

**OAK PARK AND RIVER FOREST HIGH SCHOOL**  
**Finance Committee Meeting**  
**Board Room**

**AGENDA**

**March 15, 2011**  
**7:30 a.m.**

- |                                                                       |                                              |
|-----------------------------------------------------------------------|----------------------------------------------|
| 1. Call To Order                                                      | Co-chair                                     |
| 2. Minutes                                                            | Amy McCormack                                |
| 3. Pedron Asbestos Contract                                           | Ken Florey                                   |
| 4. Construction Update                                                | Robert Zummallen/Mike Bernstent, Henry Bros. |
| 5. Life Safety Amendment                                              | Robert Wroble, Legat Architects              |
| 6. Technology FY 2012 Budget Request                                  | Mike Carioscio                               |
| 7. Illinois Central Contract for Special Ed. Transportation           | Tim Keeley                                   |
| 8. Illinois Central Contract for Field Trip & Activity Transportation | Tim Keeley                                   |
| 9. 2011 – 2012 Athletic Uniform Bid                                   | Tim Keeley                                   |
| 10. Legal Services for Human Resources                                | Lauren Smith                                 |
| 11. Substitute Rates for FY 2012                                      | Lauren Smith                                 |
| 12. Instruction Materials Fee                                         | Cheryl Witham                                |
| 13. E- Commerce                                                       | Jacqui Charette-BassiriRad                   |
| 14. Finance Advisory Committee Update                                 | Cheryl Witham                                |
| 15. Authorization to Commence FY2011 Audit                            | Cheryl Witham                                |
| 16. Board of Education FY 2012 Budget                                 | Discussion                                   |
| 17. Monthly Financial Report                                          | Cheryl Witham                                |
| 18. Treasurer's Report                                                | Cheryl Witham                                |
| 19. Adjournment                                                       | Co-chair                                     |

**Finance Committee Members**

**Co-chair:**      **Amy McCormack**  
                      **John C. Allen, IV**

Board of Education  
DLT  
Jim Hunter – FSEC Chair

July, 2010	August, 2010	September, 2010	October, 2010
	Tentative Budget 2010 - 2011	Fin. Adv. Com Proposal Wireless Access Employee Ben. Ins. Broker 2010 - 2011 Budget Approval	Insurance Renewals Levy Timeline Books & Fees Report FY 2010 Audit Report
November, 2010	December, 2010	January, 2011	February, 2011
Preliminary 2010 Levy  Employee Benefit Ins. Renewal  Update Vanguard Energy Svcs.	2010 Levy  Youth Interventionist	Authority to Commence Amend. Budget 10/11 Authority to Commence FY 11/12 Budget Prep Contracts of \$10,000 - \$25,000 Report Coaches Stipends vs Activity Funds	Student Fees 11/12  PTAB Resolution  Transportation
March, 2011	April, 2011	May, 2011	June, 2011
Author. to Commence 2011 Audit 2011 - 2012 Athletic Uniform Bid Board of Ed FY 2012 Budget Life Safety Amendment	Present Amended Budget Collaboration of Early Childhood Triton Contract Dist. 200 Food Service lunch prices 11-12 Dist. 97 Food Service lunch prices 11-12 Division FTE 5 Year Plan Oak Park Youth Township PaperBid Construction Bids Final Staffing and Stipends FY2012 Printing Bid Building Security	Prevailing wage Resolution to transfer funds Contracts for FY 11-12 Thrive Services Towel Service Bid Wellness Report Minority Hiring Cost Containment/FAC update Strategic Plan Budet RFQ Food Service Rollover Bids Amended Budget Approval	FY 12 Preliminary Budget Property & Liability Ins Renewal Workers Comp Renewal
<b>Every Meeting:</b>			
Minutes Construction Update Finance Advisory Committee Update Financial Reports Treasurer's Report			

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

**FINANCE COMMITTEE MEETING**

Tuesday, February 15, 2011

A Finance Committee meeting was held on Tuesday, February 15, 2011. Co-Chair Allen called the meeting to order at 7:39 a.m. in the Board Room. Committee members present were John C. Allen, Terry Finnegan, Dr. Ralph H. Lee, Amy McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present were Dr. Steven T. Isoye, Superintendent; Michael Carioscio, Chief Information Officer (arrived at 8:06 a.m.); Amy Hill, Director of Assessment and Research (arrived at 8:15 a.m. and departed at 8:50 a.m.); Philip M. Prale, Assistant Superintendent for Curriculum and Instruction (arrived at 8:29 a.m.); Nathaniel L. Rouse, Principal; Lauren M. Smith, Director of Human Resources; Cheryl L. Witham, Chief Financial Officer and Treasurer; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

Visitors included James Paul Hunter, FSEC Chair; Doug Wiley, OPRFHS Supervisor of Finance; Robert Zummallen, Director of Buildings and Grounds; Jack Lanenga, Director of Data Services; Tim Keeley, Purchasing Coordinator; Ken Florey of Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.; Legat Architects, and John Phelan (departed at 8:46 a.m.), and Christopher Wildman, community members.

**Approval of January 18 and 20, 2011 Finance Committee Minutes**

It was the consensus of the Committee members to accept the January 18 and 20, 2011 Finance Committee minutes, as presented.

**Architectural Contract**

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the Architectural Contract with Legat Architects at its regular February Board of Education meeting. The most recent copy of the contract was distributed at the table.

The Board of Education had been informed that Ms. Patchak-Layman's request to add language to section 3.2.5.1 relative to environmentally friendly was done by replacing the word "may" with "shall" and language was added that would insure diversity in the labor contracts per Mr. Allen's request. Mr. Florey stated that these terms would apply to all of the contracts with Legat. Exhibit A will list the specific job, the fee for that job, the details of the start time and completion times, and the estimated construction cost. The fee will be applied to the construction costs when the bids are received.

Mr. Florey continued that architects with the construction manager, prepare the bid specifications in accordance with the Board of Education specifications, e.g., making sure that minority and women-owned businesses are aware of this opportunity, etc. Construction managers receive a copy of the laws. The Capital Development Board for the state has goals and requires the construction manager to identify what was done to encourage those companies and which

companies being used were minority-owned. If there were none, an explanation must be given. The sliding fee will be based on the size of the project. Previously 10% was the floor; this contract is for 8 ½%. The cost of construction and environment is included in the fee.

### **RFP Construction Management**

It was the recommendation of the Finance Committee members to recommend to the Board of Education that it accept Henry Bros. Company as the Construction Management Firm at its Special Board Meeting following this meeting.

Nathaniel Rouse, Jack Lanenga, Ed Kras (Assistant Director of Buildings and Grounds), and Mr. Zummallen served on the selection committee that reviewed all of the data, e.g., qualifications, general experience, skills and ability of personnel, performance data, workload cost factors, references, etc. Henry Bros. built Lincoln Way North and West High Schools at approximately \$90 million each.

The RFP lists all staff personnel, i.e. project manager, supervisor, persons for Workers' Compensation, refuse disposal, office person, construction manager, and accountant. Mr. Florey felt that the size of the project would attract excellent applicants/contractors. The District will hold 10% aside for change orders, adding of another person, etc., and all change orders must be brought to the District before anything is completed. The Construction Manager's fee is a locked-in fee.

### **Construction Management Contract**

The construction management contract will be brought to the Board of Education for approval at its regular February Board of Education meeting. Mr. Zummallen stated that all of the companies that were interviewed were well qualified and thus the determining factor was price. The District attorney will work with Henry Bros attorney on the contract. The prime contractors will be publically bid out and award the work as determined by price. Henry Bros. will be responsible for all of the work of the contractors. The District will publish the notices and open the bids with the assistance of the architect and construction manager. The architect and the construction manager will create the bid document. This will be additional work for Mr. Zummallen and Mr. Keeley. Mr. Florey stated that the goal is to get as many subcontractors involved as possible. He anticipated seeing women and minority-owned companies bid on this work because of the size of the project. It is the construction manager's job to find contractors who are not part of the normal group.

Mr. Florey explained that the dates on the forms being used were different because of different entities revising their forms at different times.

### **Student Hire Process**

Ms. Smith provided the Board of Education with the proposed process for student hiring. It includes:

- 1) Each supervisor must complete a personnel requisition form;
- 2) Student worker positions may be posted in the departmental area, in the Student Bulletin, and online;

- 3) Human Resources (HR) will provide an on-line internal application for each position;
- 4) The hiring supervisors' responsibilities will include reviewing the applications online, interviewing, making recommendations to HR for hiring and informing HR when the assignment has been completed; and
- 5) HR will handle the hiring process, e.g., required paperwork, background checks, etc.

Per *The School Code of Illinois*, students will also need to be fingerprinted once parental approval is given. In theory, a prerequisite might be that the student would have had to have taken a special course. Students will have available to them the use of computers in Human Resources or the Library, and assistance relative to reviewing job requirements, uploading resumes, etc. They will be informed if and when they do not get the jobs. HR will work with the supervisors to give feedback and perhaps work with the counselors. As an example, in technology, resumes are reviewed, the students are interviewed and they are informed as to what they need to do in the future to get the job.

It was suggested that counselors and the teachers who teach relevant courses, e.g., computers, be made aware of these jobs as well. The Bookstore seeks students with no experience, some experience, and a college student.

Ms. Smith stated that the goal is to help students become perfect employees. Ms. Patchak-Layman suggested reviewing this process in the future to see the experience of new and repeat customers. Ms. Smith will design a student questionnaire. The Board of Education will also approve each student for hire.

### **Instructional Materials Recommendation**

Ms. Witham reported that a committee was convened to determine the most effective instructional materials model because of inefficiencies in the current one and the imminent loss of State Loan Funds for textbooks. Presently, the District is using four pieces of software and hardware which have to be pieced together. The committee met with DLT, IC, BLT, and divisions about how to go forward to ensure the highest quality and not create a new cost center in the Education Fund.

As such, the committee recommended having an all-inclusive instructional materials fee of \$340 per student for the 2011-12 school year. It would be a five-year rolling fee and cover all costs to run the Bookstore, including salaries, benefits, supplies, and operational expenditures, all books planned for purchase in the five-year period, textbooks, paperback books, and other consumables and kits (i.e. supplies for Art Foundations). The fee would not include PE uniforms or calculators. The total cost was divided by the number of students expected to pay the fee in the five-year time frame. Ms. Witham felt that the fee burden would be lightened and she expected collections to be easier than in the past. Discussions are also occurring with publishers about having electronic versions of their books available. The cost of implementing this program would be spread over five years. The District hopes that the price will go down because the District will not be buying as many books. The District has a campaign to buy back the books and it has to buy new books. The District is making an investment and it will not reap back its investment until the end of the five year period. While not in the recommended model, it was

suggested that a shrinkage fee be added to cover the books that are not returned. It was recognized that the school would realize a huge sales tax savings.

Ms. Patchak-Layman's concern was that students paying \$340 were covering the cost of waiver students, which is the District's responsibility. She felt the fee should be lowered to \$288 per student and the District pick up the difference of approximately \$136,000, based on this fee schedule. The same financing was being used for summer school with scholarships and the District has the same responsibility. Dr. Lee concurred. Ms. Patchak-Layman did not want to shift the District's responsibility to other students. Ms. Witham responded that if it did that it would be a new cost center for the school. Mr. Finnegan noted that it was either charging all of the taxpayers or just those who have children in the school. He did not want to burden all of the taxpayers. Dr. Millard, Mr. Allen, Ms. McCormack, and Mr. Finnegan were in agreement with the recommendation of \$340. Dr. Isoye's direction had been to keep the fee constant for several years.

Discussion ensued about whether this fee would cover individual computers. It would not; the only technology content was that for purchasing textbooks. Ms. Patchak-Layman asked if there were a plan to bring this cost down if and when electronic textbooks are available. The Committee had felt that the trend would be for this amount to decrease and that a technology fee might be added. Ms. Witham stated that the recommended model would make for an easier transition to that.

It was the consensus of the majority of Finance Committee members to recommend to the Board of Education that it approve the Instructional Materials Fee at its regular February Board of Education meeting. Ms. Patchak-Layman suggested that the District ask the attorney if it were legal for some students to subsidize other students. She also suggested sending this out to the parent groups for their review.

### **Office Supplies**

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the Office Supply Contract extension with Quill Corporation from July 1, 2011 through June 30, 2012, at its regular February Board of Education meeting under the Consent Agenda.

In addition to keeping the same prices as in 2008-09, Quill is the only firm in the past two bid processes that offers free next-day shipping with no minimum order amount.

### **Transportation**

#### **Special Education**

It was the consensus of the Finance Committee members to affirm the low-bid of Illinois Central for Special Education Transportation RFP for the term of 2011-2014. A contract will be brought forward to the Board of Education for approval at a future date.

Grand Prairie has provided good service for the past five years, but substantial savings are available with Illinois Central.

### Field Trips

It was the consensus of the Finance Committee members to affirm the low bid of Illinois Central at the February 15 Finance Committee meeting for Field Trip/Extracurricular Transportation Services. A contract will be brought forward to the Board of Education for approval at a future date.

Illinois Center offers a flat rate no matter the time of day and bills in 15-minute increments.

### Student Fees

It was consensus of the Finance Committee members to recommend to the Board of Education that it approve the Students Fees for the 2011-12 school year, as presented, under the Consent Agenda.

Freshmen	\$85
Sophomores	\$245
Juniors	\$60
Seniors	\$95
Pay to Play	\$55

### PTAB

It was the consensus of the Finance Committee Members to recommend to the Board of Education that it approve the annual Property Tax Appeal Board Resolution at its regular February Board of Education meeting, as presented, on the Consent Agenda.

This resolution authorizes Arles Dalianis at Franczek to act on the Board of Education's behalf to appeal someone or some entity who appeals their property tax assessed value in a timely way.

### Finance Advisory Committee Update.

Ms. With reported that in the month of January, the following Finance Advisory Committee (FAC) activities occurred:

- 1) The FAC met once about education and communication plans;
- 2) The communication sub-committee met once to discuss the education and communication recommendations of FAC;
- 3) The Instructional Quality Review Committee (QRC) met to review the EAC II program as a pilot test of the system and to create the template for future reports to QRC; and
- 4) The Board of Education approved the ALT structure as recommended by FAC

As a participant of the EAC II QRC, Mr. Finnegan noted that the purpose of this committee was to set up a format from which any individual program may be analyzed. Consideration would be given to e.g., finances, how many students participate, attendance, discipline, academic impact, etc. Hopefully, this or a similar model will be used to evaluate other programs.

### **Student Achievement Initiatives**

The Finance Committee was presented with an updated table of student achievement initiatives currently in place and asked if it wanted to prioritize them so that it could be reflected in the budget. Dr. Isoye explained that this was an educational piece; an opportunity to review the programs offered to see if they supported the goals of the Board of Education and what the Board of Education wanted to emphasize in future goals.

Dr. Lee and Dr. Millard both wanted input from the administration and would yield to its recommendation. They needed to see what was missing from the student needing the help. Ms. McCormack wanted a ranking category added, e.g., what should the Board of Education be looking at, etc. Mr. Finnegan wanted the chart updated each semester. He also asked if the numbers in the FREE & MUREE programs were growing or shrinking. Dr. Isoye suggested sending any questions regarding these programs to him, copying Ms. Kalmerton, in order to get the answers from the right administrators.

Ms. Patchak-Layman asked about how new initiatives, e.g., reading program, Algebra program, etc., would fit into the cost. Some of the programs listed come from different categories, i.e., cocurricular activity accounts, the General Education Fund, and some by department. She suggested consideration of adding more dollars into Project Scholar as staffing limitations had prevented students from enrolling in the program their sophomore year. She felt it could be expanded as it provides an opportunity for more time with math and science teachers and an additional staff person with whom they can have adult conversations. This class has worked well in providing more students a rigorous curriculum. Mr. Prale stated that sophomore students do not have a mandatory study hall and they would not have a place for it in their schedules. If registrations were increased to 6.8, the FTE cost would be an additional \$700,000 annually.

Ms. Patchak-Layman suggested that it would help to know what the question is that is being answered with a particular program. What was the original goal of the program?

### **Financial & Treasurer Reports**

The Monthly Financial Reports and the Treasurer's Report will be presented to the Board of Education for approval at its regular February Board of Education meeting under the Consent Agenda.

### **Adjournment**

The Finance Committee meeting adjourned at 9:46 a.m.



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

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

TO: Board of Education

FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer

DATE: March 15, 2011

RE: Asbestos Consulting Contract

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**BACKGROUND**

Ken Florey, District attorney, will be presenting a contract for Asbestos Removal Consulting. Pekron Consulting focuses their work in environmental health and safety. In the past, Wight and Company provided these services to the District.

**SUMMARY OF FINDINGS**

The fee structure that Pekron has proposed is lower than the amounts paid in the past. The final contract amount will be dependent on the final bid amounts, but will not exceed \$31,500.

**RECOMMENDATIONS**

For the Board of Education to approve the Pekron Asbestos Consulting Contract.

TEL: (708) 383-0700  
FAX: (708) 434-3910

WEB: [www.oprfhs.org](http://www.oprfhs.org)

TTY/TDD: (708) 524-5500

# OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

## ASBESTOS ABATEMENT CONSULTING AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the date set forth below by and between OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200 ("Client") and PEKRON CONSULTING, INC. ("Consultant").

Client and Consultant desire to enter into this Agreement, pursuant to which Consultant shall perform certain Asbestos Abatement Consulting services, as hereinafter provided. In consideration of the performance of services by Consultant and the payment for those services by Client, the parties agree as follows:

1. Services of Consultant. All of Consultant's obligations pursuant to this Agreement are hereinafter referred to as "Services." Consultant shall perform Services for Client in connection with the matters set forth in Consultant's proposal dated February 18, 2011 ("Proposal"). Consultant shall perform all Services with the same professional standards as practiced by members of its professional community. No provision of this Agreement, or of any document incorporated herein, shall be effective to the extent that it abridges or abrogates the foregoing basic standard of care, regardless of specificity. Consultant shall perform all Services in the most expeditious and economical manner consistent with the interests of Client. Consultant shall promptly notify Client immediately in writing: (i) of any information required from Client so Consultant can complete its Services in a timely manner; and (ii) of any services requested by Client that is not included in the scope of Services provided herein.

1.a. Design. Consultant shall develop a Project design for abatement. Consultant shall prepare all necessary documents for the Client's contract with the abatement contractor. Consultant shall coordinate with the Client and/or its attorneys for the commercial terms of the contract (e.g., instructions to bidders, general conditions, etc.). Consultant shall promptly correct any errors, omissions, and/or ambiguities in the Project design.

1.b. Project Management and Abatement Contract Administration. To the extent that the Services include project management and administration of the abatement contractor's Work, the following provisions shall apply in addition to applicable provisions of Consultant's Proposal:

- a. Consultant shall act as Project Manager, and shall administrate the contract between the Client and abatement contractor(s).
- b. Consultant shall review contractor's Work for compliance with the abatement contract documents and all applicable laws, codes, and regulations. Consultant shall advise the Client and abatement contractor of deviations in the Work.
- c. Consultant shall receive requests for information, requests for changes, claims, and correspondence, and shall advise upon and prepare responses thereto as appropriate.
- d. Consultant shall conduct meetings as necessary and beneficial and shall record and publish minutes thereof.
- e. Consultant shall collect all required documents from the abatement contractor, shall review same for consistency with contractual requirements, and shall forward to the Client.
- f. Consultant shall advise the Client when the contractor(s) is(are) substantially

complete.

