shall not be liable to any vendor or other third party for any agreements made by the Provider purportedly on behalf of the School District, without the knowledge and approval of the School District.
 - K. Mutual Cooperation: The School District agrees to cooperate with the Provider in the performance of the services required under this Agreement, including meeting with the Provider and providing the Provider with such confidential and non-confidential information that the School District may have that may be relevant and helpful to the Provider in the performance of the services. The Provider agrees to cooperate with the School District in the performance of and the completion of the services.
 - L. News Releases: The Provider shall not issue any news releases or other public statements regarding services performed under this Agreement without prior approval from the School District.
 - M. Ownership: Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, and any other documents, data, or information, in any form, prepared, collected, or received by the Provider in connection with any or all of the services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the School District. At the School District's request, or upon termination of this Agreement, the Provider shall cause the Documents to be promptly delivered to the School District.

- E. Third Party Beneficiary: No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Provider shall be made or be valid against the School District.
- F. Provisions Severable: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. Time: Time is of the essence in the performance of this Agreement.
- H. Governing Law: This Agreement shall be interpreted according to the internal laws, but not in conflict of laws, rules or regulations of the State of Illinois.
- I. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supercedes any and all previous or contemporaneous oral or written agreements and negotiations between the School District and the Provider with respect to the Services.
- J. Waiver: No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. Appendixes: Appendixes A, B and C, if attached hereto, are incorporated in and made a part of this Agreement. In the event of a conflict between the Appendix and the text of this Agreement, the text of the Agreement shall control.
- L. Rights Cumulative: Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.
- M. Counterparts. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED this 27th day of August 2007.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

By _____
Cheryl Witham, Chief Financial Officer

Date _____

By _____
Linda Cada, Director of Special Education/
Contract Administrator

Date _____

By 
Lisa Vincent, Service Provider

Date 8/27/07

7. EXCLUSIVE SERVICES. There is no exclusive right to service between the School District and the Provider.
8. REFERRAL FOR SERVICE. The Provider is prohibited from referring School District students to the private practice of the Provider or the private practice of other service providers used by the School District.
9. ACCESS TO RECORDS. In accordance with all applicable federal laws and regulations, the School District agrees to give the Provider access to records necessary to facilitate the required work. All needed student records and release of information forms shall remain the property of the School District and shall be held in the strictest confidence.

SECTION 2: SCOPE OF SERVICES

- A. Retention of the Service Provider: The School District retains the Provider to perform, and the Provider agrees to perform, the work described in Appendix A hereto ("Services"), subject to the terms and conditions of this Agreement.
- B. Commencement: The Provider shall commence the work upon receipt of written notice from the School District that this Agreement has been fully executed by the parties, and shall diligently and continuously provide the Services called for until completion of the work, or until termination of this Agreement by the School District, and in no event later than June 30, 2008.
- C. Direction: The Provider shall receive and follow instructions regarding the work from the Director of Special Education (Contract Administrator); provided, however, that no employment relationship shall be created by such instructions, and the Provider shall in all respects function as an independent contractor.

SECTION 3. COMPENSATION

- A. Amount to be Paid: The total amount billed by Provider for the Services called for in this Agreement shall not exceed the amount set forth in Section 1A of this Agreement, or as may be set forth in any Schedule of Fees which may be attached hereto and incorporated herein as Appendix B, or any written amendment hereof.
- B. Invoices and Payment: The Provider shall submit invoices in an approved format to the School District for fees earned and approved compensable costs, if any, incurred in performing this Agreement. The School District shall pay the amount billed within 45 days following approval of each invoice for payment.
- C. Records: The Provider shall maintain records showing actual time devoted to the performance of the work called for in this Agreement, and shall permit the authorized representative of the School District to inspect and audit all data and records of the Provider for work done under this Agreement. The records shall be made available to the School District at reasonable times during the Agreement period and for three years following termination of the Agreement.
- E. Taxes, Benefits and Royalties: The Provider shall be responsible for any and all federal, state and local taxes, of any kind, applicable to the services provided, and any taxes, contributions, premiums for unemployment insurance and FICA arising from the services provided. Furthermore, the Provider shall be responsible for fees related to provider purchases of any patented, copyrighted or trademarked material, equipment, tool, supplies, devices, processes or inventions used in the provision of services to the School District. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fees is hereby waived and released by Provider.

SECTION 4. PERSONNEL: SUBCONTRACTORS

- A. Personnel: This Agreement is for the personal services of the Provider named in Section 1A (Jeanne McCoy). The School District intends and expects that the Services called for by this Agreement shall be provided by Mrs. McCoy and that no substitution of other individuals will occur without the expressed written agreement of the School District.
- B. Availability: Provider warrants that she is personally available and qualified to perform the Services called for in this Agreement as required by the staffing schedule.
- C. Subcontractors: The Provider shall personally perform the services required. No subcontractors shall be called upon to perform any part of the work without express written approval of the School District. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by the Provider. The term "Provider" shall include any authorized subcontractor and every subcontract shall be deemed to include a provision binding the subcontractor to all provisions of this Agreement.
- D. Removal of Personnel or Subcontractors: If in the assessment of the School District, the Provider or subcontractor(s) fails to perform the services in a manner satisfactory to the School District based on the performance requirements identified in Appendix A, the School District Contract Administrator will provide written notification to the Provider regarding the unsatisfactory performance. Upon such notification, the Provider will assess the allegation(s) and discuss it with the Contract Administrator in an effort to achieve resolution of the unsatisfactory performance. If the allegation is founded and a satisfactory resolution to the complaint is unable to be agreed upon by both parties, the School District may give notice of an immediate end to the relationship with the Provider. If any of the Provider's personnel or subcontractors fails to perform the Services in a manner satisfactory to the School District, the Provider shall, upon notice, immediately remove and replace such personnel or subcontractor. If Provider fails to so remove or replace, the School District may bar any such person from access to any School District property or facility and cause replacement with a person or subcontractor of its own choosing, at Provider's expense. The Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for any delay of the work as a result of any such removal or replacement.
- E. Background Check and Medical Examination: By the execution of this Agreement, the Provider warrants that the Provider and any of the Provider's personnel or subcontractors who will or may enter upon School District grounds or facilities, or come into contact with students or School District employees, shall have undergone a criminal background investigation and shall have been determined not to have committed any offense described in 105 ILCS 5/10-21.9(c). Further, Provider warrants that any such personnel or subcontractors shall have submitted to a physical examination and have been determined to be free of any communicable disease, including hepatitis and tuberculosis.

SECTION 5. CONFIDENTIAL INFORMATION

- A. Confidential Information: The term "Confidential Information" shall mean information in the possession or under the control of the School District relating to the technical, business or corporate affairs of the School District; student records; School District property; and user information, including without limitation, any information pertaining to usage of the School District's computer system, including without limitation, any information obtained from server logs or other records of electronic or machine readable form during the terms and conditions of this Agreement. School District Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Provider from a source other than the School District prior to the time of disclosure of that information to the Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Provider or the School District; or (iv) to have been supplied to the Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the School District to maintain such information in confidence.
- B. No Disclosure of Confidential Information by the Provider: The Provider acknowledges that she may, in performing the services for the School District under this Agreement, have access to or be directly or indirectly exposed to confidential information. The Provider shall hold confidential all confidential information and shall not disclose or use such confidential information without express prior written consent of the School District. The Provider shall use reasonable measures at least as strict as those the Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and independent contractors of the Provider to execute a nondisclosure agreement before obtaining access to confidential information belonging to the School District.
- C. Proprietary Information of Provider: The School District agrees that it will not disclose any proprietary information of the Provider which it may acquire during the term of this Agreement, to any person or entity other than as may be necessary to the performance or administration of the Agreement or as required by law, provided that such information has been expressly identified by the Provider as proprietary information.

SECTION 6. WARRANTY, INDEMNIFICATION AND INSURANCE

- A. Warranty of Services: The Provider warrants that the Services shall be performed in accordance with the current industry standards of professional practice, care, and diligence practiced by recognized firms and individuals in the performance of Services of a similar nature in existence at the time of performance. The Warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the School District.

- B. Indemnification: The Provider shall indemnify, save harmless, and defend the School District, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively, "Claims") that may arise, or be alleged to have arisen, out of or in connection with the Provider's performance of, or failure to perform, the services or any part thereof, or any failure to meet the representations and warranties set forth in this Agreement.
- C. Insurance: Provider shall, during the term of this Agreement, maintain in effect an insurance policy for professional liability. Contemporaneous with the Provider's execution of this Agreement, the Provider shall provide a certificate of insurance, with coverages and limits acceptable to the School District. The certificate of insurance shall evidence minimum insurance coverages and limits of not less than \$1 million/\$3 million for professional liability. The professional policy shall provide coverage for "occurrences" during the term of the policy and not for "claims made." For good cause shown, the School District may extend the time for submission of the required policy of insurance upon such terms, and with such assurances of complete and prompt performance, as the School District may impose in the exercise of its sole discretion. The certificate of insurance shall be with a company acceptable to the School District and from companies with a general rating of A, and a financial size category of Class V or better as listed in Best's Insurance Guide. The insurance policy shall provide that no material change in or cancellation of the insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the School District. The Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Provider's expense, the insurance coverages provided above.
- D. No Personal Liability: No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Provider as the result of the execution, of this Agreement.