- g. Consultant shall receive contractor's requests for payment, and shall advise the Client as to propriety of payment.

1.c. Stopping Work. The work of the selected asbestos abatement contractor is hereinafter referred to as "Work." If the Consultant shall at any time determine that the Work must be stopped by reason of any unsafe condition, the Consultant shall immediately so advise the Client. The Consultant shall have the authority to stop Work under such circumstances if no representative of the Client shall then be available to determine whether or not the Work should be stopped.

1.d. Sampling. Consultant shall take air samples to determine the airborne concentration of asbestos inside and outside the abatement contractor's work area. Consultant shall determine and advise whether the concentration of asbestos in the air is acceptable for re-occupation in the potentially affected areas.

1.e. Records. The Consultant shall maintain detailed written records on sampling locations and sampling surface conditions. If the Services include a survey of asbestos containing materials, then at the completion of the Project, a final report shall be submitted by the Consultant to the Client including a complete set of all bulk sample analysis reports, drawings and other information referred to herein.

2. Representations and Warranties. The Consultant represents and warrants that (a) it is experienced and appropriately licensed in the survey and/or abatement of asbestos containing materials, (b) it is knowledgeable of all federal, state and local laws, codes, rules and regulations applicable to asbestos containing materials and applicable to the Consultant's services hereunder, (c) upon delivery of any reports, studies, or other documents to the Owner, the Owner shall have good title thereto, free from any lien, claim, charge or encumbrance, and (d) it has full power and authority to enter into this Agreement and to perform and complete the work described herein.

3. Independent Contractor. The Consultant shall be deemed an independent contractor responsible for the means and methods necessary to complete the Services. The Consultant shall not be deemed an agent of the Client except to the extent specifically provided in this Agreement.

4. Time. Consultant's Services shall be fully performed within the time stated in Client's request for proposals, if any, or in Client's proposal, or if not so stated, by no later than \_\_\_\_\_. Time is of the essence under this Agreement. As used in this Agreement, the term "days" shall mean calendar days.

5. Payment to Consultant. Client shall pay Consultant for Consultant's services properly performed under this Agreement. The total amount due to Consultant under this Agreement shall not exceed the following Total Contract Sum, without Client's prior written approval:

Total Contract Sum: \_\_\_\_\_ (\$\_\_\_\_\_).

6. Invoices. Except as herein provided, payment shall be made as provided in Consultant's proposal. Consultant shall not invoice more than once per month. All invoices shall be based

on Services properly performed, and shall be sufficiently detailed to allow the Client to determine the propriety of payment. Any provisions contained in the proposal or invoices which set out penalties or interest relating to late payment shall be deemed void and of no effect. The Illinois Local Government Prompt Payment Act shall be deemed controlling as to time that payment is due and as to interest for late payments.

7. Indemnification. Consultant hereby agrees to indemnify and hold Client, its members, officers, agents, and employees (the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all reasonable attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur to the extent arising out of, or occurring in connection with, the performance or breach of performance by Consultant of the Services. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-consultant under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.1. Any provision of any document incorporated into, or referenced by, this Agreement tending or purporting to provide for Client indemnification of Consultant for third party claims shall be considered void and of no effect.

8. Insurance. Consultant shall not commence work under this Agreement until all insurance required hereinbelow is obtained and approved by the Client. Nor shall the Consultant allow any sub-consultant to commence services until all similar insurance required of the sub-consultant has been so obtained. Consultant shall furnish the Client with two (2) original Certificates of Insurance, with Client named as an Additional Insured for General and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Client. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to the Client. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (30) days prior written notice has been given to the Client.

Type	Coverage (occ/agg)
Commercial General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
Workmen's Compensation	None
Professional Liability	\$5,000,000

9. No Encumbrances to Performance. Consultant covenants and warrants that it is not encumbered or in any way prohibited or prevented from performing the services required herein by any rule, ordinance, law, statute, equity, or contractual or quasi-contractual agreement. In the event that any third party asserts rights or legal action in contradiction or dispute with the preceding covenant, Consultant shall, to the fullest extent allowed by law indemnify and hold client harmless from all losses, claims, liabilities, injuries, damages, and expenses including but not limited to, all reasonable attorneys' fees, defense and court costs and expenses, that the Client may incur to the extent arising out of, or occurring in connection with, such assertion of

rights or legal action.

10. Termination. Client may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Consultant. Client shall have no liability to Consultant beyond the date of termination. If the Agreement is terminated for cause, Client shall have no obligation to compensate Consultant for services rendered until all damages, losses, or expenses are ascertained and assessed against amounts otherwise due. In the event that a credit is thereby deemed owing to Client, Consultant shall compensate such credit to Client within thirty days of notification of amount due by Client. In the event that the contract is terminated, only the obligations of performance of scope of services (e.g., obligations of Paragraphs 1.a. through 1.e.) and payment therefor shall be affected. All other provisions (e.g., indemnification, arbitration, etc.) of this Agreement shall remain in effect.

11. Documents. Provided that the Owner is not in default under this Agreement, all documents and other materials (including those in electronic form) prepared by Consultant pursuant to this Agreement are the property of Client.

12. Changes in Scope of Work. Client may, without invalidating this Agreement, direct changes in the scope of Consultant's Services, whether taking the form of additions, deletions, or other revisions. All requested changes shall be in writing. The requirement for a written change cannot be waived. There shall be no implicit or constructive changes. No requested additional services shall be compensated for unless and until the final terms of such change are agreed upon in writing by Client and Consultant.

13. Successors and Assigns. Consultant shall not assign any rights under, or interest in, this Agreement without the prior written consent of Client. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Arbitration. At the sole and exclusive option of Client, any dispute or controversy between Client and Consultant relating to this Agreement shall be resolved by binding arbitration. Arbitration can only be initiated by either 1) written demand for arbitration by Client, or 2) written request for arbitration by Consultant and written acquiescence by Client within thirty days thereafter. Any party having or claiming an interest in the arbitration may be joined. Any arbitration proceeding between Client and Consultant may be consolidated with any other arbitration proceeding providing that such other proceeding involves common issues of law and fact. If the parties agree, the arbitration may be conducted with an agreed upon arbitrator via agreed arbitration rules. If the parties do not so agree, then the arbitration shall be conducted via the applicable rules of either the American Arbitration Association or JAMS, whichever the Client chooses in writing. The arbitrator shall be empowered to establish reasonable rules for the conduct of the arbitration, and shall have sole and exclusive authority to interpret all provisions of this Agreement. Immediately after the arbitrator is empanelled, the arbitrator shall establish a procedure for submission of written contentions of fact and law, and responses thereto. The arbitrator shall be empowered to award reasonable attorneys' fees to the prevailing party. The initial demand or request for arbitration, as the case may be, shall be made in clear and express writing within a reasonable time, but in no event shall such demand or request be valid if made after time would be allowed pursuant to an otherwise applicable statute of limitation or repose.

14.1 Any provisions in Client's proposal referencing or relating to dispute resolution

proceedings or recovery of attorneys' fees relating to dispute shall be void and of no effect.

15. Limitation of Liability or Damages. Any provision of any document incorporated into, or referenced by, this Agreement tending or purporting to abridge, limit, or abrogate the liability of Consultant, or damages payable by Consultant, shall be considered void and of no effect.

16. Controlling Law and Venue. This Agreement is to be governed by the laws of the State of Illinois. Exclusive venue for any dispute resolution proceeding shall be in Cook County, Illinois.

17. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

18. Applicable Laws. Consultant shall comply with all applicable laws, ordinances, codes, regulations, rules, and other legal requirements in the performance of the Services. Further, Consultant shall advise the Client of any legal requirements applicable to the Client in relation to the Services for which the Consultant observes that the Client may not be in compliance.

19. Human Rights Act. To the extent required by law, Consultant shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*

20. Drug Free Workplace. To the extent required by law, Consultant shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*

21. Sexual Harassment Policy. Consultant represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

22. Entire Agreement; Conflict. This Agreement represents the entire agreement between Consultant and Client, and supersedes all prior negotiations or agreements, written or oral, which are not included herein. The documents comprising this Agreement include this Agreement, and Client's Request for Proposal, (if any) Client's acceptance of Consultant's proposal (if any) and Consultant's proposal dated February 18, 2011 (except any standard or boiler plate terms and conditions included therein, which are not included). In the event of a conflict between the above documents, the order of precedence shall be in the order listed in this paragraph.

**Board of Education of  
Oak Park and River Forest High School  
District No. 200**

**Consultant**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

TO: Board of Education

FROM: Robert Zummallen

DATE: March 15<sup>th</sup>, 2011

RE: Construction Update

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**BACKGROUND**

In June of 2010, the Board of Education approved the Summer 2011 construction projects. Mr. Mike Bernstent from Henry Bros., the new construction manager will present the information regarding the projects.

**SUMMARY OF FINDINGS**

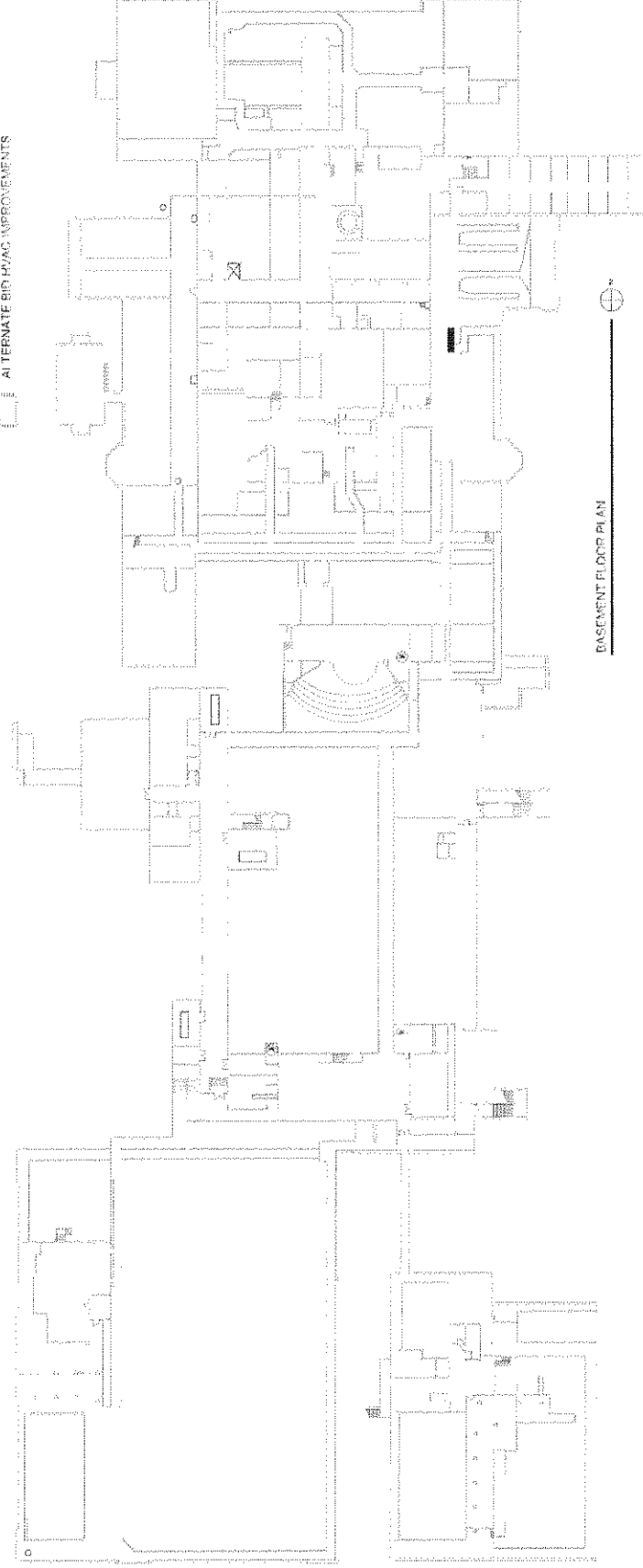
Henry Bros. is currently working on defining the scope of work and preparing documents for the bid packets. Our goal is to present bids for the Summer 2011 projects at the April 19<sup>th</sup> Finance Committee Meeting. Maps of the projected Summer 2011 construction projects are attached.

**RECOMMENDATIONS**

**No recommendations needed**

LEGEND

- BASE BID CEILING & LIGHTS IMPROVEMENTS
- ALTERNATE BID CEILING & LIGHT IMPROVEMENTS
- BASE BID FLOORING IMPROVEMENTS
- FLOORING - ALTERNATE BID #1
- FLOORING - ALTERNATE BID #2
- BASE BID ELEVATOR IMPROVEMENTS
- BASE BID HVAC IMPROVEMENTS
- ALTERNATE BID HVAC IMPROVEMENTS



BASEMENT FLOOR PLAN

2011 Life Safety Improvements - Scope of Work Floor Plans

February 17, 2011



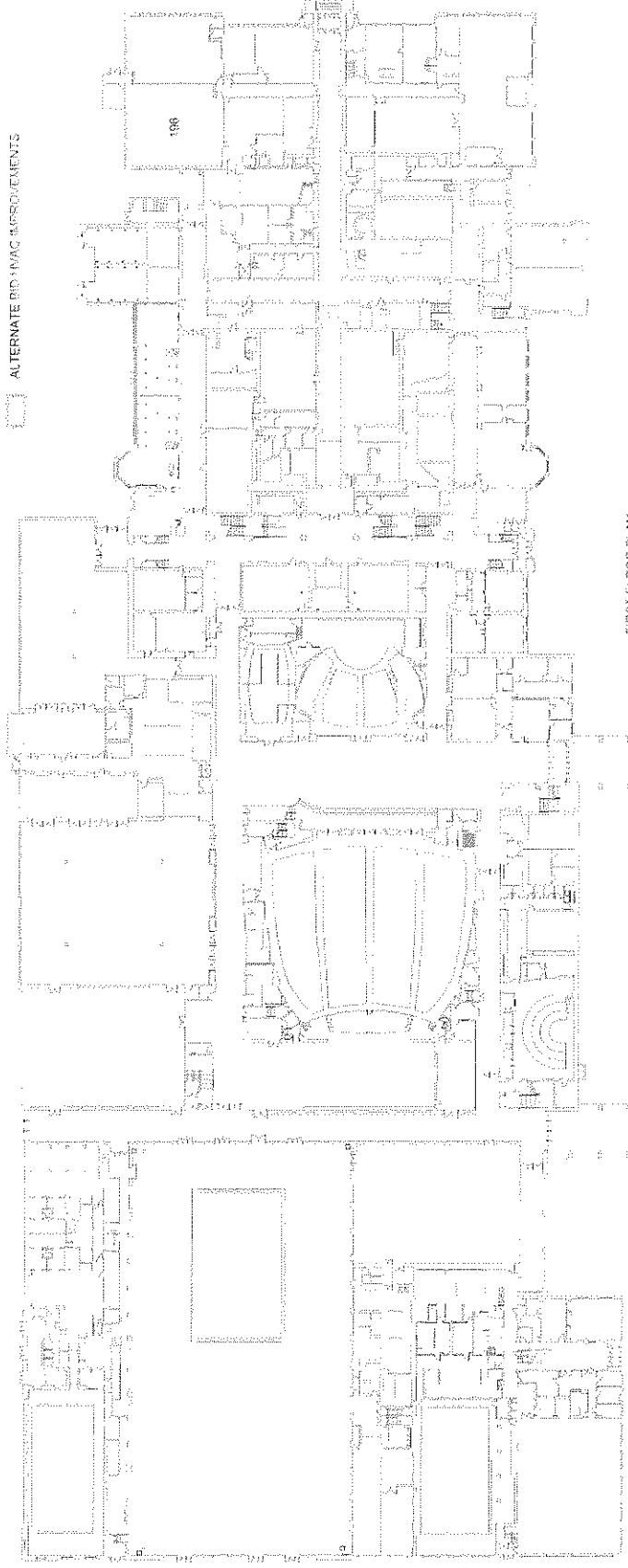
Oak Park & River Forest High School

LEGATARCHITECTS  
sustainability performance design



LEGEND

- BASE BID CEILING & LIGHTS IMPROVEMENTS
- ALTERNATE BID CEILING & LIGHT IMPROVEMENTS
- BASE BID FLOORING IMPROVEMENTS
- FLOORING - ALTERNATE BID #1
- FLOORING - ALTERNATE BID #2
- BASE BID ELEVATOR IMPROVEMENTS
- BASE BID HVAC IMPROVEMENTS
- ALTERNATE BID HVAC IMPROVEMENTS



FIRST FLOOR PLAN

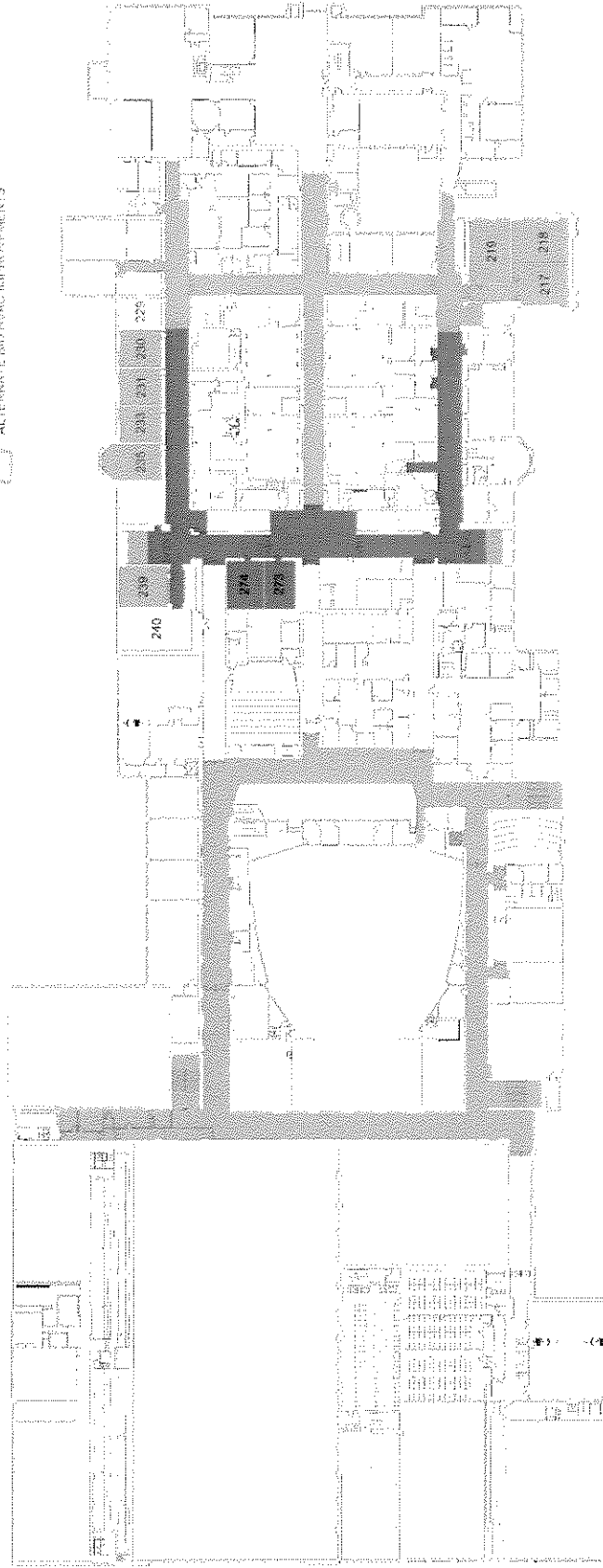
2011 Life Safety Improvements - Scope of Work Floor Plans

February 17, 2011











**Oak Park & River Forest High School**

**LEGATARCHITECTS**  
sustainability performance design



LEGEND


-  BASE BID CEILING & LIGHTS IMPROVEMENTS
-  ALTERNATE BID CEILING & LIGHT IMPROVEMENTS
-  BASE BID FLOORING IMPROVEMENTS
-  FLOORING - ALTERNATE BID #1
-  FLOORING - ALTERNATE BID #2
-  BASE BID ELEVATOR IMPROVEMENTS
-  BASE BID HVAC IMPROVEMENTS
-  ALTERNATE BID HVAC IMPROVEMENTS

SECOND FLOOR PLAN



February 17, 2011

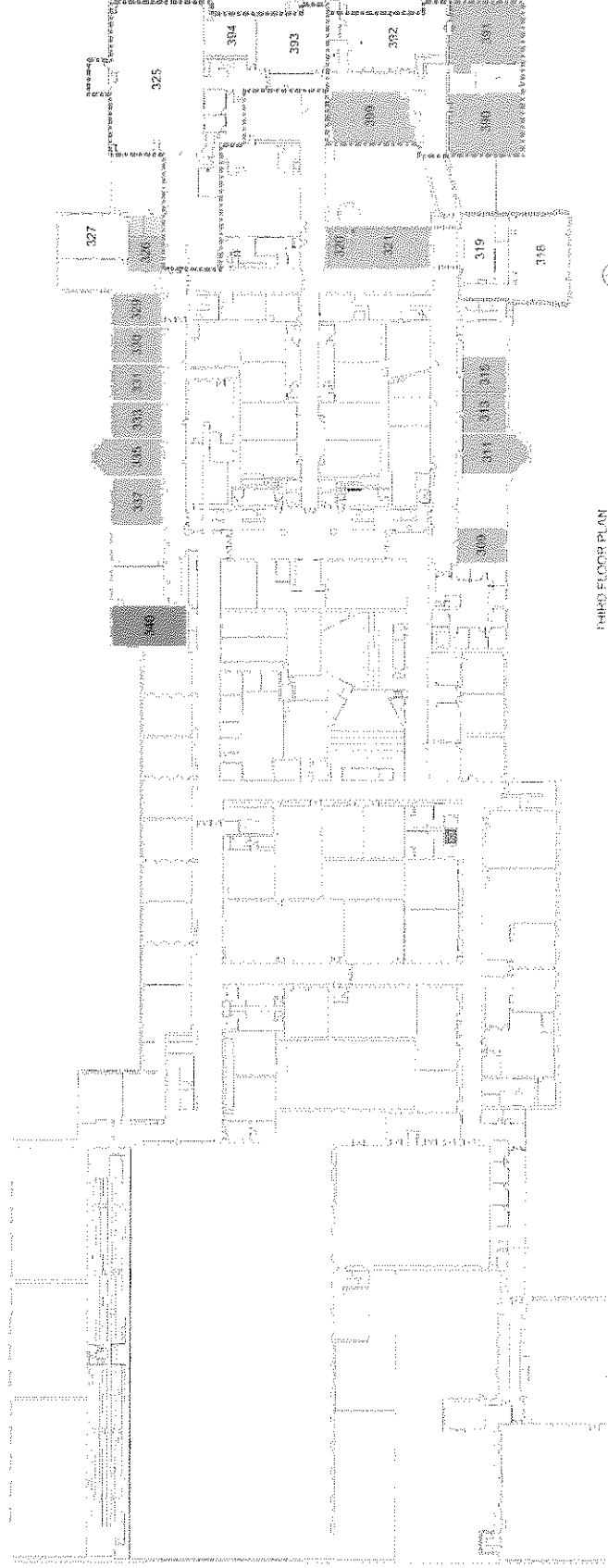
2011 Life Safety Improvements - Scope of Work Floor Plans

 Oak Park & River Forest High School

**LEGATARCHITECTS**  
architectural performance design

LEGEND

- BASE BID CEILING & LIGHTS IMPROVEMENTS
- ALTERNATE BID CEILING & LIGHT IMPROVEMENTS
- BASE BID FLOORING IMPROVEMENTS
- FLOORING - ALTERNATE BID #1
- FLOORING - ALTERNATE BID #2
- BASE BID ELEVATOR IMPROVEMENTS
- BASE BID HVAC IMPROVEMENTS
- ALTERNATE BID HVAC IMPROVEMENTS



THIRD FLOOR PLAN

February 17, 2011

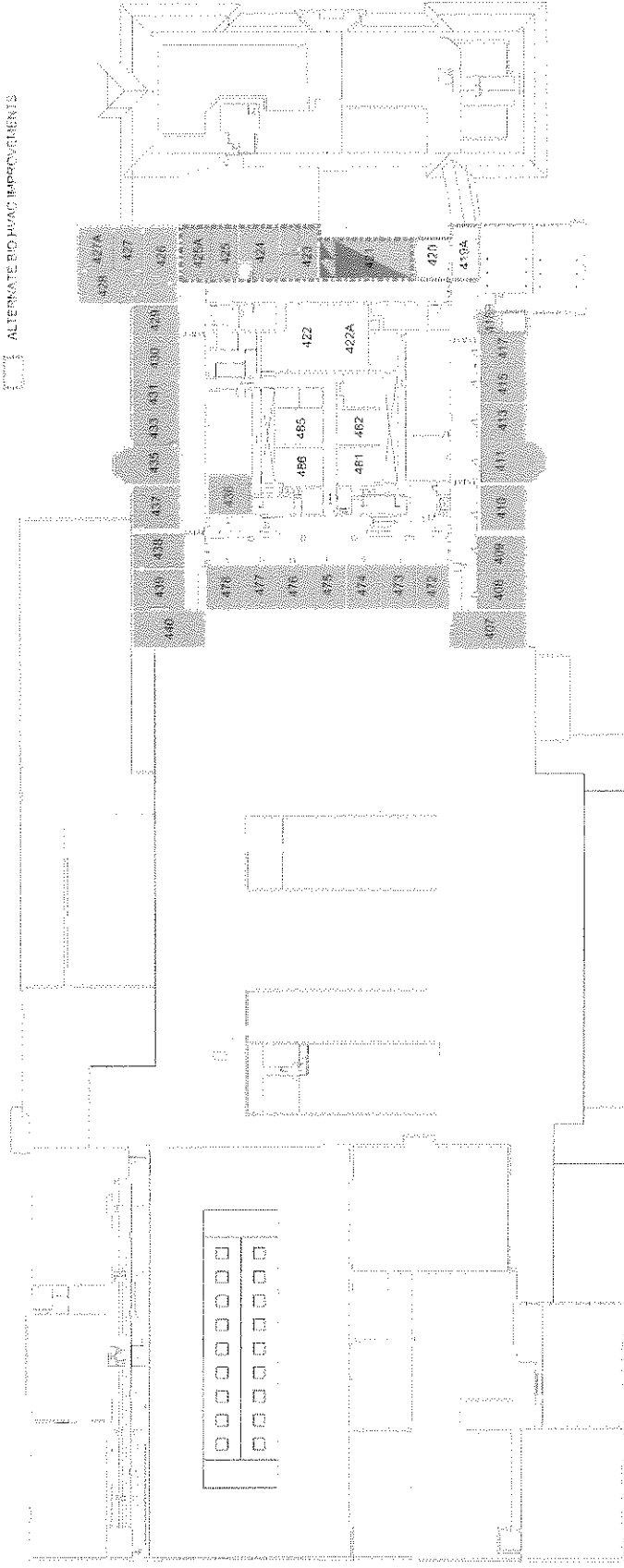
2011 Life Safety Improvements - Scope of Work Floor Plans

 Oak Park & River Forest High School

LEO A TARCHITECTS  
sustainability performance design

LEGEND

- BASE BID CEILING & LIGHTS IMPROVEMENTS
- ALTERNATE BID CEILING & LIGHT IMPROVEMENTS
- BASE BID FLOORING IMPROVEMENTS
- FLOORING - ALTERNATE BID #1
- FLOORING - ALTERNATE BID #2
- BASE BID ELEVATOR IMPROVEMENTS
- BASE BID HVAC IMPROVEMENTS
- ALTERNATE BID HVAC IMPROVEMENTS



FOURTH FLOOR PLAN

2011 Life Safety Improvements - Scope of Work Floor Plans

February 17, 2011

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

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

TO: Board of Education

FROM: Cheryl L. Witham

DATE: March 15, 2011

RE: Approval of Life Safety Amendment #21

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**BACKGROUND**

The Oak Park and River Forest High School uses Life Safety Funds for projects allowed under this funding by the Illinois State Board of Education. This year many building improvement projects will be accomplished and some will use these funds. The District is required to seek Board approval of Life Safety Amendments.

A Public Hearing will be held on March 24, 2011

**SUMMARY OF FINDINGS**

Projects that are being proposed for this summer include:

1. Remove and replace existing ceiling system and light fixtures
2. Remove existing galvanized steel domestic water piping and replace with copper piping.
3. Remove and replace vinyl asbestos floor tile.

**RECOMMENDATIONS**

To present the Life Safety Amendment #21 for approval at the regular March Board of Education meeting.

# REQUEST FOR AUTHORIZATION To use Fire Prevention and Safety Funds

Amendment Number

## PART I. CERTIFICATION OF ESTIMATED COSTS

This is to certify that:

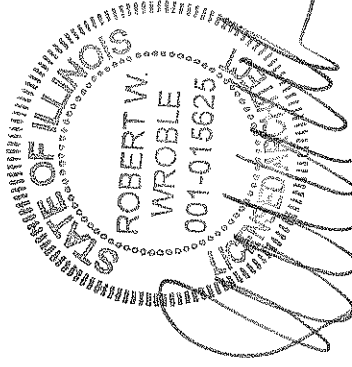
The OAK PARK & RIVER FOREST HIGH SCH school, located at 201 N Scoville Ave Oak Park, Illinois, and under the management and control of the Board of Education of School District # 2000, Cook County, was surveyed by me on 2/14/2011.

☒ All of the urgent or necessary work as indicated on the attached Form 35-48 is necessary to abate the violations of applicable code requirements and should result in effecting compliance with said requirements within prescribed timelines.  
☒ No violations of applicable code requirements other than those cited in previously approved safety survey reports or amendments and those noted in this survey or amendment were noted.

☒ All other work recommended in the attached Form 35-48, though not required to abate violations of applicable requirements of the Health/Life Safety Code for Public Schools, is recommended for energy conservation; disabled accessibility; school security; repair of school sidewalks, playgrounds, parking lots, or school bus turnarounds; and other repair purposes provided in Section 17 2.11 of the School Code.

The certified estimated cost figures were prepared by me and to the best of my knowledge are true and accurate estimates of the costs to execute the work as specified. The total estimated costs to finance the work involved is \$ 1,728,481.20.

Name of Architect/Engineer	Name of Firm
Robert W. Wroble	Legat Architects
Phone Number	Fax Number
630.990.3535	630.990.3541
License Number	Expiration Date
001-015625	11/30/2012
Email Address	[Seal and Signature]
rwroble@legat.com	



## PART II. CERTIFICATION OF NEED (Provided by district through IWAS)

The local Board of Education hereby certifies and assures the State Board of Education:

# SCHEDULE OF RECOMMENDED WORK ITEMS AND ESTIMATED COSTS

1. COUNTY CODE 016, Cook		2. DISTRICT CODE/NAME 2000, Oak Park - River Forest SD 200			3. FACILITY CODE/NAME OAK PARK & RIVER FOREST HIGH SCH						
4. Item I.D.	5. Action I.D.	6. Priority Code	7. Specification(s)	8. Units Of Measure	9. Quantity	10. Labor Code	11. Estimated Cost (Architect / Engineer)	12. ROE Adjustment	13. ISBE Adjustment	14. Estimated Completion Date	15. Funding Type
1	f	b.	Remove and replace existing ceiling system and light fixtures.	lump sum	1	2	\$313,869.00			8/12/2011	F
2	f	b.	Remove and replace existing ceiling system and light fixtures.	l	1	2	\$184,938.00			8/12/2011	F
3	f	b.	Remove and replace existing acoustical ceiling system and light fixtures.	l	1	2	\$63,000.00			8/12/2011	F
4	f	b.	Remove existing acoustical ceiling system and light fixtures.	lump sum	1	2	\$240,273.00			8/12/2011	F
5	f	b.	Remove existing galvanized steel domestic water piping and replace with copper piping.	l	1	2	\$547,813.00			8/12/2011	F
6	f	b.	Remove and replace vinyl composite floor tile.	l	1	2	\$90,508.00			8/12/2011	F

Original Subtotal	\$1,440,401.00	Adjusted Subtotal	\$1,440,401.00
Original 10.00% Contingency	\$144,040.10	Adjusted 10.00% Contingency	\$144,040.10
Original 10.00% A/E Fees	\$144,040.10	Adjusted 10.00% A/E Fees	\$144,040.10
Original Grand Total	\$1,728,481.20	Adjusted Grand Total	\$1,728,481.20

Items with a Funding Type of 'O' are not included in the cost calculation.  
35-48 (7/07) (Prescribed by ISBE for Local Board Use)

## VIOLATION AND RECOMMENDATION SCHEDULE

(23 IL Adm. Code 180, Sections 180.320)

1. COUNTY CODE 016, Cook		2. DISTRICT CODE/NAME 2000, Oak Park - River Forest SD 200		3. FACILITY CODE/NAME OAK PARK & RIVER FOREST HIGH SCH	
4. Item ID	5. Location(s) (Room No)	6. Priority Code	7. Rule Violated	8. Description of the violation	9. Recommendation to correct violation
1	1924 Addition	b.	185.310	Existing 12" x 12" acoustical ceiling tiles are cracked, broken, and falling. The existing light fixtures have exceeded their life expectancy and replacement parts are no longer available. Affected rooms include: 407, 408, 409, 410, 411, 413, 415, 417, 421, 423, 424, 425, 425A, 426, 427, 427A, 428, 429, 430, 431, 433, 435, 436, 437, 438, 439, 440, 472, 473, 474, 475, 476, 477, 478.	Remove and replace existing ceiling system and light fixtures.
2	1924 Addition	b.	185.310	Existing 12" x 12" acoustical ceiling tiles are cracked, broken, and falling. The existing light fixtures have exceeded their life expectancy and replacement parts are no longer available. Affected rooms include: 309, 311, 313, 315, 320, 321, 326, 329, 330, 331, 333, 335, 337, 390, and 391.	Remove and replace existing ceiling system and light fixtures.
3	1924 Addition	b.	185.310	Existing 12" x 12" acoustical ceiling tiles are cracked, broken, and falling. The existing light fixtures have exceeded their life expectancy and replacement parts are no longer available. Affected rooms include: 230, 231, 233, 235, and 239.	Remove and replace existing acoustical ceiling system and light fixtures.
4	1967 Addition	b.		Existing 12" x 12" acoustical ceiling tiles are cracked, broken, and falling. The existing light fixtures have exceeded their life expectancy and replacement parts are no longer available. Affected corridors include: 200I, 200J, 200K, 200L, 200M, 200N, and 200O.	Remove existing acoustical ceiling system and light fixtures.
5	1907 through 1967 Additions	b.	186.630	Existing galvanized steel domestic water piping has exceeded its life expectancy and is deteriorating.	Remove existing galvanized steel domestic water piping and replace with copper piping.
6	1924 Addition	b.	185.390	Existing vinyl composite floor tile is asbestos containing, has exceeded its life expectancy, and is deteriorating. Affected rooms include: 273, 274, 340, and 421.	Remove and replace vinyl composite floor tile.



TO: Board of Education Finance Committee

FROM: Michael Carioscio

DATE: 3/11/2011

RE: Technology budget and request to utilize TIF funds

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#### BACKGROUND

The technology budget supports the technology plan that was presented to the Board of Education at the Instruction committee of the whole on Thursday January 20, 2011. At that meeting we stated we would provide the financial detail to support that budget in the March Finance committee meeting.

We have kept the baseline budget flat between 2010-11 and 2011-12. However, in order to move forward with the technology plan, we need to fund a number of projects.

#### SUMMARY OF PROPOSAL

Based upon the technology plan, the following infrastructure projects are proposed.

2010-11 District Projects		
Description	Proposed	Comments
Wireless	\$ 110,000	Complete instructional space
Projectors	\$ 150,000	1/2 of the classrooms
Content filter	\$ 55,000	Emergency upgrade - will redu
Tablets	\$ 86,000	1/4 of faculty
Website redesign	\$ 50,000	Phase I - navigation
VOIP	\$ 75,000	Pilot
	\$526,000	

We are able to fund \$185,430 from our project budget. This leaves an unmet expense of \$340,570.

#### RECOMMENDATION

We recommend funding this unmet expense with the River Forest TIF funds. This will enable us to make sure this technology is in place by the beginning of the 2011-12 school year and lay the foundation to provide basic technology to increase student achievement through improved student engagement.