SECTION 7. GENERAL PROVISIONS

- A. Relationship of the Parties: The Provider shall act as an independent contractor in providing and performing the required services. Nothing in, nor done pursuant to this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and Provider; or (ii) to create any relationship between the School District and any subcontractor of the Provider.
- B. Conflict of Interest: The Provider represents and certifies that, (i) to the best of the Provider's knowledge, no School District employee or agent is interested in the business of the Provider or this Agreement; (ii) as of the date of this Agreement neither the Provider nor any person employed or associated with the Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iii) neither the Provider nor any person employed by or associated with the Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. No Collusion: The Provider represents and certifies that the Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Provider is contesting, in accordance with the procedures established by the appropriate revenue act,

its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/1142.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 et seq. The Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the School District prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Provider shall be liable to the School District for all loss or damage that the School District may suffer, and this Agreement shall, at the School District's option, be null and void.

- D. Sexual Harassment Policy: The Provider certifies that she will be in complete compliance with the School Code of Illinois Sexual Harassment rules and regulations as described in Section 775 ILCS 5/2-105(A)(4) of the School Code.
- E. Termination: Notwithstanding any other provision hereof, the School District or the Provider may terminate this Agreement at any time with 30 days written notice. In the event that this Agreement is so terminated, the Provider shall be paid for services actually performed and approved reimbursable expenses actually incurred, if any, prior to termination, on the basis of the rates set forth in this Agreement. Any unearned portion of any payment shall be returned to the School District within 30 days.
- F. Term: The term of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be the beginning and ending of the school year or as otherwise agreed upon. At the conclusion of this Agreement services of the Provider must be completed or completed at some other date as may mutually be agreed upon. A determination of completion shall not constitute a waiver of any rights or claims, which the School District may have or thereafter acquire with respect to any breach thereof by the Provider.
- G. Default: If it should appear at any time that the Provider, without sufficient cause, has failed or refused to execute, or has delayed in the execution of the services of this Agreement at a rate that assures completion of the services in a timely manner, or has otherwise failed or refused to satisfy the service expectations of this Agreement and fails to take corrective action (Event of Default) within ten business days after the Provider has received written notice of such Event of Default from the School District, then the School District shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. Cures by Provider. The School District may require the Provider, within a reasonable time period to complete or correct all or any part of the services that are the subject of the Event of Default and to take any or all other action necessary to bring the Provider and the Services into compliance with this Agreement.
 2. Termination of Agreement by School District. The School District may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement with the submission of a 30-day written notice of termination to the Provider.

3. Withholding of Payment by School District. The School District may withhold from any payment, whether or not previously approved, or may recover from the Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the School District as the result of any Event of Default by the Provider or as a result of actions taken by the School District in response to any Event of Default by the Provider.
- I. No Additional Obligation: The Parties acknowledge and agree that the School District is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Provider, or with any vendor solicited or recommended by the Provider.
- J. Agreements with Vendors: Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Provider to vendors shall be subject to the approval of the School Board. The School District shall not be liable to any vendor or other third party for any agreements made by the Provider purportedly on behalf of the School District, without the knowledge and approval of the School District.
- K. Mutual Cooperation: The School District agrees to cooperate with the Provider in the performance of the services required under this Agreement, including meeting with the Provider and providing the Provider with such confidential and non-confidential information that the School District may have that may be relevant and helpful to the Provider in the performance of the services. The Provider agrees to cooperate with the School District in the performance of and the completion of the services.
- L. News Releases: The Provider shall not issue any news releases or other public statements regarding services performed under this Agreement without prior approval from the School District.
- M. Ownership: Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, and any other documents, data, or information, in any form, prepared, collected, or received by the Provider in connection with any or all of the services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the School District. At the School District's request, or upon termination of this Agreement, the Provider shall cause the Documents to be promptly delivered to the School District.

SECTION 8. GENERAL PROVISIONS.