# **\*2011-12 Budget**

Educational Technology

\* 404 Account is Instructional Technology - items which are specific to divisions

\* 405 Account is Network Technology - items which apply to the entire building/district - infrastructure

\* Projects were in 404 account last year, will be in 405 account this year

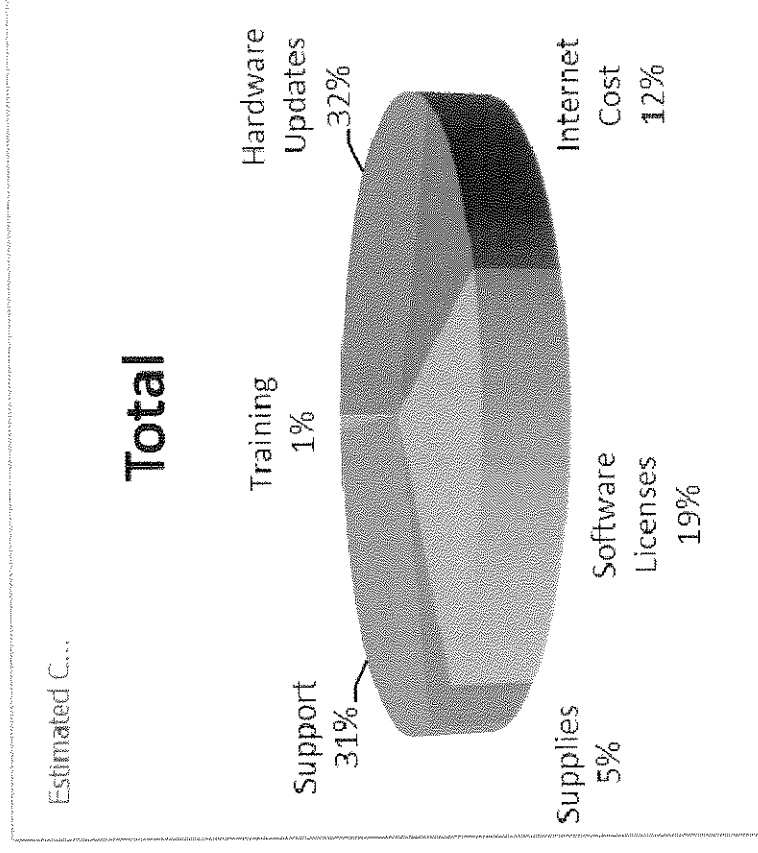
# **\*Technology Account description**

# **\*2010-11 to 2011-12 Comparison**

2011 405 without projects	\$653,206
2010 405 Base	\$621,599
difference	\$31,607

2011 404 without projects	\$100,000
2010 404 without projects	\$129,246
	-\$29,246

2011 404 and 405 Total	\$753,206
2010 404 and 405 Total	\$750,845
Difference	\$2,361



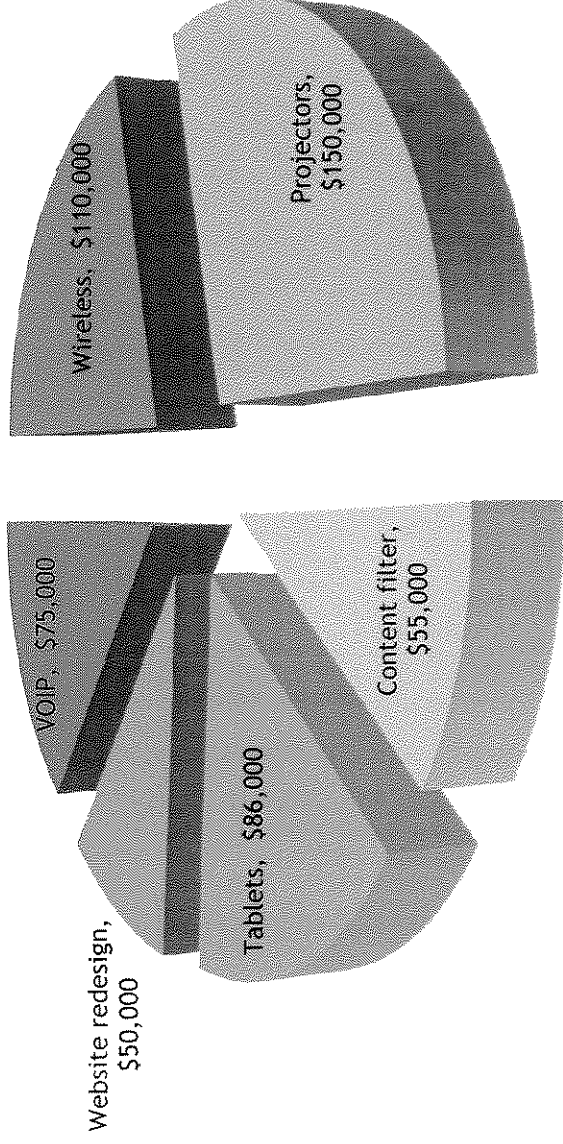
**\*2011-12 Budget  
categories excluding  
projects**

## 2010-11 District Projects

Description	Proposed	Comments
Wireless	\$ 110,000	Complete instructional space
Projectors	\$ 150,000	1/2 of the classrooms
Content filter	\$ 55,000	Emergency upgrade - will redu
Tablets	\$ 86,000	1/4 of faculty
Website redesign	\$ 50,000	Phase I - navigation
VOIP	\$ 75,000	Pilot
	\$526,000	

**\*2011-12**  
**405 (district-wide) Projects**

## 2011-12 Infrastructure Projects



**\*2011-12 technology  
infrastructure  
projects**



## **2010-11 Proposed District-**

<b>wide Projects</b>	<b>\$526,000</b>
<b>Available funds</b>	<b>\$185,430</b>
<b>Unmet funding</b>	<b>\$340,570</b>

# **Projects expenditure comparison**

\* Would like to use \$340,570 in TIF funds to support technology infrastructure projects

\* Wireless complete coverage in instructional space

\* Projectors in classrooms (1/2 classrooms)

\* Tablet technology for faculty (1/4 faculty)

\* Internet access - content filter - money to be removed from 11-12 budget

\* Web site redesign

\* Voice over IP pilot


**\*Recommend using TIF  
funds to meet \$340,570  
unfunded amount**

Instruction PD Hardware Data District Ops Connectivity Community

**\*Current state 2010-11**

Instruction PD Hardware Data District Ops Connectivity Community

# \*Status as of 2011-12

 **Questions?**

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

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

TO: Board of Education

FROM: Tim Keeley, Transportation Coordinator

DATE: March 15, 2011

RE: Illinois Central Bus Contract for Special Education Transportation Services

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**BACKGROUND**

On February 1, 2011, a Request for Proposals was published for Special Education Transportation. The current contract with Grand Prairie Transit expires at the conclusion of this school year and all contract extensions have been exhausted.

The Board of Education approved the recommendation to contract with Illinois Central Bus, the lowest responsible bidder at the February 24, 2011 regular Board of Education Meeting.

**SUMMARY OF FINDINGS**

The attached contract for Special Education Transportation services was drafted by District legal counsel to encompass all details of the February 1, 2011 proposal submitted by Illinois Central as well as necessary verbiage per Illinois School Code and Illinois Vehicle Code.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

To present for approval the contract with Illinois Central Bus for the District's Special Education Transportation at the regular March Board of Education meeting.

**Transportation Agreement Between  
Oak Park And River Forest High School District 200  
and Illinois Central School Bus, LLC**

This agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2011 between Oak Park and River Forest High School District 200, 201 N. Scoville Ave., Oak Park, IL, hereinafter referred to as "SCHOOL" and Illinois Central School Bus, LLC, 1818 W. Jefferson Street, 2<sup>nd</sup> Floor, Joliet, IL 60435, hereinafter referred to as "CONTRACTOR".

WHEREAS, School is a public school engaged in education and Contractor is engaged in the business of providing contracted school transportation for special education students enrolled in the Oak Park and River Forest High School and designated by the School to be eligible for transportation under specified conditions;

NOW, THEREFORE, in consideration of the mutual conditions, terms, and covenants hereinafter set forth, it is hereby agreed by and between the parties heretofore as follows:

1. SCOPE. The terms and conditions of this Agreement shall be as provided in Contractor's proposal, dated February 1, 2011, in response to the Invitation to Bid published by the School, and all attachments, exhibits, and addenda thereto ("Proposal Documents"), which are incorporated herein and made a part of this Agreement, except to the extent this Agreement is inconsistent with the Proposal Documents, in which case this Agreement shall control. The Contractor shall, during the period of this Agreement as hereinafter set forth, provide and maintain the required number of school buses to transport conveniently and safely any and all students designated by the School to be served under the provisions of this Agreement. Such transportation shall be provided for each and every day that school is convened, plus weekend and non-school days as requested, and in accordance with bus routes and schedules as submitted to and approved by the School.

Special transportation is provided for students with special needs based on their individual plans. School District offers comprehensive programs and services to students including services at the main campus, self-contained classes at an in-district off-campus

facility, and transportation outside of the district to schools many miles away. The hours for self-contained classes have slight variations from regular school hours and are contingent on the programmatic needs of the students and coordinated with the arrival of other buses at that location. Students may have additional special needs to ensure safe transport, including but not limited to lift buses, harnesses, car seats, and/or bus monitors.

2. DURATION OF CONTRACT. The term of this Agreement will begin August 15, 2011 and run through August 14, 2014 unless earlier terminated. School District reserves the right to negotiate up to two (2) additional one-year extensions to this Agreement, to be signed no later than December 15<sup>th</sup> of the final school year segment of the contract period.

3. PERSONNEL. For the purpose of this Agreement and interpretation thereof it is agreed that the transportation of school children is an unusual and specialized function. It is the essence of this Agreement that the students are to be transported to and from classes or events regularly, promptly, safely, and without interruption or incident, and that the interests of the children in such transportation shall take precedence over the interests of either the Contractor and its drivers or the School. It shall be a primary obligation of Contractor to operate its affairs so that the School is assured of this continuous and reliable service. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The School places upon the Contractor and the Contractor agrees to accept the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not allow any person to drive a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any child to an impropriety of word or conduct whatsoever, nor shall Contractor allow any person to drive a school bus who is not at the time in a condition of mental, physical, and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, subject to paragraph 4 below.



4. DRIVERS. Contractor agrees that the same driver will be assigned to each route from day to day in order to establish continuity of relations with pupils. Substitute drivers may be assigned only in the event the regular driver is absent due to illness or emergency.

Upon receipt of the written request of the District Superintendent or his designee, the Contractor shall terminate the employment of any driver or other person used in performing this Agreement who in the sole discretion of the Board is deemed unfit or unsuitable for the performance of services of the district; provided however, that if Contractor reasonably believes that the request of the Superintendent to terminate Contractor's employee is based on considerations of race, religion, gender, national origin or other improper grounds, Contractor shall notify the Superintendent and request a meeting to discuss the issues.

Contractor shall permit school buses to be operated only by trained and competent drivers who hold valid bus drivers licenses issued by the State of Illinois. Said drivers will report all cases of student misbehavior on buses to the School and will handle all disciplinary matters in strict accordance with School Policy. In no case will a driver eject a student from a bus for misbehavior, unless there is an extreme emergency endangering the safety of other students, and then only after notification by Contractor of School personnel and the local police agency

5. SAFETY PROGRAM. The Contractor shall plan and administer a safety program in conformance with the State laws and regulations. The safety program must include, but is not limited to the following:

A. Bus Drivers:

1. All driver applicants must meet acceptability requirements as provided in 625 ILCS 5/6-106.1.
2. All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
3. All drivers must participate in a defensive driving course as certified by the National Safety Council.

4. All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.

B. A Safety program will be conducted each month.

C. Students:

1. The Contractor must assist and participate with the School District in providing safety programs as needed for its students.
2. All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
3. Contractor must provide training to the students of the School District on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice a year.
4. The bus drivers must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed. If not, the School District must be notified immediately.
5. The Contractor agrees that the School Administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

6. LAWS AND REGULATIONS. During the entire term of this Agreement, the Contractor shall comply in every respect with all the laws, rules, and regulations of the State of Illinois affecting or regulating the transportation of school children, including, but not limited to, the Motor Vehicle Code and the rules and regulations promulgated by the Illinois Office of Education. Additionally, Contractor will comply with Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act.

7. ROUTES AND SCHEDULES. Contractor will deliver all passengers to such points on the school grounds as the School may, from time-to-time designate and shall remove all students from the grounds for return to their homes in accordance with the transportation schedules and routes set up by the School, such schedules and routes to take

into consideration traffic volume, hazards, and weather conditions.

The Contractor shall not permit more passengers to occupy buses than there are seats available and while the vehicle is in motion shall not permit any passengers to stand up in such vehicles, nor permit the over-crowding of such vehicle in any manner whatsoever.

Decisions regarding the regulation and development of routes, pickup and drop-off areas, the placement of stops, times of arrival and dismissal are to be made by the Contractor in cooperation with the School District.

All buses to be scheduled to arrive at the school no less than ten minutes prior to the students' first class.

At dismissal time, buses shall arrive at the School prior to dismissal, and shall depart no less than ten minutes after dismissal time.

The Contractor will submit final routes by August 15th of each year.

The District defines a bus run to mean taking the children to school and returning them home after school. The number of buses and the runs they make are not binding on the District. If a particular student or students require additional equipment, such as oxygen respirators, that would require bus mounting, the Contractor shall secure such equipment as quickly as possible. Personal equipment such as special seats, restraining harnesses, protective headgear, or other equipment required as a result of a student's disability shall be provided by the District and/or the parent.

All bus runs performed under this contract shall be limited to transport of District students. At no time will the Contractor transport non-District students on the same vehicle as District students. In cases of emergency where such an occurrence is necessary, prior approval from the Director of Special Education is required.

The Contractor shall maintain complete and accurate records of all trips provided under this contract, all disciplinary actions, detailed information regarding the cost to the Contractor for fuel, and such other reports that the District may request and/or such other reports that may be required under all applicable law.

8. INSURANCE AND INDEMNIFICATION. Contractor agrees at its sole expense to procure and keep in force during the entire period of this Agreement, Public

Liability and Property Damage Liability Insurance, protecting the School, its Board of Trustees, its agents and employees, and the individual members thereof, school personnel, the Contractor, drivers, and other related personnel in the minimum amount of ten million dollars (\$10 million) for Combined Bodily Injury and Property Damage Liability.

Contractor agrees to name School as an Additionally Named Insured and to provide School from time to time with current certificates evidencing at least the minimum coverage referred to in this paragraph 8 and showing said policy or policies not to be cancelled without a minimum thirty (30) days prior written notice to School. All said insurance policies shall be primary and noncontributing.

Contractor agrees to indemnify, defend and hold harmless the School from and against any claim of loss, damage, deprivation of civil rights, personal injury or death arising out of the performance of this Agreement.

9. EQUIPMENT. The Contractor shall keep all equipment used in the transportation of students in strict accordance with the State of Illinois minimum standards for school buses, and such equipment shall be maintained in good mechanical order at all times, sufficient to pass the State School Bus Inspections. The interiors and exteriors of all buses shall be maintained in good mechanical order at all times, sufficient to pass the State School Bus Inspections. Interiors and exteriors of all buses shall be maintained in a clean and sanitary condition so as to present a good appearance at all reasonable times.

10. FORCE MAJEURE. If by reason of any acts of God, fires, strikes, present or future laws, ordinances or government orders, the Contractor shall be prevented from carrying out the terms and conditions of this contract, this Agreement shall not terminate, but the School shall have the right to utilize the contracted equipment, including spares and School personnel in the continued transportation of students to and from school, or hire the same done; in which case the operating expenses incurred by the School shall be deducted from the payments owed to the Contractor. Superintendent of Schools shall have authority to determine if school will be in session in case of unusual situations.

11. CONTRACTOR NOT AN AGENT. In the interpretation of this Agreement and the relations between the Contractor and the School, the same shall be construed as being an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the school.

12. OPERATING EXPENSE. The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, fuel, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing.

13. FUEL. The Contractor shall furnish all fuel to be used in its performance of this Agreement. Contractor's compensation for services hereunder shall be adjusted monthly to reflect changes in Contractor's cost of fuel. Contractor's "Base Fuel Cost" shall be \$3.30 per gallon of diesel fuel, inclusive of all applicable taxes. Each month during the term of this Agreement, including any renewals or extensions hereof, Contractor's invoice shall include an adjustment for increases or decreases in fuel costs calculated by multiplying the number of gallons of diesel fuel purchased by Contractor for consumption in the performance of this Agreement by the difference between the appropriate Base Fuel Cost and the average cost per gallon of diesel fuel paid during the month for which the invoice was issued.

14. STUDENT MANAGEMENT. The School shall give to each student and to the Contractor rules and regulations regarding bus passenger discipline.

When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to his/her supervisor, who shall, no later than the following day, turn in a report to the School. Any vandalism or damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the School will assist the Contractor in seeking restitution for damaged equipment.

15. SCHEDULE OF RATES. The rates to be paid by School to Contractor

shall be as provided in the attached bid proposal.

16. PAYMENT Contractor will submit to the School the first of each month an invoice for payment for that month's transportation. The School will process and issue payment on approximately the 30th day of that month. Contractor shall also submit such other reports as may from time to time be requested by School. Such reports shall be on such forms as may be furnished or prescribed by School. Records sufficient to confirm the accuracy of all such reports shall be kept by Contractor and made available for inspection by School at all reasonable times for one year after the submission of each report.

17. FREEDOM OF INFORMATION ACT. Contractor agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by School District under the Freedom of Information Act so that the School District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, the Contractor shall so notify the School District and, if possible, the School District shall request an extension of time so as to comply with the Act. In the event that the School District is found to have not complied with the Freedom of Information Act due to Contractor failure to produce documents or otherwise appropriately respond to a requester under the Act, then Contractor shall indemnify and hold the School District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.

18. ASSIGNMENT OF CONTRACT. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

19. BACKGROUND CHECK AND MEDICAL EXAMINATIONS. ALL OF THE

CHARTER BUS DRIVERS WHO WILL BE PROVIDING SERVICES UNDER THIS CONTRACT HAVE OR WILL HAVE BEFORE ANY SERVICES ARE PROVIDED:

(1) SUBMITTED THEIR FINGERPRINTS TO THE DEPARTMENT OF STATE POLICE IN THE FORM AND MANNER PRESCRIBED BY THE DEPARTMENT OF STATE POLICE. THESE FINGERPRINTS SHALL BE CHECKED AGAINST THE FINGERPRINT RECORDS NOW AND HEREAFTER FILED IN THE DEPARTMENT OF STATE POLICE AND FEDERAL BUREAU OF INVESTIGATION CRIMINAL HISTORY RECORDS DATABASES. THE FINGERPRINT RECORD HAS RESULTED IN A DETERMINATION THAT THEY HAVE NOT BEEN CONVICTED OF COMMITTING ANY OF THE OFFENSES SET FORTH IN SUBDIVISION (C-1)(4) OF SECTION 6-508 OF THE ILLINOIS VEHICLE CODE: AND

(2) DEMONSTRATED PHYSICAL FITNESS TO OPERATE SCHOOL BUSES BY SUBMITTING THE RESULTS OF A MEDICAL EXAMINATION, INCLUDING TESTS FOR DRUG USE, TO A STATE REGULATORY AGENCY.

20. NON-SCHOOL STUDENTS PROHIBITED; DAMAGES. Contractor is strictly prohibited from transporting non-District 200 students together with District 200 students. Contractor agrees that violation of this prohibition will cause School to suffer damages which are difficult to measure. In consequence, in case of any breach of this provision, School shall be entitled to recover liquidated damages in the amount of 100% of the cost of the daily run. Contractor agrees that such liquidated damages are reasonable in relation to the actual loss suffered by School by reason of such breach, and further agrees that such liquidated damages are not a penalty.

21. CANCELLATION. In the event that the Contractor at any time fails to comply with and fully perform and strictly adhere to any covenant contained herein to be performed by the Contractor, its agents or employees, the School shall give 48 hours notice in writing to the Contractor of such failure and in the event the Contractor does not remedy such failure within 48 hours from the receipt of such notice by it (except if

such failure be impossible to remedy within 48 hours only because of weather conditions making roads impassable or other acts of God or strikes), then at the option of the District, this contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any cost to the School for bus transportation to the end of the current school year as hereinafter provided. Failure to exercise the School District's rights within 48 hours does not preclude any subsequent right to exercise at a later date. If this contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor shall cease.

IN WITNESS WHEREOF, Said Contractor has set his hand and the School has caused this presence to be executed by its proper officers on the date first written above.

Oak Park and River Forest High School

By \_\_\_\_\_

Attest:

\_\_\_\_\_

Illinois Central School Bus, LLC

By \_\_\_\_\_

\_\_\_\_\_  
Title



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

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

TO: Board of Education

FROM: Tim Keeley Transportation Coordinator

DATE: March 15, 2011

RE: Illinois Central Bus Contract for Field Trip/Extracurricular Transportation Services

**BACKGROUND**

On February 1, 2011, bids were solicited for Field Trip/Extracurricular Transportation Services. The current contract with R&D Bus Company is set to expire at the conclusion of this school year.