- A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. Assignment. This Agreement may not be assigned by the School District or by the Provider without the prior written consent of the other party.
- C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt, (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the School District shall be addressed to, and delivered at, the following address to:

Linda Cada, Director of Special Education
Contract Administrator
Oak Park and River Forest
High School District
201 N. Scoville
Oak Park, IL 60302 2296
Phone: 708 - 434 - 3106
Fax: 708-434-3921
E-mail: lcada @oprffhs.org

Notices and communications to the Provider shall be addressed to, and delivered at, the following address:

Jeanne McCoy
805 South Humphrey Avenue
Oak Park, IL 60304
Phone 708 - 386- 7489

- E. Third Party Beneficiary: No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Provider shall be made or be valid against the School District.
- F. Provisions Severable: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. Time: Time is of the essence in the performance of this Agreement.
- H. Governing Law: This Agreement shall be interpreted according to the internal laws, but not in conflict of laws, rules or regulations of the State of Illinois.
- I. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supercedes any and all previous or contemporaneous oral or written agreements and negotiations between the School District and the Provider with respect to the Services.
- J. Waiver: No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. Appendixes: Appendixes A, B and C, if attached hereto, are incorporated in and made a part of this Agreement. In the event of a conflict between the Appendix and the text of this Agreement, the text of the Agreement shall control.
- L. Rights Cumulative: Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.
- M. Counterparts. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED this 27th day of August 2007.

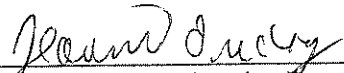
OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

By _____
Cheryl Witham, Chief Financial Officer

Date _____

By _____
Linda Cada, Director of Special Education/
Contract Administrator

Date _____

By 
Jeanne McCoy, Service Provider

Date 08.31.07

APPENDIX A
Description of Work

The Provider is responsible for providing the School District with physical therapy services for identified students as determined by the Special Education Division in keeping with the laws of the School Code of Illinois. The Provider is also responsible for completing Medicaid Fee for Service documents that assist the School District in obtaining reimbursement as prescribed by federal and state regulations. As available, the Provider will participate in student staffings for whom physical therapy services have been provided as appropriate or as requested by the School District and conduct classroom observations as required by special education regulations. Such services will be provided during the school term, which is the period August 21, 2007 – June 6, 2008.

1. **QUALIFICATIONS.** The Provider shall be a professional with prior experience in physical therapy, possess an advanced degree in the profession of physical therapy or a related profession and be a licensed physical therapist in the State of Illinois. The Provider is expected to conduct herself with the highest degree of ethical and professional standards.
2. **SUPERVISION:** The Provider is considered to be an independent worker with the freedom to establish a schedule for completing the required work in a manner that satisfies the regulatory requirements of the School District. The School District shall designate a certified School District administrator, the Director of Special Education, as the contact person for the Provider. Questions related to the required work shall be directed to the Director of Special Education.
3. **DUTIES:** It is hereby agreed and understood that the Provider will perform the following duties:
 - (A) Provide prescribed physical therapy services for designated students.
 - (B) Participate in designated student staffings.
 - (C) Observe designated students in mainstream classroom settings.
 - (D) Provide written reports and other required documents in a timely manner.
 - (E) Communicate regularly with the Director of Special Education or designee.
4. **HOURS:** There are no required hours under the terms of this Agreement. However, the Provider must have sufficient flexibility so as to assist the School District in meeting the requirements of Special Education regulations. The Provider must be available during the school term, August 21, 2007 – June 6, 2008.
5. **EQUIPMENT AND SUPPLIES.** Equipment and supplies and any other necessary materials to carry out the duties shall be provided as mutually agreed upon between the School District and the Provider.
6. **SECRETARIAL SERVICES.** The School District shall not provide secretarial services to the Provider. However, the School District will make available appropriate office workspace.

7. EXCLUSIVE SERVICES. There is no exclusive right to service between the School District and the Provider.
8. REFERRAL FOR SERVICE. The Provider is prohibited from referring School District students to the private practice of the Provider or the private practice of other service providers used by the School District.
9. ACCESS TO RECORDS. In accordance with all applicable federal laws and regulations, the School District agrees to give the Provider access to records necessary to facilitate the required work. All needed student records and release of information forms shall remain the property of the School District and shall be held in the strictest confidence.

APPENDIX B

Compensation

1. The School District shall pay to the Provider compensation based on the type of service rendered. Service rates are provided below:
 - Physical Therapy services \$65.00 per hour
2. Mileage and expenses incurred for travel related to the completion of services required by the terms of this contract will reimburse at the prevailing Internal Revenue Service rate for mileage and for actual expenses incurred. The distance from the School District to the site of the necessary services shall be used in determining the amount of reimbursement.

OAK PARK & RIVER FOREST HIGH SCHOOL

FINANCE COMMITTEE MEETING

SEPTEMBER 18, 2007

LEGAL FEES

The District employs the services of two legal firms, Franczek Sullivan P.C. and Ancel, Glink, Diamond, Bush, DiCianni & Rolek, P.C. The district records specific legal matters with named individuals or pending litigation into the Tort Fund and the more general legal matters into the Education Fund. Ancel, Glink has been providing services strictly related to business such as contract and intergovernmental agreement reviews, bid law and more recently matters relating to the Township Treasurer. Franczek Sullivan has provided services in all areas.

Historical expenditures per the general ledger-all firms

<i>Fiscal Year</i>	<i>Total Expenditures</i>
2004 – 2005	\$233,561.46
2005 – 2006	\$165,531.40
2006 – 2007	\$231,977.98

Franczek Sullivan has provided the following information regarding fees by type:

<i>Type</i>	<i>Amount</i>
Personnel	\$85,321.50
Business	\$22,076.50
Special Education	\$56,256.50
BoE and Policy	\$41,053.00
Total	\$204,707.00

Ancel, Glink billed the district approximately \$25,917. These fees are all related to business matters.

The difference in the total expenditures in the above tables and expenditures per the general ledger and information provided by type from the legal firms is related to timing differences between billing by the law firm and payment by the district.

OAK PARK AND RIVER FOREST HIGH SCHOOL
Finance Committee Meeting

BOARD OF EDUCATION BUDGET DETAILS

SEPTEMBER 18, 2007

Board of Education 2007 - 2008 Budget

Clerk of the Board Salary	\$ 28,692.00
Audit Fees	\$ 27,913.00
Legal Fees	\$ 123,000.00
Board Member Conference & Travel	\$ 3,000.00
Recruiting	\$ 10,000.00
Misc Contract Services	\$ 25,000.00
Principal and Asst. Principal searches	
Classified Adds	
Retiree Plaques	
BoE name tags	
Periodicals	\$ 1,000.00
Food	\$ 10,000.00
BoE and Committee Meetings	
Awards and recognition	
Holiday Tea	
Negotiations	
Principal Search	
Parent Meetings	
Dues and Fees	\$ 50,000.00
ED RED	
Des Plains Valley Region	
Rotary	
FED ED	
IASB	
Triton	
Wed Journal	
College Board	
Jt. Conference	
IHSA	
	<u>\$ 278,605.00</u>

OAK PARK & RIVER FOREST HIGH SCHOOL

FINANCE COMMITTEE MEETING

SEPTEMBER 18, 2007

FIVE-YEAR PLAN ASSUMPTIONS

The *OPRFHS 5 Year Plan* is a projection model intended to project revenue and expenditures over time and to monitor cash balances to assure the District's ability to meet its financial obligations. The accuracy of this model is heavily dependent on the assumptions that are made and how those assumptions are calculated. Since the last publication of the OPRFHS 5 year Plan in October of 2006, there have been changes in the environment affecting those assumptions. At this time it is prudent to review the plan assumptions and agree on potential changes to the model going forward.

Base assumptions to discuss at this meeting:

- CPI—the Consumer Price Index—The 5 year plan currently uses an estimated CPI of 3% for 2008, 2.5% for 2009 and 2010, and 3% thereafter to calculate revenue and estimate expenditure trends. The December 2006 CPI was 2.5%. The July 2007 CPI-U is approximately 2.4% higher than the July 2006 rate. The indexes for petroleum based energy and natural gas have declined slightly in each of the last two months. The index for medical care has again increased at approximately twice CPI-U in the same period. Should we change our CPI-U assumptions in the 5-year plan?
- EAV increases year to year—the plan continues to reflect an historical trend pattern of a 9% increase the year of the triennium reassessment, a decrease of 1% the first year following the triennium reassessment and then a 1% increase the following year. In addition, the plan contains adjustments for the value of new property that reflects the TIF agreement carve outs plus \$5,000,000 per year.
- SB 1682 Property Tax Extension Limitation Law (PTELL)—this new law was described in detail in the FY 2008 budget document.