The Board of Education approved the recommendation to contract with Illinois Central Bus, the lowest responsible bidder at the February 24, 2011 regular Board of Education Meeting.

**SUMMARY OF FINDINGS**

The attached contract for Field Trip/Extracurricular Transportation services was drafted by District legal counsel to encompass all details of the February 1, 2011 proposal submitted by Illinois Central as well as necessary verbiage per Illinois School Code and Illinois Vehicle Code.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

To present for approval the contract with Illinois Central Bus for the District's Field Trip/Extracurricular Transportation at the regular March Board of Education meeting.

**Transportation Agreement Between  
Oak Park And River Forest High School District 200  
and Illinois Central School Bus, LLC**

This agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2011 between Oak Park and River Forest High School District 200, 201 N. Scoville Ave., Oak Park, IL, hereinafter referred to as "SCHOOL" and Illinois Central School Bus, LLC, 1818 W. Jefferson Street, 2<sup>nd</sup> Floor, Joliet, IL 60435, hereinafter referred to as "CONTRACTOR".

WHEREAS, School is a public school engaged in education and Contractor is engaged in the business of providing contracted school transportation for school children, teachers, coaches, and volunteers from the Oak Park and River Forest High School who participate in field trips and extracurricular activities;

NOW, THEREFORE, in consideration of the mutual conditions, terms, and covenants hereinafter set forth, it is hereby agreed by and between the parties heretofore as follows:

1. SCOPE. The terms and conditions of this Agreement shall be as provided in Contractor's proposal, dated February 1, 2011 in response to the Invitation to Bid published by the School, and all attachments, exhibits, and addenda thereto ("Proposal Documents), which are incorporated herein and made a part of this Agreement, except to the extent this Agreement is inconsistent with the Proposal Documents, in which case this Agreement shall control. The Contractor shall, during the period of this Agreement as hereinafter set forth, provide and maintain the required number of school buses to transport conveniently and safely any and all students designated by the School to be served under the provisions of this Agreement. Such transportation shall be provided for each and every field trip and activity, including weekend and non-school days as requested, and in accordance with routes, destinations, and schedules as submitted to and approved by the School.

2. DURATION OF CONTRACT. The term of this Agreement will begin August 15, 2011 and run through August 14, 2014 unless earlier terminated. School District reserves the right to negotiate up to two (2) additional one-year extensions to this Agreement, to be signed no later than December 15<sup>th</sup> of the final school year segment of the contract period. The cost to the District for any years beyond the initial term shall not exceed the year to year percentage change for the consumer price index for the U.S. city average, for all urban consumers, that occurred in the calendar year preceding the fourth or fifth contract periods (i.e. 2013 CPI change for the 2014-2015 contract period).

3. PERSONNEL. For the purpose of this Agreement and interpretation thereof it is agreed that the transportation of school children is an unusual and specialized function. It is the essence of this Agreement that the students are to be transported to and from classes or events regularly, promptly, safely, and without interruption or incident, and that the interests of the children in such transportation shall take precedence over the interests of either the Contractor and its drivers or the School. It shall be a primary obligation of Contractor to operate its affairs so that the School is assured of this continuous and reliable service. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The School places upon the Contractor and the Contractor agrees to accept the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not allow any person to drive a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any child to an impropriety of word or conduct whatsoever, nor shall Contractor allow any person to drive a school bus who is not at the time in a condition of mental, physical, and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, subject to paragraph 4 below.

4. DRIVERS. Contractor agrees that, whenever possible, the same drivers will be assigned to District 200 events from day to day in order to establish continuity of relations with pupils. Substitute drivers may be assigned in the event the regular driver is absent due to illness or emergency.

Upon receipt of the written request of the District Superintendent or his designee, the Contractor shall terminate the employment of any driver or other person used in performing this Agreement who in the sole discretion of the Board is deemed unfit or unsuitable for the performance of services of the district; provided however, that if Contractor reasonably believes that the request of the Superintendent to terminate Contractor's employee is based on considerations of race, religion, gender, national origin or other improper grounds, Contractor shall notify the Superintendent and request a meeting to discuss the issues.

Contractor shall permit school buses to be operated only by trained and competent drivers who hold valid bus drivers licenses issued by the State of Illinois. Said drivers will report all cases of student misbehavior on buses to the School and will handle all disciplinary matters in strict accordance with School Policy. In no case will a driver eject a student from a bus for misbehavior, unless there is an extreme emergency endangering the safety of other students, and then only after notification by Contractor of School personnel and the local police agency

5. **SAFETY PROGRAM.** The Contractor shall plan and administer a safety program in conformance with the State laws and regulations. The safety program must include, but is not limited to the following:

A. Bus Drivers:

1. All driver applicants must meet acceptability requirements as provided in 625 ILCS 5/6-106.1.
2. All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
3. All drivers must participate in a defensive driving course as certified by the National Safety Council.
4. All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.

B. A Safety program will be conducted each month.

C. Students:

1. The Contractor must assist and participate with the School District in providing safety programs as needed for its students.
2. All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
3. Contractor must provide training to the students of the School District on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice a year.
4. The bus drivers must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed. If not, the School District must be notified immediately.
5. The Contractor agrees that the School Administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

6. LAWS AND REGULATIONS. During the entire term of this Agreement, the Contractor shall comply in every respect with all the laws, rules, and regulations of the State of Illinois affecting or regulating the transportation of school children, including, but not limited to, the Motor Vehicle Code and the rules and regulations promulgated by the Illinois State Board of Education. Additionally, Contractor will comply with Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act.

7. ROUTES AND SCHEDULES. Contractor will pick up passengers at locations designated by the School District and will deliver all passengers to such destinations as the School may, from time-to-time designate and shall return all students to locations within the School District in accordance with the transportation schedules and routes set up by the School, such schedules and routes to take into consideration traffic volume, hazards, and weather conditions.

The Contractor shall not permit more passengers to occupy buses than there are seats available and while the vehicle is in motion shall not permit any passengers to stand

up in such vehicles, nor permit the over-crowding of such vehicle in any manner whatsoever.

Decisions regarding the regulation and development of routes, pickup and drop-off areas, the placement of stops, times of arrival and dismissal are to be made by the Contractor in cooperation with the School District.

The Contractor shall maintain complete and accurate records of all trips provided under this contract, all disciplinary actions, detailed information regarding the cost to the Contractor for fuel, and such other reports that the District may request and/or such other reports that may be required under all applicable law.

8. INSURANCE AND INDEMNIFICATION. Contractor agrees at its sole expense to procure and keep in force during the entire period of this Agreement, Public Liability and Property Damage Liability Insurance, protecting the School, its Board of Trustees, its agents and employees, and the individual members thereof, school personnel, the Contractor, drivers, and other related personnel in the minimum amount of ten million dollars (\$10 million) for Combined Bodily Injury and Property Damage Liability and shall comply with all insurance requirements enumerated in the Proposal Documents.

Contractor agrees to name School as an Additionally Named Insured and to provide School from time to time with current certificates evidencing at least the minimum coverage referred to in this paragraph 8 and showing said policy or policies not to be cancelled without a minimum thirty (30) days prior written notice to School. All said insurance policies shall be primary and noncontributing.

Contractor agrees to indemnify, defend and hold harmless the School from and against any claim of loss, damage, deprivation of civil rights, personal injury or death arising out of the performance of this Agreement.

9. EQUIPMENT. The Contractor shall keep all equipment used in the transportation of students in strict accordance with the State of Illinois minimum standards for school buses, and such equipment shall be maintained in good mechanical order at all times, sufficient to pass the State School Bus Inspections. The interiors and exteriors of all

buses shall be maintained in good mechanical order at all times, sufficient to pass the State School Bus Inspections. Interiors and exteriors of all buses shall be maintained in a clean and sanitary condition so as to present a good appearance at all reasonable times.

10. FORCE MAJEURE. If by reason of any acts of God, fires, strikes, present or future laws, ordinances or government orders, the Contractor shall be prevented from carrying out the terms and conditions of this contract, this Agreement shall not terminate, but the School shall have the right to utilize the contracted equipment, including spares and School personnel in the continued transportation of students to and from school, or hire the same done; in which case the operating expenses incurred by the School shall be deducted from the payments owed to the Contractor. Superintendent of Schools shall have authority to determine if school will be in session in case of unusual situations.

11. CONTRACTOR NOT AN AGENT. In the interpretation of this Agreement and the relations between the Contractor and the School, the same shall be construed as being an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the school.

12. OPERATING EXPENSE. The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, fuel, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing.

13. FUEL. The Contractor will provide all necessary fuel at contractor's expense.

14. STUDENT MANAGEMENT. The School shall give to each student and to the Contractor rules and regulations regarding bus passenger discipline.

When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to his/her supervisor, who shall, no later than the following day, turn in a report to the School. Any vandalism or damages to

the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the School will assist the Contractor in seeking restitution for damaged equipment.

15. SCHEDULE OF RATES. The rates to be paid by School to Contractor shall be as provided in the attached bid proposal, except that Contractor agrees that field trips shall be billed in increments of  $\frac{1}{4}$  hour based on a rate of \$36 per hour. Example: A field trip for which the duration is 2 hours and 15 minutes will be bill at a cost of \$36 X 2.25 hours = \$81.

16. PAYMENT FOR TRANSPORTATION. Contractor will submit to the School the first of each month an invoice for payment for that month's transportation. The School will process and issue payment on approximately the 30th day of that month. Contractor shall also submit such other reports as may from time to time be requested by School. Such reports shall be on such forms as may be furnished or prescribed by School. Records sufficient to confirm the accuracy of all such reports shall be kept by Contractor and made available for inspection by School at all reasonable times for one year after the submission of each report.

17. FREEDOM OF INFORMATION ACT. Contractor agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by School District under the Freedom of Information Act so that the School District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, the Contractor shall so notify the School District and, if possible, the School District shall request an extension of time so as to comply with the Act. In the event that the School District is found to have not complied with the Freedom of Information Act due to Contractor failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the School District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.



18. ASSIGNMENT OF CONTRACT. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

19. BACKGROUND CHECK AND MEDICAL EXAMINATIONS. ALL OF THE CHARTER BUS DRIVERS WHO WILL BE PROVIDING SERVICES UNDER THIS CONTRACT HAVE OR WILL HAVE BEFORE ANY SERVICES ARE PROVIDED:

(1) SUBMITTED THEIR FINGERPRINTS TO THE DEPARTMENT OF STATE POLICE IN THE FORM AND MANNER PRESCRIBED BY THE DEPARTMENT OF STATE POLICE. THESE FINGERPRINTS SHALL BE CHECKED AGAINST THE FINGERPRINT RECORDS NOW AND HEREAFTER FILED IN THE DEPARTMENT OF STATE POLICE AND FEDERAL BUREAU OF INVESTIGATION CRIMINAL HISTORY RECORDS DATABASES. THE FINGERPRINT RECORD HAS RESULTED IN A DETERMINATION THAT THEY HAVE NOT BEEN CONVICTED OF COMMITTING ANY OF THE OFFENSES SET FORTH IN SUBDIVISION (C-1)(4) OF SECTION 6-508 OF THE ILLINOIS VEHICLE CODE: AND

(2) DEMONSTRATED PHYSICAL FITNESS TO OPERATE SCHOOL BUSES BY SUBMITTING THE RESULTS OF A MEDICAL EXAMINATION, INCLUDING TESTS FOR DRUG USE, TO A STATE REGULATORY AGENCY.

20. NON-SCHOOL STUDENTS PROHIBITED; DAMAGES. Contractor is strictly prohibited from transporting non-District 200 students together with District 200 students. Contractor agrees that violation of this prohibition will cause School to suffer damages which are difficult to measure. In consequence, in case of any breach of this provision, School shall be entitled to recover liquidated damages in the amount of 100% of the cost of the daily run. Contractor agrees that such liquidated damages are

reasonable in relation to the actual loss suffered by School by reason of such breach, and further agrees that such liquidated damages are not a penalty

21. CANCELLATION. In the event that the Contractor at any time fails to comply with and fully perform and strictly adhere to any covenant contained herein to be performed by the Contractor, its agents or employees, the School shall give 48 hours notice in writing to the Contractor of such failure and in the event the Contractor does not remedy such failure within 48 hours from the receipt of such notice by it (except if such failure be impossible to remedy within 48 hours only because of weather conditions making roads impassable or other acts of God or strikes), then at the option of the District, this contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any cost to the School for bus transportation to the end of the current school year as hereinafter provided. Failure to exercise the School District's rights within 48 hours does not preclude any subsequent right to exercise at a later date. If this contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor shall cease.

IN WITNESS WHEREOF, Said Contractor has set his hand and the School has caused this presence to be executed by its proper officers on the date first written above.

Oak Park and River Forest High School

By \_\_\_\_\_

Attest:

\_\_\_\_\_

Illinois Central School Bus, LLC

By \_\_\_\_\_

\_\_\_\_\_

Title

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

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

TO: Board of Education

FROM: John Stelzer/Tim Keeley

DATE: March 15, 2011

RE: Executive Bid Summary for 2011-2012 Athletic Uniforms

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**BACKGROUND**

On February 24, 2011, bids were solicited for fall athletic uniforms. Items in this bid are listed below. Team uniforms are on a revolving 4-year replacement schedule that will allow for OPRFHS athletes to have high quality competition wear while amortizing the expense of new uniforms over a reasonable period of time.

In concert with the head coaches, the Athletic Director compiled a list of specifications for products to fulfill the needs of the sports listed above. Quality, functionality, and value of the products were all taken into consideration. Emphasis was placed on quality to ensure that the product purchased would meet the needs of the athletic program and be resilient enough to maintain functionality until the next replacement date.

**SUMMARY OF FINDINGS**

Responses to the solicitation were received from three vendors: Advantage Team, Boathouse Sports, and Salkeld Sports. Riddell sent back a response of "No bid."

Results are as follows:

<b><u>GENERAL REQUIREMENTS</u></b>	<b><u>Advantage</u></b>	<b><u>Boathouse</u></b>	<b><u>Salkeld</u></b>
SIGNED PRICE SHEET	YES	YES	YES
REFERENCES PROVIDED	YES	YES	YES
NON-COLLUSION AFFIDAVIT	YES	YES	YES
PROJECT QUALIFICATION FORM	YES	YES	YES

# ***Oak Park and River Forest High School***

## ***District 200***

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

<b><u>PRICING</u></b>	<b><u>Advantage</u></b>	<b><u>Boathouse</u></b>	<b><u>Salkeld</u></b>
BOYS GOLF WIND SHIRTS	\$ 555.00	\$ 864.00	NO BID
GIRLS GOLF WIND JACKETS	NO BID	NO BID	\$ 500.00
GIRLS FIELD HOCKEY SKIRTS	\$ 692.40 (A)	NO BID	\$ 958.80
GIRLS CHEER WARM-UPS	\$ 1,555.00 (B)	\$ 3,380.00	NO BID
BOYS BASKETBALL UNIFORM	\$ 3,551.40	NO BID	\$ 2,808.00
GIRLS GYMNASTICS WARM-UPS	\$ 933.00	NO BID	\$ 768.00
BOYS LACROSSE UNIFORMS	\$ 2,506.00 (C)	NO BID	\$ 2,688.00
BOYS TENNIS UNIFORMS	\$ 481.50	NO BID	\$ 485.10
GIRLS SOFTBALL UNIFORMS	\$ 2,038.95	NO BID	\$ 2,162.00
BOYS VOLLEYBALL UNIFORMS	\$ 537.30 (D)	NO BID	\$ 936.00

(A) Required style not quoted.

(B) Advantage product not available in correct color, District will re-quote this item (see below).

(C) Product not matching specifications (no breathable side-panels).

(D) Product not matching specifications.

Boathouse and Advantage were the only vendors to respond to the Cheerleading Warm-up solicitation. The Advantage product was only available in white, not the requested navy color scheme. The Boathouse offering was over twice the cost of the Advantage product. As a result, the bids for this product were eliminated from consideration. The Athletics Director and Purchasing Coordinator will solicit three quotes for a comparable product, which will be purchased through the District Purchasing procedure and via CFO-approved purchase order.

### **RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

In reviewing the bids from the two qualified bidders, the following awards are recommended:

- Remove the Cheer Warm-ups from the award and re-quote the products to achieve a more favorable value.
- Award the Girls Field Hockey, Boys Lacrosse and Boys Volleyball products to Salkeld; as the lowest responsible bidder, Advantage, did not provide a product that meets the bid specifications.
- Award the Girls Golf, Boys Basketball and Girls Gymnastics products to Salkeld, the lowest responsible bidder.
- Award the Boys Golf, Boys Tennis and Girls Softball products to Advantage Team Sales, the lowest responsible bidder.

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

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

TO: Board of Education

FROM: Lauren Smith

DATE: March 15, 2011

Cc: Dr. Steven Isoye, Superintendent; Cheryl Witham, CFO

RE: Additional Legal Services for Human Resources

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**BACKGROUND**

Legal support for the Human Resources department is in high need as we continue to do a compliance review, address labor issues, and move forward with contract negotiations for four bargaining units.

**SUMMARY OF FINDINGS**

The District has used one main legal firm for all of their support needs. There are occasions when we would like to reach out to another legal firm for human resources support. This firm would provide supplemental support for the department based upon items such as turn-around time needs, second options, and cost containment. Hourly cost range from \$138.00 per hour to \$199.00 per hour compared to the current cost of \$280.00 per hour. While this may reflect a reduction in expenses, it does not translate to a reduction in services.

A firm biography is attached for your review. Currently, approximately 20% of the legal staff is made up of women and minorities. Senior partner, Dennis Triggs, was instrumental in creating the local bar association diversity committee approximately eight years ago. Dennis has served on this committee since its inception. This committee is maintained to increase the diversity of our local bar. The firm represents many school clients that have significant minority populations and are very familiar with the corresponding legal and other issues that arise from time to time. Specifically, I have worked with them on claims of discrimination, contract violations, policies implementation, and other labor issues.

**Next Step**

It is recommended that the Board of Education approve the use of the legal firm Miller, Hall & Triggs, LLC to provide supplemental legal services for the Human Resources department.

MILLER,

HALL &

TRIGGS, LLC

**Attorneys at Law**

Suite 1125  
Commerce Bank Bldg.  
416 Main Street  
Peoria, IL 61602-1161

Telephone:  
(309) 671-9600

Fax No.:  
(309) 671-9616

e-mail:  
mhtlaw@mhtlaw.com

Miller, Hall & Triggs, LLC is a twenty-one attorney law firm concentrating in representing public sector clients throughout central Illinois. No other law firm in central Illinois has made a greater commitment to public law or has the depth of experience in representing public clients.

Miller, Hall & Triggs, LLC was founded in 1989 and is committed to providing the highest quality and cost effective legal services for its public law clients. Attorneys in the firm are regularly called upon by local governmental bodies to provide legal services in areas such as development, financing, labor, zoning, compliance with state and federal laws and regulations, and litigation unique to municipalities. Because of the firm's concentration in public law, there are many inquiries that it can respond to in much less time, and therefore in a more cost effective manner, than firms that do not have the same breadth of experience in representing public bodies.

Miller, Hall & Triggs, LLC has worked very hard to foster a reputation for finding innovative solutions to problems facing municipalities and for financing various kinds of projects undertaken by public bodies. Members of the firm frequently assist local counsel for municipalities with specific projects requiring special expertise and experience.

## ***REPRESENTATIVE PUBLIC LAW CLIENTS***

**MILLER, HALL & TRIGGS, LLC** serves as general and special corporation counsel for a number of municipalities, park districts and schools, including the following:

### **Municipalities:**

- City of East Peoria
- Village of Metamora
- City of Marquette Heights
- Village of Saybrook
- Village of Cooksville
- Village of Roanoke
- Village of Minonk
- City of Eureka
- City of Pekin
- Village of Arrowsmith
- City of Pekin
- Village of Morton
- City of Toulon
- City of Lexington
- City of Aledo
- City of Princeton
- City of Rock Falls
- City of Chenoa
- Village of Germantown Hills
- City of Washington
- City of Peoria Fire & Police Commission
- City of Urbana Police Pension Fund

### **Park Districts:**

- Fon du Lac Park District
- Washington Park District
- Metamora Park District
- Octavia Park District

### **Schools:**

- Bourbonnais School District No. 53
- Consolidated School District No. 158
- Dunlap Community Unit School District 323
- East Peoria Community High School District No. 309
- Elmwood Community Unit School District No. 322
- Illinois Valley Central School District No. 321
- Farmington Central Community Unit School District No. 265
- McLean County Unit School District No. 5
- Metamora Township High School District No. 122
- Morton Community Unit School District No. 709
- Pekin Community High School District No. 303
- Tazewell-Mason Counties Special Education Association
- Washington Community High School District
- Bradley University
- Approximately 60 other school districts

### **Counties:**

- County of Peoria
- County of Tazewell

### **Other Governmental Bodies**

- Heart of Illinois Regional Port District
- Numerous Fire Protection Districts
- Illinois Central College
- Menard County Housing Authority
- Champaign County Housing Authority
- Illinois Finance Authority

## ***SIGNIFICANT ACCOMPLISHMENTS***

- Encouraged economic development throughout represented municipalities through creation and modification of TIF Districts, enterprise zones, and creative use of sales tax.
- Increased tax revenues by analyzing and, where appropriate, challenging requests by private entities for reduction in tax assessment and fostering cost sharing of fees and expenses among benefiting local governmental entities.
- \$36 million bond issue through IDFA for the benefit of Bradley University.
- \$80 million bond issue through IFA for the benefit of Bradley University.
- \$5.5 million 501(c)(3) bond issue of the City of East Peoria for the benefit of EastSide Centre, Inc.
- \$10.3 million bond issue through the Illinois Development Finance Authority for the benefit of Illinois Valley Public Telecommunications Corporation (WTVF).
- Preparation of license agreement for disposal of treated wastewater effluent for purposes of irrigating farm fields.
- Fostered development agreements for the John Bearce Auto Mall, Par-A-Dice Hotel and Casino, Town Centre I and Town Centre II Shopping Centers, and Riverside Shopping Center.
- \$26 million refunding bond issue for the City of East Peoria refunding, at substantially lower interest rate, a majority of the City's outstanding debt.
- Assisted the City of East Peoria in the development, construction and financing of Eastport Marina.
- Organized EastSide Centre, Inc., an Illinois Not For Profit Corporation, consisting of the City of East Peoria, the Fon du Lac Park District, East Peoria Community High School and East Peoria Grade School, and financed, through various means, the construction of a \$14 million community recreation center including a football stadium, aquatic facility, indoor recreation center, ten lighted baseball and softball fields, lighted soccer fields and a two acre fishing and paddle boat lagoon.
- Successfully defended County of Tazewell and its dispatch center in disability and FMLA claim in the case of Modenhauer v. Tazewell-Pekin Consolidated Communication Center.
- Assisted the City of Henry, Illinois in constructing a municipal sewer system, including obtaining all requisite easements and financing through grants and the issuance of \$8.5 million in bonds at below-market interest rates.
- \$60 million Gateway Landing, site of an Embassy Suites full-service hotel and a publicly owned Riverfront Conference Center and other amenities.
- Complex Annexation Agreement for the Village of Metamora involving construction of a new first class 18-hole golf course and attendant residential community.



- \$16 million bond issue through the Illinois Finance Authority for the benefit of Illinois Central College Educational Foundation to construct an on-campus student residence facility.
- \$12 million Low Income Housing Tax Credit transaction for the benefit of Menard County Housing Authority, Menard County, Illinois financed through a mixture of grants, loans and tax credits.
- \$14 million Low Income Housing Tax Credit transaction for the benefit of Champaign County Housing Authority, Champaign County, Illinois financed through a mixture of grants, loans and tax credits.
- \$4.5 million Hospital Revenue Bond for the benefit of Perry Memorial Hospital, Princeton, Illinois.
- \$2 million Library Bonds for the benefit of the Princeton Public Library District, Princeton, Illinois.
- Formed and organized the Heart of Illinois Regional Port District, an Illinois municipal corporation, Peoria, Tazewell, Woodford, Marshall, Fulton and Mason counties.
- \$7.1 million bond issue through the Illinois Finance Authority for the benefit of Sauk Valley Community College Foundation to construct an on-campus student residence facility.
- Drafted an annexation agreement for the benefit of the City of Henry, Illinois, regarding the annexation of property and the creation of a river port.
- Assisted the Washington Park District and the Washington Community High School District 308 in connection with an intergovernmental agreement with the Washington Area Community Center, Inc, an Illinois not-for-profit corporation, for the construction, operation, maintenance and funding of a community complex.
- \$4.9 million 501(c)(3) bond issue for West Central Illinois Educational Telecommunications Corporation for purpose of digital technology conversion and equipment upgrade for WSEC, WQEC, and WMEC television stations in Springfield, Quincy and Macomb, Illinois.
- Arranged \$60 million of mixed public/private financing for Embassy Suites and Riverfront Conference Center for the City of East Peoria.
- Creation of numerous Tax Increment Financing Districts throughout Central Illinois.
- Designed and developed approach to intergovernmental sharing of sales tax which benefited local school districts.
- FBO Revenue Bonds for the Heart of Illinois Regional Port District totaling \$6,200,000.
- Successfully represented the City of East Peoria in police officer disciplinary proceedings on administrative review in Craig vs. City of East Peoria Fire and Police Commission.
- \$23 million Alternate Revenue Bond issue for the City of East Peoria.

## ATTORNEYS

### Robert C. Hall

*Born Peoria, Illinois, May 21, 1948. Bradley University (B.S., Magna Cum Laude, 1970). University of Illinois (J.D., With Honors, 1973), Order of the Coif. Admitted to practice in Illinois and Florida; U.S. District Court for the Central District of Illinois; U.S. Tax Court. Member: Florida, Peoria County, Illinois State and American Bar Associations. **Real estate; estate planning, probate and trusts; corporations; business sales and acquisitions.***

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*Born Peoria, Illinois, December 9, 1944. United States Air Force Academy (B.S., 1967). Georgetown University (J.D., 1970). George Washington University (LL.M., 1972). Admitted to practice in Illinois and the District of Columbia; U.S. District Court for the District of Columbia, U.S. District Court for the Central District of Illinois, U.S. Court of Appeals (Seventh Circuit and the District of Columbia), U.S. Supreme Court. Member: Peoria County, Illinois State and American Bar Associations, Illinois and National Council of School Attorneys. **Municipal law and school law, including collective bargaining for municipalities and schools; municipal and school finance; civil rights, and other litigation affecting municipalities and schools.***

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## **Richard M. Joseph**

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## **Jay E. Greening**

*Born Beaufort, South Carolina, September 13, 1968. Bradley University (B.S., 1991). Northern Illinois University (J.D., Magna Cum Laude, 1995). Admitted to practice in Illinois. Member: Peoria County and Illinois State Bar Associations. School and local government, labor and employment.*

## **Scott A. Brunton**

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## **Jeffrey E. Krumpke**

*Born Peoria, Illinois, November 4, 1968. Wabash College (B.A., Magna Cum Laude, 1991). University of London (M.A., 1992). University of Illinois (J.D., magna cum laude, 1995). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois, U.S. District Court for the Northern District of Illinois (General and Trial Bars). Member: Phi Beta Kappa, Peoria County and Illinois State Bar Associations. Civil litigation, commercial litigation, municipal law, appellate practice.*

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## Mark D. Walton

*Born Pekin, Illinois, April 19, 1967. Illinois State University, (B.S.P.S. 1989). Northern Illinois University College of Law (J.D. magna cum laude, 1995). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois; U.S. Court of Appeals for the Seventh Circuit. Commercial real estate transactions, business and commercial law and lending institutions.*

## M. Curt Richardson

*Born Champaign, Illinois, October 16, 1977. Eastern Illinois University (B.A., December, 1998). Southern Illinois University School of Law (J.D., May, 2002). Admitted to practice in Illinois, U.S. District Court for the Central District of Illinois. Member: Peoria County, Illinois State and American Bar Associations, Illinois Council of School Attorneys, Phi Alpha Delta. Municipal law; school law; forcible entry and detainer; business and commercial law; litigation.*

## Christopher D. Oswald

*Born Macomb, Illinois; April 16, 1977; University of Illinois, B.S. with honors, May 1999; Northern Illinois University College of Law, J.D., cum laude, May 2002; Admitted to practice in Illinois November 7, 2002; U.S. District Court for the Central District of Illinois, May 7, 2003; Member Illinois State Bar Association and American Bar Association; Real Estate, Business and Commercial Law.*

## Robert B. McCoy

*Born November 24, 1964, Evanston, Illinois. Earlham College (B.S. 1987) Harvard Divinity School (Masters 1990). University of Illinois (J.D. magna cum laude 1994). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois. Peoria County Bar Association; Illinois Bar Associations, the Illinois Council of School Attorneys and the Order of the Coif. Local government and public finance; litigation; schools and education.*

## Darin M. LaHood

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## Kenneth C. Baker

*Born Peoria, Illinois, August 31, 1978. Northern Illinois University (B.A. 2000). Thomas M. Cooley Law School (J.D., Cum Laude, 2007). Admitted to practice in Illinois and U.S. District Court, Central Illinois. Member: Peoria County Bar Association; Illinois State Bar Association; American Bar Association. Municipal law; school law; employment law; commercial law; business law; estate planning; estate administration; and litigation.*

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## Jennifer Klein VandeWiele

*Born DeKalb, Illinois, June 6, 1971. University of Illinois at Urbana-Champaign (B.A. 1993). University of Illinois College of Law (J.D. 1996, cum laude, Editor-in-Chief for the Elder Law Journal). Admitted to practice in Illinois and U.S. District Courts for the Northern and Central Districts of Illinois. Member: Peoria County and Illinois State Bar Associations; **School law; local government law; and real estate.***

## Katherine L. Swise

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## Charles H. Young (Of Counsel)

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- Dennis R. Triggs
- Patrick A. Murphey
- Michael J. Tibbs
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- Scott A. Brunton
- Jeffrey E. Krumpe
- Mark D. Walton
- Robert B. McCoy
- Darin M. LaHood
- M. Curt Richardson
- Christopher D. Oswald
- Kenneth C. Baker
- Joshua D. Herman
- Jennifer Klein VandeWiele
- Katherine L. Swise

# ***Oak Park and River Forest High School***

## ***District 200***

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

TO: Board of Education

FROM: Lauren Smith

DATE: March 15, 2011

Cc: Dr. Steven Isoye, Superintendent; Cheryl Witham, CFO

RE: Substitute Teacher Daily Rate

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### **BACKGROUND**

A review of the NWPA District's substitute pay rate has been completed. The review was performed due to the continued growth within the substitute teacher budget. Currently, the District's budget for substitute teachers is \$380,595, paying substitutes \$117.50 up per day. Each area has been tasked with reviewing cost and making recommendations for long-term cost containment.

### **SUMMARY OF FINDINGS**

An analysis of substitute rates in area school districts would allow the proposed rates to remain competitive. The District could reduce the daily substitute teaching rate and continue to be competitive. The median NWPA substitute daily rate is \$95.00 and the average daily rate is \$94.74.

### **NWPA SUBSTITUTE TEACHER DAILY RATE**

ETHS District 202	\$110.00	Stevenson	\$94.00
Niles	\$110.00	Barrington	\$90.00
District 214	\$105.00	Lyons D204	\$90.00
Township 211	\$103.00	Lake Park	\$90.00
Township High School D113	\$102.00	DuPage/District 88	\$90.00
Proviso	\$100.00	LFHS D115	\$90.00
New Trier	\$95.00	Glenbrook	\$90.00
Leyden	\$95.00	Glenbard/District 87	\$80.00
Maine Township	\$95.00	Community 99	\$76.00
Hinsdale	\$95.00		

### **Next Step**

It is recommended that the daily rate for certified substitutes, as reflected below be approved for the 2011-2012 school year. Based on approval of the recommended increase the pay schedule for substitutes is provided below. This change will save the District an estimated \$85,000 in the next school year.

### **CERTIFIED SUBSTITUTES (Teachers)**

\$100.00 per day

\$176.50 per day, after 20 days – no retro pay

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

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

TO: Board of Education

FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer

DATE: March 15, 2011

RE: Instructional Materials Fee

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**BACKGROUND**

The administration presented a report to the Board of Education at the February Finance Committee Meeting, which recommended the implementation of an Instructional Materials Fee of \$340 per student. At that meeting several concerns were raised regarding the legality of the system and the cost of the system. Subsequently, the administration sought legal advice regarding the legal implications and also considered additional ways in which to reduce the price for families.

**SUMMARY OF FINDINGS**

The administration is now assured that the proposal is within the law. Additionally, the administration has researched additional sources of revenue which will slightly reduce the cost per student.

The administration has slightly altered the recommendation and the new wording is bolded in the attached document. The following agenda item concerning e-commerce is a key component in the new recommendation.

**RECOMMENDATIONS**

**The Board of Education approves an Instructional Materials Fee of \$320 per student beginning with the 2012 school year.**



# Report on Bookstore Support and Distribution of Instructional Materials March 2011 Update

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## Committee Origin and Goal

Historically the State of Illinois has provided funding to school districts for the purchase of textbooks. This funding provided a significant subsidy to the cost of textbooks for families. Recently the State discontinued this subsidy. In addition, the bookstore software system is antiquated and needs to be replaced for a cost of approximately \$70,000. These two events will significantly increase the purchase price of instructional materials for families next year and we are very concerned about that reality in these economic times. The Board policy indicates that the bookstore should be self sufficient, and therefore, these increased costs will be passed along to families. The purpose of the Board policy is to ensure that instructional materials are not limited by cost containment and the instructional rigor can continue long term.

A committee was convened out of a concern about inefficiencies in the current instructional material purchase model as well as the imminent loss of State Loan funds for textbooks. The objectives of the committee were to discuss and debate the topic, to collect relevant data, to initiate discussions within divisions, and to analyze alternative methods of distributing instructional materials. The committee's goal was to maintain the District's ability to provide high quality instructional materials for all students in an equitable and cost efficient manner.

## Committee Composition

Committee members included two division heads, two faculty members, the Principal, two members from the Office of Curriculum and Instruction, one parent, the Chief Financial Officer, the Chief Information Officer and the bookstore manager. The committee met five times over the past 2 months; the topic has been discussed twice at DLT and twice at IC; and several conversations were held at division meetings. The committee weighed the advantages and disadvantages of two alternatives for instructional materials: to make the investment necessary to support the current purchase model; or to transition to a fee-based model for these materials. A survey of other high schools was conducted and there was a site visit to Glenbard High School District 87, where the decision has been made to transition from a purchase system to a fee-based system.

## Current Realities of OPRFHS's Instructional Material Purchase Model

With the current textbook purchase program families pay an average of \$350.00 annually for textbooks and materials. Recently, two significant changes have occurred to the way in which the District supports the current model. First, the current purchase model and the average cost to families have been substantially subsidized by funds made available by the State of Illinois Textbook Loan Program. In 2009, this revenue was eliminated and the District can no longer expect these funds to offset the cost of instructional materials. In addition, the software program used by staff for bookstore operations is outdated and no longer serves the needs of the District. The cost of replacing the hardware and software with a fully functional program would be approximately \$70,000. These two significant events will increase the cost of materials for families as early as the 2011-2012 school year. Other challenges with the current model include some waste caused by book usage for a single year, weak controls of escalating costs, and the automatic 10% sales tax passed along to families.

Over the past three years, the administration has considered moving to a fee structured program but continued to table the discussion due to other pressing matters. We feel that now is time for making a long term decision.

### Guiding Principles

The following principles were considered when the committee discussed a more sustainable bookstore and instructional material fee model:

- Continue to provide necessary materials to sustain a high quality and comprehensive curriculum;
- Develop a stronger cost consciousness;
- Maintain affordability for all families;
- Establish a rotation schedule for the purchase of new materials;
- Incorporate appropriate use of technology;
- Sustain a fair and equitable process that does not limit student access to rigorous courses due to the higher costs of instructional materials;
- Build in green initiatives;
- Assemble a defined budgeting process approved by the Board of Education.

### Data and Survey Results

Most high school districts in the NWPB use a fee model. Glenbard High School District 87 and Lyons Township High School are the most recent examples of transition to a fee based model. The chart below summarizes the information gathered from NWPB comparison districts.

School Name	What the fee covers	Amount of fee	Additional fees
<b>Downers Grove</b>	Textbooks only	\$215	Kits and class lab fee
<b>District 211</b>	Textbook s only	\$160	Kits and consumables
<b>District 214</b>	Textbooks and Kits	\$375	
<b>Elmhurst</b>	Purchase model	Students purchase all materials	Class lab fees
<b>Evanston</b>	Textbooks only	\$85	\$15 technology fee \$15 general fee \$85 supplemental materials fee
<b>Glenbard High Schools</b>	Textbook only	\$125	Consumables, kits and lab fees
<b>Lake Park</b>	Textbook and consumables	\$295	
<b>Lyons Township</b>	Textbooks only	\$75	Consumables and kits
<b>Naperville</b>	Textbooks only	\$81	Consumables, kits and lab fees
<b>New Trier</b>	Outsourced to Follett	Students purchase all materials	
<b>Niles</b>	Textbook and consumables	\$450 first child, \$300 each addt'l child	Lab fee
<b>Stevenson</b>	Textbook and consumables	\$185	Lab fees

*\*KITS include supplies used in the classroom such as art materials. Consumables include workbooks and paperbacks.*

During the current school year, the average student at OPRFHS paid \$350 for materials purchased in the book store. Some paid as high as \$800, and others paid a smaller amount if they happened to have classes with a State Loan Book. Due to the elimination of the State textbook subsidy, if we continue the current purchase model, next year students would need to pay at least \$100 more on average for each textbook that was previously subsidized with State textbook funds. Due to the limitations of the current software system we cannot generate specific costs by student, program or graduation class.

## **Relevant Considerations**

### *Instructional Considerations*

- The committee discussed the use of materials in the classroom and the need to maintain access to high quality materials that support the work of teachers. The topic of annotation in textbooks was discussed on several occasions and alternative strategies were considered. Annotation in paperback books could continue under either model.
- The committee also discussed encouraging student access to courses that have traditionally had the highest materials costs in order to mitigate those costs as a limiting factor in enrollment.