The new law permits the District to take advantage of the statutory limits rather than the District limits for each fund. However, the total levy will still be limited to the increase in CPI-U plus new property not to exceed 5%. The following chart indicates the new rates. We will continue to use the new rates as appropriate for the benefit of the District.

- Computers will be replaced every 5 years.
- Network hardware is now on a replacement cycle that will be incorporated into the plan.
- Continue to levy Working Cash at .05 in order to build reserves for cash flow purposes.

Planned changes to the October 2007 5 year plan:

- CPI
- Enrollment projections as of October 2007
- Approved facility projects
- 2007 year end results and 2008 budget
- 2007 Levy amounts
- 2008 levy estimates per fund
- Retirement plan estimates
- Staffing estimates
- EAV

OAK PARK AND RIVER FOREST HIGH SCHOOL
Finance Committee Meeting

FINAL BUDGET

SEPTEMBER 18, 2007

Enclosed is the Final Budget document for further discussion in advance of the final vote at the September 27th Board of Education meeting.

All the Budget numbers in the document are the same. The only things that have been changed are minor spelling and grammar corrections.

The District 07/08 goals have been added to the information section and student achievements have been added to the Executive Summary.

OAK PARK AND RIVER FOREST HIGH SCHOOL
Finance Committee Meeting

BUDGET TIMELINE FOR FY 2009

September 18, 2007

At the August Finance Committee Meeting the committee members indicated the desire to discuss the FY 2009 Budget Timeline. A copy of the FY 2008 timeline is provided for your convenience.

**RESOLUTION REGARDING
THE PREPARATION OF A TENTATIVE BUDGET
FOR FISCAL YEAR 2007 - 2008**

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, 2007; that a draft thereof be made available for public inspection in the Business Office beginning at eight o'clock a.m., August 15, 2007; that a public hearing be held by this Board at seven-thirty p.m. on September 27, 2007, at the office of this Board for the purpose of considering and acting upon such budget; that the Secretary of this Board cause to be published in Oak Leaves and Wednesday Journal newspapers published in this school district, a notice of such public hearing, such notice to state that a budget for the fiscal year beginning July 1, 2007, has been prepared in tentative form as required by law and is available for public inspection at the office of this Board; and that Cheryl L. Witham be authorized to present the tentative budget at the public hearing at 7:30 PM on September 27, 2007.

PASSED THIS 25th day of January, 2007.

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
2007 - 2008 BUDGET CALENDAR**

February 1	Present the 2007 – 2008 Budget Calendar to Instructional Council Distribution of furniture and equipment budget forms Distribution of division/department/program budget forms
February 1-10	Budget managers meet with Erica Cohen and/or Cheryl Witham, if necessary, to discuss line items unique to their budget, review prior years' information, answer any questions.
February 23	Furniture and Equipment requests due in Business Office
March 2	Chief Financial Officer, Asst. Supt. for Operations & Director of Bus. Ed & ISIT will review furniture and equipment requests as well as construction plans
March 12	Review of course tallies and staffing for Fall 2007 with Asst. Supt. For Operations & Asst. Supt. For Curriculum & Instruction
March 12	Approved furniture and equipment requests returned to Division/Departments
March 19	Division/Department budgets due to Business Office
March 19 - 23	Business Office review of budget submissions
April 9	BAT review of budget submissions
April	Suggested revisions to budget managers
April 16	Revised budgets due
May 3	Presentation to Instructional Council on final budgets
May 11	Preliminary Budget sent to Board of Education (Finance Packet)
May 15	Presentation of Preliminary Budget to BOE Finance Committee
May 21	Approved department budgets distributed to budget managers
Aug. 10	Tentative Budget sent to Board of Education (Finance Packet)
Aug. 14	Presentation of Tentative Budget to Finance Committee
Aug. 15	Tentative Budget on Public Display
Sept. 27	Public hearing and adoption of 2007-2008 Budget by Board of Education.

TIMELINE FOR THE FY 2007-2008 TENTATIVE BUDGET

- | | | |
|----|---|-------------------|
| 1. | Tentative Budget Presented at Finance Committee | 7/12/07 |
| 2. | Tentative Budget Presented at Finance Committee | 8/14/07 |
| 1. | Tentative Budget Presented for Display | 8/15/07 |
| 2. | Published Notice of Budget on Display | 8/15/07 |
| 3. | Budget on Display | 8/15/07 – 9/27/07 |
| 4. | Public Hearing for Tentative Budget | 9/27/07 |
| 5. | Adoption of Tentative Budget | 9/27/07 |