### *Technology Considerations*

- The committee also discussed the use of technology for instructional materials and the rapid changes occurring in this arena. Providing these materials in an electronic format will allow us to stay current and to take advantage of multi-media enhancements which are not available in hardcopy materials.
- Standardization of materials will allow us to work closely with publishers and gain leverage on the purchase and adoption of electronic textbooks and other instructional materials.
- As we move further into utilizing technology in the classroom (either through 1:1 computing or student supplied technology) we will be providing electronic textbooks to load on these devices. With the district having control over the textbooks, this will be greatly simplified.
- Annotation is a skill which is highly valued. Delivering electronic materials will facilitate the annotation process.

### *Planning Considerations*

- A decision would need to be made in February 2011 in order to adequately prepare either model for the 2011-2012 school year.
- In either model, the staff will need to plan and adjust systems and procedures accordingly. Also, a communication plan is necessary to inform families of procedures and costs.
- If the District moves to a fee model, the District would need to purchase all books in the first year to be ready for the beginning of the school year. The District could run a campaign to buy back as many used books as possible.
- With the continuation of a purchase program, most families will see increased costs assuming the maintenance of the current materials selection, rotation, and distribution model.
- The fee model requires a new materials rotation schedule and materials distribution method. The Office of Curriculum and Instruction would have an increased role in budget monitoring and materials approval.

### *Cost Considerations*

- In a purchase model, the amount of outstanding monies still owed to the District is significant. These outstanding obligations pose a hardship for families and a challenge to the District's budget process.
- Introduction of a standard instructional materials fee based on average cost would mean that, compared to costs in the current school year, some students would pay a higher amount and others would pay less. The students who normally take elective course with expensive textbooks and materials would pay less than they do currently, while students who generally do not take these classes would pay more than they have paid with the State Loan funding system. A standard instructional materials fee model may create opportunities for students to take a class based on interest rather than affordability, especially given the projected increases in overall costs to families due to the elimination of the State textbook subsidy in coming years.
- The District would need to closely monitor the impact on the educational fund. If fees do not keep up with the costs for instructional materials a new cost center will be created in the Educational fund, which will negatively impact the annual amounts available for education. In that case, instructional materials would be a target during cost containment efforts to reduce deficit spending, thereby eroding the educational program over time.

### *Next Steps or Recommendations*

The committee reviewed three possible fee structures based on a five year rotation model; 1) a fee that would cover textbooks only; other supplies, consumables and kits would be purchased for an additional cost 2) a fee for text books and consumables but not kits and 3) an all-inclusive fee.

The committee recommends moving to an instructional materials fee for all students. The fee will cover the cost of books and materials over a five year cycle. This fee would be calculated annually using a formula based on averaging the cost of a five year purchase plan of materials, assuming those materials would be in continuous use for at least five years. This method would moderate any fee increases year by year and would avoid the need for a large increase in one particular school year. Students qualifying for waiver would not pay a fee (these students do not currently pay for their books under the purchase system). Students who are registered, but do not actually attend school on the OPRF premises would also be exempt.

The five year rolling fee would cover all costs to run the bookstore including salaries, benefits, supplies and operational expenditures. It would also cover all books planned for purchase in the five year period. The instructional materials fee would cover textbooks, paperback books, and other consumables and kits (i.e. supplies for Art Foundations). The fee would not include PE uniforms or calculators. **The Bookstore would continue to sell other items of interest . Additionally, the staff recommends piloting an e-commerce website which would potentially generate additional revenue . The net revenue from these sales would be used to offset the cost of instructional materials. The bookstore would continue to sell Huskie Wear on behalf of the Boosters club and this revenue would go directly to the Boosters Club and would not offset the cost of instructional materials.** Total costs, **net of projected supplemental revenue**, would be divided by the number of students expected to pay the fee in the five year time frame. A spreadsheet of a five year rolling calculation is

attached . In the 2011-2012 school year the all inclusive instructional materials fee would be **\$320.00 per student.**

#### *Instructional Considerations*

- The consistent fee for all students covering all instructional materials will encourage students to select classes based on interest rather than affordability. The model may eliminate the cost of materials as a barrier for financially disadvantaged students who want to participate in specific programs.
- The formula model will protect instructional materials from cost cutting measures and assure long term quality of program materials.
- The instructional materials fee model encourages the use of technology in the classroom and will permit just -in -time distribution of kits and consumables directly to the classroom. These two changes will enhance instructional time by insuring all students have the necessary materials in the classroom at the appropriate time.

#### *Technological Considerations*

- The model encourages creative approaches to addressing green initiatives and incorporating technology. The savings garnered from not printing can be captured and passed on to our students' families.
- Publishers have also indicated to us a willingness to customize textbooks for us. This will allow us to purchase only the materials we need and to distribute them electronically, saving the cost of printing

#### *Planning Considerations*

- The District would carefully review and select materials with the guiding principles in mind. An annual budget and fee proposal would be presented to the Board of Education for approval in January or February of each year.
- The model builds in a scheduled review of materials. Currently, we review materials on an as needed basis.

#### *Cost Considerations*

- An instructional materials fee model will be more cost effective overall than a purchase model.
- Presently, the District must collect a 10% sales tax on the sale of all textbooks, kits and consumables. The ten percent tax-- approximately \$80,000 of the current costs--would not be required with an instructional materials fee.
- There will be no need to replace the current software for a cost of \$70,000 because the District already owns a rental system software used in the Library.
- The model incorporates a cost containment approach by encouraging annual reviews, projections, averaging, and more accountability for the fee structure and budgeting.
- The rising costs of materials in the current purchase program will further exacerbate the barrier to higher priced courses and widen the access gap to rigorous courses. We believe an equitable and more affordable instructional materials fee will encourage course selection based on interest.

- An instructional materials fee provides a managed and predictable cost for families and would not fluctuate randomly by student and year.

## Proposed Timeline

Date	Activity
<b>November 2010 – January 2011</b>	Internal committee researches options and makes a recommendation to the DLT.
<b>January 2011</b>	The DLT discusses the recommendation
<b>February 2011</b>	Board of Education consideration and vote
<b>Spring 2011</b>	Instructional materials needs assessment and distribution model refined.
<b>Spring 2011</b>	Communication plan
<b>June 2011</b>	Book buy-back period
<b>July 2011</b>	Book inventory
<b>July 2011</b>	Purchase instructional materials for next school year
<b>July/August 2011</b>	Set up and preparation of instructional materials distribution
<b>August 2011</b>	Distribution of instructional materials and collection of fees
<b>Fall 2011</b>	Debrief and assessment

## Estimated Per Student Yearly Rental Costs

	<u>Year #1</u>	<u>Year #2</u>	<u>Year #3</u>	<u>Year #4</u>	<u>Year #5</u>
<b>Start-up Additional Cost**</b>	\$ 265,000.00				
Textbook*	\$ 482,664.00	\$ 186,866.00	\$ 77,517.00	\$ 213,323.00	\$ 135,660.00
Workbooks*	\$ 46,852.00	\$ 48,023.30	\$ 49,223.88	\$ 50,454.48	\$ 51,715.84
Paperbacks*	\$ 210,965.00	\$ 216,239.13	\$ 221,645.10	\$ 227,186.23	\$ 232,865.89
Kits etc.*	\$ 58,826.00	\$ 60,296.65	\$ 61,804.07	\$ 63,349.17	\$ 64,932.90
					\$ 309,208.78
					\$ 1,664,379.63
					5 yrs Wkbks/PB/Kits

\*Include 3% shipping & trending @ 2.5%

\*\*Potential additional costs of obtaining bks from yr 2- 5 for 1st yr availability

**Salaries & Benefits**  
Trending @ 5%  
\$ 232,709.40 \$ 244,344.87 \$ 256,562.11 \$ 269,390.22 \$ 282,859.73

**Operational**  
Trending @ 1.5%  
\$ 44,024.61 \$ 44,684.98 \$ 45,355.25 \$ 46,035.58 \$ 46,726.12

**Net Instructional Material Cost**  
**\$ 1,341,041.01 \$ 800,454.92 \$ 712,107.42 \$ 869,738.68 \$ 814,760.47**  
**Total 5 yr Net Cost \$ 4,538,102.50**

Net Rev. from Sale of Other Items	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Summer School Book Fee	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
E-Commerce	\$ 5,000.00	\$ 6,000.00	\$ 7,000.00	\$ 8,000.00	\$ 9,000.00
Net Other Revenue	\$ 45,000.00	\$ 46,000.00	\$ 47,000.00	\$ 48,000.00	\$ 49,000.00
<b>Net Operational Cost</b>				<b>Total 5 yr IM Costs</b>	<b>\$ 4,303,102.50</b>

Est. # of total paying students	2,675
Total Students - 5 yrs	13,375
\$4,303,103 / 13,375 =	\$ 321.73

Suggested Instructional Materials Fee = \$320.00

### Assumptions:

Purchasing all new textbooks - based on book orders from 2010-11 book/supply list  
Includes paperbacks, workbooks & kits (extra class supplies/books would be available for purchase in Bookstore)  
Does not include PE uniforms or calculators  
No \$ coming from State of Illinois for books

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

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

TO: Board of Education

FROM: Jacqui Charette-BassiriRad, Bookstore Director

DATE: March 15, 2011

RE: Proposal to Initiate E-commerce by the Bookstore

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**BACKGROUND**

In order to help reduce the cost to families of the proposed Instructional Materials Fee, additional sources of revenue were researched.

**SUMMARY OF FINDINGS**

The OPRF Bookstore, as a member of NACS (National Association of College Stores) and customer of NACSCORP, has been offered the opportunity to gain additional revenue by providing books, music, and movies through a linked website run by *Majors Educational Services*, known as *My Books and More*, and OPRF logo merchandise through *Skor*. By adding this e-commerce solution to the Bookstore's operation, it is our goal to use the additional revenue to help offset costs, and thus help contain the Instructional Materials Fee. First year revenue is estimated at \$5000.00.

Currently, 150 member stores have live sites with *My Books and More*, and or *Skor*. Sample sites are listed below.

Below is a quick summary of both programs:

- Both are offered to us as a NACSCORP customer completely free of any set-up or maintenance fees.
- Both enable us to add incremental sales to the Bookstore and/or existing web presence.
- Both include marketing tools to drive traffic into the Bookstore and from our store/school to the website.
- Both are 'turnkey' operations – once the process is initiated, NACSCORP and their partners will do the rest.
- OPRF needs only to arrange a contact at IT to facilitate the placement of a link on our current website, provide content to be used, select preferences, and promote the site as it sees fit. (Promotional tools are provided)
- OPRF will receive *monthly* reports/payments to assist in better managing the opportunities and identifying the customers making purchases.
- *My Books and More* works on a margin basis as if the product had been part of our physical inventory, but without the carrying costs and expenses.

TEL: (708) 383-0700  
FAX: (708) 434-3910

WEB: [www.oprfhs.org](http://www.oprfhs.org)

TTY/TDD: (708) 524-5500



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

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

- *My Books and More* solution is currently the ONLY provider that will have an Ereader application that meets ALL Section 504/508 requirements under the ADA (American Disabilities Act).
- *Skor* solution works on a commission basis, where a check will be issued to the Bookstore each month for 15% - 20% margin on each item sold.
- *Skor* gives the Bookstore complete control of what items are sold on the site, and *MBM* allows for customization of how content is presented. Customers can choose one of six OPRF logos to enhance their *Skor* purchase.

It is our hope by actively marketing to our numerous alumni throughout the country; we can easily fulfill the numerous requests for OPRF merchandise, enhancing the Bookstore's revenue. This online solution would in no way interfere with the Bookstore's support of the Booster Club by selling its merchandise to our walk-in customers.

Sample sites of book solution:

<https://uicmedbooks.mybooksandmore.com> -- University of Chicago Medical -- Focus on medical books, but will be able to offer complete list of trade/best sellers/reference

<https://eagletextbooks.mybooksandmore.com> -- Eagle Textbook Warehouse, Palos Hills

Sample site of emblematic apparel/merchandise solution:

<http://www.argofanshop.com/cgi-bin/store/commerce.cgi> -- University of West Florida

## **RECOMMENDATIONS**

**The Board of Education recommends authority to commence e-commerce.**

**TEL:** (708) 383-0700  
**FAX:** (708) 434-3910

**WEB:** [www.oprfhs.org](http://www.oprfhs.org)

**TTY/TDD:** (708) 524-5500

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

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

TO: Board of Education

FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer

DATE: March 15, 2011

RE: Finance Advisory Committee Update

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**BACKGROUND**

The Board of Education has requested a monthly report of activities of the FAC in order to enhance communication and transparency.

**SUMMARY OF FINDINGS**

During the month of February 2011, the following activities occurred:

- The communication sub-committee met once to discuss the educational and communication recommendations from FAC.
- The topic of professional development time for the financial information was discussed at Instructional Council. It was decided that professional development time this spring is not available.
- The District Leadership Team discussed the timeframe for the educational plan since professional development time is not available this spring. It was decided that the sub-committee should re-think the model.
- Kay Foran and Cheryl Witham created the education plan outline and document in draft format for review by the sub-committee.
- The next meeting of the Finance Advisory Committee is scheduled for March 15<sup>th</sup>.

**RECOMMENDATIONS**

None at this time.

**TEL:** (708) 383-0700  
**FAX:** (708) 434-3910

**WEB:** [www.oprfhs.org](http://www.oprfhs.org)

**TTY/TDD:** (708) 524-5500

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

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

TO: Board of Education

FROM: Cheryl L. Witham

DATE: March 15, 2011

RE: Authorization to Commence 2011 Audit

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**BACKGROUND**

At this time each year the Board of Education authorizes the Chief Financial Officer to commence the annual audit. Crowe-Horwath provided the district's audit services for fiscal year ending June 30, 2011. This is the third year of a three year contract.

**SUMMARY OF FINDINGS**

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

To authorize the Chief Financial Officer to commence with the annual audit for fiscal year ending June 30, 2011 at the March 24<sup>th</sup> meeting.

# *OAK PARK AND RIVER FOREST HIGH SCHOOL*

*201 NORTH SCOVILLE AVENUE • OAK PARK, IL 60302-2296*

Date: March 15, 2011  
To: Finance Committee Members  
From: Dr. Steven T. Isoye, Superintendent  
Subj: Board of Education Budget

## **Background**

Attached is a copy of the Board of Education's budget for the 2010-11 school year which was discussed at the Retreat on February 26, 2011. This is a starting point for the discussion of the Board of Education's budget for the 2011-12 school year.

## **Recommendation**

For discussion purposes.

# BOARD OF EDUCATION BUDGET FISCAL YEAR 2010 - 2011

	Details	Sub-total	
Audit fees	* \$ 41,000.00	✓	
Legal Fees	\$ 100,000.00	** ✓	
Board Member Conference and Travel	\$ 3,000.00	✓	
Misc Contract Services			
→ Baldrige	\$ 22,500.00		
BOE special projects	\$ <del>35,000.00</del> * 12,000		
Superintendent Mentor	\$ 10,000.00		
	\$ 67,500.00	44,500 ✓	
Supplies	\$ 1,500.00	✓	
Periodicals	\$ 1,000.00	✓	
Food			
Holiday Tea	\$ 2,750.00		
BOE Meetings	\$ 1,800.00		
→ Baldrige	\$ 2,000.00		
Finance Advisory Committee	\$ 1,000.00		
Committee Meetings	\$ 3,600.00		
BOE Retreat	\$ 1,000.00	\$ 12,150.00 ✓	
Dues and Fees			
Rotarty Club	\$ 1,050.00		
Ed RED	\$ 8,575.00		
→ Triton	\$ 600.00		
→ Chamber of Commerce	\$ 630.00	*Moved from the Human Resources budget ✓	
→ Community Foundation	\$ 100.00	*Moved from the Superintendent Budget. ✓	
→ College Board	\$ 325.00		
→ IAASB	\$ 8,755.00	\$ 20,035.00 ✓	
		\$ 246,185.00	
DVR	\$ 38,000.00	*MOVED THIS ITEM TO VOCATIONAL PROGRAM CODE.	

\* New items based on boardmember request.

\*\* Legal bills for specific cases are recorded in the TORT fund.

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

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

TO: Board of Education

FROM: Cheryl Witham

DATE: March 15, 2011

RE: Financial Reports

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**BACKGROUND**

It is a requirement that the Board of Education accepts and approves the monthly Financial Reports.

**SUMMARY OF FINDINGS**

Attached are the Financial Reports for February, 2011.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

The February, 2011 Financial Reports, will be presented to the Board of Education for approval at the March 24<sup>th</sup>, Board of Education meeting.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**February 2011**

**Education Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	47,315,686	28,772,147	60.8%	43,378,031	21,030,870	48.5%
Other Local Sources	3,617,642	1,934,881	53.5%	2,036,844	2,229,447	109.5%
State Sources	2,834,759	1,800,610	63.5%	1,535,232	2,037,608	132.7% 1
Federal Sources	2,607,278	1,860,135	71.3%	1,199,587	572,500	47.7%
	<u>56,375,365</u>	<u>34,367,773</u>	<u>61.0%</u>	<u>48,149,694</u>	<u>25,870,425</u>	<u>53.7%</u>
<i>Expenditures</i>						
General Instruction	19,919,270	10,267,706	51.5%	21,480,792	11,055,856	51.5%
Special Education	5,555,934	2,857,875	51.4%	5,109,106	2,638,699	51.6%
Adult Education	20,282	6,000	29.6%	20,539	-	0.0%
Vocational Programs	335,859	211,425	63.0%	378,059	233,913	61.9%
Interscholastic Programs	1,963,819	1,115,440	56.8%	2,189,182	1,179,428	53.9%
Summer School	287,451	165,303	57.5%	313,566	155,965	49.7%
Drivers Education	757,147	389,529	51.4%	765,563	390,536	51.0%
Other Instructional	2,801,472	1,499,524	53.5%	3,006,379	1,172,750	39.0% 2
Support Svcs. - Pupil	6,607,062	3,605,871	54.6%	6,754,759	3,532,792	52.3%
Support Svcs. - Admin.	4,625,192	2,781,601	60.1%	4,663,602	2,717,033	58.3%
	<u>42,873,488</u>	<u>22,900,274</u>	<u>53.4%</u>	<u>44,681,547</u>	<u>23,076,972</u>	<u>51.6%</u>
<i>Other Sources/(Uses)</i>						
Transfers fr. Other Funds	1,139,202	1,000,000	87.8%	-	-	N/A
Transfers to Other Funds	(1,000,000)	(1,000,000)	100.0%	-	-	N/A
	<u>139,202</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	
Change in Fund Balance	13,641,079	11,467,499		3,468,147	2,793,453	
Beginning Balance	<u>52,572,102</u>	<u>52,572,102</u>		<u>66,213,181</u>	<u>66,213,181</u>	
Ending Balance	<u>66,213,181</u>	<u>64,039,601</u>		<u>69,681,328</u>	<u>69,006,634</u>	

1. State aid budget was significantly reduced for fiscal 2011 due to uncertainty of the state actually paying Districts.  
The majority of the actual collections relates to the prior year grants and claims that the state was late in paying to Districts.

2. District started the EAC program this school year and has reduced special education off campus placements and thus lowered the amount it pays for tuition.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**February 2011**

**Bookstore Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Other Local Sources	812,920	655,561	80.6%	850,003	734,799	86.4%
	812,920	655,561	80.6%	850,003	734,799	86.4%
<i>Expenditures</i>						
Support Svcs. - Other	809,034	730,953	90.3%	850,003	779,715	91.7%
	809,034	730,953	90.3%	850,003	779,715	91.7%
Change in Fund Balance	3,886	(75,392)		-	(44,916)	
Beginning Balance	695,840	695,840		699,726	699,726	
Ending Balance	699,726	620,448		699,726	654,810	

**Cafeteria Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Other Local Sources	2,030,684	1,249,367	61.5%	2,021,070	1,196,001	59.2%
State Sources	7,644	7,408	96.9%	13,987	6,141	43.9%
Federal Sources	193,456	100,377	51.9%	185,828	119,446	64.3%
	2,231,784	1,357,152	60.8%	2,220,885	1,321,588	59.5%
<i>Expenditures</i>						
Support Svcs. - Admin.	2,168,698	1,243,259	57.3%	2,219,788	1,267,895	57.1%
	2,168,698	1,243,259	57.3%	2,219,788	1,267,895	57.1%
Change in Fund Balance	63,086	113,893		1,097	53,693	
Beginning Balance	274,282	274,282		337,368	337,368	
Ending Balance	337,368	388,175		338,465	391,061	



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**February 2011**

**Operations and Maintenance Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	6,136,075	3,546,454	57.8%	5,990,710	2,879,692	48.1%
Other Local Sources	2,297,496	1,834,231	79.8%	962,216	1,009,171	104.9%
	<u>8,433,571</u>	<u>5,380,685</u>	63.8%	<u>6,952,926</u>	<u>3,888,863</u>	55.9%
<i>Expenditures</i>						
Support Svcs. - Admin.	8,823,475	4,245,251	48.1%	5,368,583	3,010,924	56.1%
	<u>8,823,475</u>	<u>4,245,251</u>	48.1%	<u>5,368,583</u>	<u>3,010,924</u>	56.1%
<i>Other Sources/(Uses)</i>						
Transfers	1,035,354	1,000,000	96.6%	26,210	-	0.0%
Transfers	-	-	N/A	(1,610,000)	(1,610,000)	100.0%
	<u>1,035,354</u>	<u>1,000,000</u>	96.6%	<u>(1,583,790)</u>	<u>(1,610,000)</u>	101.7%
Change in Fund Balance	645,450	2,135,434		553	(732,061)	
Beginning Balance	<u>9,044,358</u>	<u>9,044,358</u>		<u>9,689,808</u>	<u>9,689,808</u>	
Ending Balance	<u>9,689,808</u>	<u>11,179,792</u>		<u>9,690,361</u>	<u>8,957,747</u>	

1. Prior year numbers include the Restricted Building fund. This fund was closed in the current year and the District is now using the Capital Projects fund.

2. Transfer to Capital Projects fund per the budget.

**Life Safety Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	1,883,021	885,667	47.0%	2,090,611	1,102,862	52.8%
Other Local Sources	3,697	513	13.9%	301,670	72	0.0%
	<u>1,886,718</u>	<u>886,180</u>	47.0%	<u>2,392,281</u>	<u>1,102,934</u>	46.1%
<i>Expenditures</i>						
Support Svcs. - Business	1,474,581	904,409	61.3%	1,701,822	1,641,980	96.5%
	<u>1,474,581</u>	<u>904,409</u>	61.3%	<u>1,701,822</u>	<u>1,641,980</u>	96.5%
<i>Other Sources/(Uses)</i>						
Transfers	(618,263)	(618,263)	100.0%	(614,263)	-	0.0%
	<u>(618,263)</u>	<u>(618,263)</u>		<u>(614,263)</u>	<u>-</u>	
Change in Fund Balance	(206,126)	(636,492)		76,196	(539,046)	
Beginning Balance	<u>355,137</u>	<u>355,137</u>		<u>149,011</u>	<u>149,011</u>	
Ending Balance	<u>149,011</u>	<u>(281,355)</u>		<u>225,207</u>	<u>(390,035)</u>	

1. Life Safety levy was increased for the 2009 levy compared to the 2008 levy and therefore the increase in collections in the current year.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**February 2011**

**Bond and Interest Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	3,052,500	1,867,265	61.2%	2,868,619	1,419,647	49.5%
Other Local Sources	35,354	25,863	73.2%	26,210	3,772	14.4%
	<u>3,087,854</u>	<u>1,893,128</u>	61.3%	<u>2,894,829</u>	<u>1,423,419</u>	49.2%
<i>Expenditures</i>						
Debt Service	4,787,112	4,434,381	92.6%	3,500,790	3,142,653	89.8%
	<u>4,787,112</u>	<u>4,434,381</u>	92.6%	<u>3,500,790</u>	<u>3,142,653</u>	89.8%
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	10,810,000	10,810,000	100.0%	-	-	N/A
Premium on Bonds Sold	801,095	801,095	100.0%	-	-	N/A
Payment to Escrow	(11,468,408)	(11,468,408)	100.0%	-	-	N/A
Transfers	618,263	618,263	100.0%	614,263	-	0.0%
Transfers	(35,354)	-	0.0%	(26,210)	-	0.0%
	<u>725,596</u>	<u>760,950</u>	104.9%	<u>588,053</u>	<u>-</u>	0.0%
Change in Fund Balance	(973,662)	(1,780,303)		(17,908)	(1,719,234)	
Beginning Balance	2,468,889	2,468,889		1,495,227	1,495,227	
Ending Balance	<u>1,495,227</u>	<u>688,586</u>		<u>1,477,319</u>	<u>(224,007)</u>	

**Transportation Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	938,197	557,959	59.5%	842,131	421,125	50.0%
Other Local Sources	45,423	32,025	70.5%	22,016	8,613	39.1%
State Sources	850,067	593,289	69.8%	645,379	425,846	66.0%
	<u>1,833,687</u>	<u>1,183,273</u>	64.5%	<u>1,509,526</u>	<u>855,584</u>	56.7%
<i>Expenditures</i>						
Support Svcs. - Business	1,417,211	768,403	54.2%	1,375,537	673,803	49.0%
	<u>1,417,211</u>	<u>768,403</u>	54.2%	<u>1,375,537</u>	<u>673,803</u>	49.0%
<i>Other Sources/(Uses)</i>						
Other source	31,000	-	0.0%	-	-	N/A
	<u>31,000</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Change in Fund Balance	447,476	414,870		133,989	181,781	
Beginning Balance	2,114,846	2,114,846		2,562,322	2,562,322	
Ending Balance	<u>2,562,322</u>	<u>2,529,716</u>		<u>2,696,311</u>	<u>2,744,103</u>	

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**February 2011**

**Illinois Municipal Retirement/Social Security Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Original</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>February 28</b>	<b>%</b>	<b>Budget</b>	<b>February 28</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Property Taxes	2,362,524	1,384,654	58.6%	2,314,608	1,087,811	47.0%
Other Local Sources	106,550	19,211	18.0%	79,730	6,460	8.1%
	<u>2,469,074</u>	<u>1,403,865</u>	<u>56.9%</u>	<u>2,394,338</u>	<u>1,094,271</u>	<u>45.7%</u>
<i>Expenditures</i>						
General Instruction	336,245	174,671	51.9%	414,745	205,715	49.6%
Special Education	190,309	93,970	49.4%	224,800	104,061	46.3%
Vocational Programs	26,406	15,722	59.5%	25,273	11,689	46.3%
Interscholastic Programs	109,477	61,639	56.3%	121,161	65,767	54.3%
Summer School	9,143	5,421	59.3%	9,844	5,538	56.3%
Drivers Education	5,560	2,917	52.5%	9,239	3,459	37.4%
Other Instructional	1,241	634	51.1%	1,232	630	51.1%
Support Srvs. - Pupil	336,130	176,968	52.6%	393,359	198,629	50.5%
Support Srvs. - Admin.	824,926	511,204	62.0%	898,271	531,511	59.2%
	<u>1,839,437</u>	<u>1,043,146</u>	<u>56.7%</u>	<u>2,097,924</u>	<u>1,126,999</u>	<u>53.7%</u>
Change in Fund Balance	629,637	360,719		296,414	(32,728)	
Beginning Balance	<u>1,323,641</u>	<u>1,323,641</u>		<u>1,953,278</u>	<u>1,953,278</u>	
Ending Balance	<u>1,953,278</u>	<u>1,684,360</u>		<u>2,249,692</u>	<u>1,920,550</u>	

**Capital Projects Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Original</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>February 28</b>	<b>%</b>	<b>Budget</b>	<b>February 28</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Other Local Sources	-	-	N/A	300,000	613	0.2%
	<u>-</u>	<u>-</u>	<u>N/A</u>	<u>300,000</u>	<u>613</u>	<u>0.2%</u>
<i>Expenditures</i>						
Support Srvs. - Business	-	-	N/A	1,910,000	1,430,248	74.9%
	<u>-</u>	<u>-</u>	<u>N/A</u>	<u>1,910,000</u>	<u>1,430,248</u>	<u>74.9%</u>
<i>Other Sources/(Uses)</i>						
Transfers	-	-	N/A	1,610,000	1,610,000	100.0% 1
	<u>-</u>	<u>-</u>		<u>1,610,000</u>	<u>1,610,000</u>	
Change in Fund Balance	-	-		-	180,365	
Beginning Balance	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Ending Balance	<u>-</u>	<u>-</u>		<u>-</u>	<u>180,365</u>	

1. Transfer from O&M fund to establish the Capital Projects fund per the budget.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**February 2011**

**Working Cash Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	1,091,083	665,416	61.0%	1,045,305	556,089	53.2%
Other Local Sources	129,470	91,756	70.9%	69,485	25,527	36.7%
	<u>1,220,553</u>	<u>757,172</u>	<u>62.0%</u>	<u>1,114,790</u>	<u>581,616</u>	<u>52.2%</u>
<i>Expenditures</i>						
Transfers	-	-	N/A	-	-	N/A
	<u>-</u>	<u>-</u>	<u>N/A</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	1,000,000	1,000,000	100.0%	-	-	N/A
Transfers	(1,000,000)	(1,000,000)	100.0%	-	-	N/A
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Change in Fund Balance	1,220,553	757,172		1,114,790	581,616	
Beginning Balance	<u>5,300,950</u>	<u>5,300,950</u>		<u>6,521,503</u>	<u>6,521,503</u>	
Ending Balance	<u>6,521,503</u>	<u>6,058,122</u>		<u>7,636,293</u>	<u>7,103,119</u>	

**Tort Immunity Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	1,263,583	760,625	60.2%	1,104,552	552,907	50.1%
Other Local Sources	38,162	24,726	64.8%	20,076	6,994	34.8%
	<u>1,301,745</u>	<u>785,351</u>	<u>60.3%</u>	<u>1,124,628</u>	<u>559,901</u>	<u>49.8%</u>
<i>Expenditures</i>						
Support Svcs. - Admin.	869,427	768,658	88.4%	1,121,112	754,192	67.3%
	<u>869,427</u>	<u>768,658</u>	<u>88.4%</u>	<u>1,121,112</u>	<u>754,192</u>	<u>67.3%</u>
Change in Fund Balance	432,318	16,693		3,516	(194,291)	
Beginning Balance	<u>1,917,776</u>	<u>1,917,776</u>		<u>2,350,094</u>	<u>2,350,094</u>	
Ending Balance	<u>2,350,094</u>	<u>1,934,469</u>		<u>2,353,610</u>	<u>2,155,803</u>	

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**February 2011**

**Dental Self Insurance Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Insurance Premiums	409,548	231,168	56.4%	452,853	235,138	51.9%
Other Local Sources	3,680	2,606	70.8%	2,000	591	29.6%
	<u>413,228</u>	<u>233,774</u>	56.6%	<u>454,853</u>	<u>235,729</u>	51.8%
<i>Expenditures</i>						
Staff Services	<u>407,364</u>	<u>221,604</u>	54.4%	<u>452,853</u>	<u>241,477</u>	53.3%
Change in Fund Balance	5,864	12,170		2,000	(5,748)	
Beginning Balance	<u>143,399</u>	<u>143,399</u>		<u>149,263</u>	<u>149,263</u>	
Ending Balance	<u>149,263</u>	<u>155,569</u>		<u>151,263</u>	<u>143,515</u>	

**Medical Self Insurance Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Insurance Premiums	4,732,751	3,015,643	63.7%	5,577,698	3,790,773	68.0%
Other Local Sources	52,274	36,774	70.3%	20,000	11,009	55.0%
	<u>4,785,025</u>	<u>3,052,417</u>	63.8%	<u>5,597,698</u>	<u>3,801,782</u>	67.9%
<i>Expenditures</i>						
Staff Services	<u>4,541,907</u>	<u>2,066,023</u>	45.5%	<u>5,577,698</u>	<u>2,823,309</u>	50.6%
Change in Fund Balance	243,118	986,394		20,000	978,473	
Beginning Balance	<u>1,594,968</u>	<u>1,594,968</u>		<u>1,838,086</u>	<u>1,838,086</u>	
Ending Balance	<u>1,838,086</u>	<u>2,581,362</u>		<u>1,858,086</u>	<u>2,816,559</u>	

**Self-Insurance Workers' Comp Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Insurance Premiums	-	-	N/A	-	-	N/A
Other Local Sources	-	-	N/A	-	-	N/A
Transfers	-	-	N/A	-	-	N/A
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
<i>Expenditures</i>						
Staff Services	<u>-</u>	<u>-</u>	N/A	<u>-</u>	<u>-</u>	N/A
Change in Fund Balance	-	-		-	-	
Beginning Balance	<u>15,857</u>	<u>15,857</u>		<u>15,857</u>	<u>15,857</u>	
Ending Balance	<u>15,857</u>	<u>15,857</u>		<u>15,857</u>	<u>15,857</u>	

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

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

TO: Board of Education

FROM: Cheryl Witham

DATE: March 15, 2011

RE: Treasurer's Reports

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**BACKGROUND**

It is a requirement that the Board of Education accepts and approves the monthly Treasurer's Reports.

**SUMMARY OF FINDINGS**

Attached is the Treasurer Report for February, 2011.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

The February 2011 Treasurer's Report will be presented to the Board of Education for approval at the March 24<sup>th</sup>, Board of Education meeting

Oak Park & River Forest High School District 200  
Treasurers Report  
March 31, 2011

<u>Funds</u>	<u>Opening Cash Balance 03/01/11</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Adjustments to Cash (JE's)</u>	<u>Ending Cash Balance 03/31/11</u>	<u>% of Total</u>
10 Education	67,325,253.09	1,296,011.81	(2,765,948.66)	(443,740.07)	65,411,576.17	71.38%
14 Food Service	359,845.97	136,696.71	(238,635.07)	(21,137.42)	236,770.19	0.26%
15 Book Store	297,854.97	33,731.73	(26,354.12)	(2,386.29)	302,846.29	0.33%
<b>Total - Education Fund</b>	<b>67,982,954.03</b>	<b>1,466,440.25</b>	<b>(3,030,937.85)</b>	<b>(467,263.78)</b>	<b>65,951,192.65</b>	<b>71.97%</b>
20 Operations, Building & Maintenance	8,727,178.98	179,142.37	(309,998.57)	(52,536.28)	8,543,786.50	9.32%
30 Bond & Interest Fund	(241,269.91)	65,161.21	-	-	(176,108.70)	-0.19%
40 Transportation Fund	2,313,709.33	20,898.95	(27,999.70)	(60.00)	2,306,548.58	2.52%
50 IMRF & SS Fund	1,908,812.66	56,080.63	(157,912.24)	25.00	1,807,006.05	1.97%
60 Site & Construction	180,364.89	86.31	-	-	180,451.20	0.20%
70 Working Cash	7,095,978.78	31,912.28	-	-	7,127,891.06	7.78%
80 Tort Immunity	2,148,773.96	26,900.28	(39,957.06)	-	2,135,717.18	2.33%
81 Dental Self Insurance	168,647.07	80.71	(37,068.13)	40,123.71	171,783.36	0.19%
82 Medical Self Insurance	3,149,850.35	1,507.37	(429,680.41)	479,206.13	3,200,883.44	3.49%
83 Workers' Comp Self Insurance	15,857.04	-	-	-	15,857.04	0.02%
84 Harris - PMA	476,524.40	128,373.32	(26,319.04)	505.22	579,083.90	0.63%
84 Community Bank	185,195.95	56,977.43	(105,371.15)	-	136,802.23	0.15%
<b>Total - Activity Funds</b>	<b>661,720.35</b>	<b>185,350.75</b>	<b>(131,690.19)</b>	<b>505.22</b>	<b>715,886.13</b>	<b>0.78%</b>
90 Fire Prevention & Safety	(404,315.22)	58,816.29	-	-	(345,498.93)	-0.38%
<b>Total - All Funds</b>	<b>\$ 93,708,262.31</b>	<b>\$ 2,092,377.40</b>	<b>\$ (4,165,244.15)</b>	<b>\$ 0.00</b>	<b>\$ 91,635,395.56</b>	<b>100.00%</b>

**Summary of adjustments to cash:**

Reclassification of food service chargebacks.  
Reclassification of bookstore chargebacks.  
Reclassification of expenditures  
PPO/Pharmacy reclassification.

Oak Park & River Forest High School District 200  
Cash and Investments  
March 31, 2011

	<u>Account Balance</u>	<u>Treasurer's Control</u>	<u>% of Total</u>
<b>Harris Bank Comingled Account (treas ofc.)</b>			
Statement CTTO	126,015.94		
Less: Outstanding Checks	-		
Plus: Deposits in Transit	-		
Adjusted	<u>126,015.94</u>	126,015.94	0.13%
<b>Harris ISDLAF Account (Liquid &amp; Max)</b>			
Statement Balance	93,696,427.79		
Less: Outstanding Checks	(441,987.64)		
Plus: Deposits in Transit	79,691.12		
Adjusted	<u>93,334,131.27</u>		99.60%
<b>Community Bank Student Activity Account</b>			
Statement Balance	218,889.25		
Less: Outstanding Checks	(34,656.07)		
Plus: Deposits in Transit	962.77		
Adjusted	<u>185,195.95</u>		0.20%
<b>Community Bank Imprest Account</b>			
Statement Balance	15,804.15		
Less: Outstanding Checks	(285.00)		
Plus: Deposits in Transit	-		
Adjusted	<u>15,519.15</u>		0.02%
<b>Petty Cash</b>	<u>7,400.00</u>		0.01%
<b>Workers Compensation Escrow</b>	<u>40,000.00</u>		0.04%
<b>Total Cash and Investments</b>	<b>\$ 93,708,262.31</b>	<b>\$ 126,015.94</b>	<b>100.00%</b>

Note: Petty cash number includes \$2,000 that is in the Athletic Imprest account maintained by the Athletic Department.



Oak Park & River Forest High School District 200  
Schedule of Investments  
March 31, 2011

By Financial Institution	Average Interest Rate *	Investment Value 03/31/11	% of Total	Prior Month % of Total
Harris ISDLAF - Liquid MM	0.00%	-	0.00%	1.41%
Harris ISDLAF - Max MM	0.00%	-	0.00%	0.63%
Harris ISDLAF - SDA	0.00%	-	0.00%	2.88%
Harris ISDLAF - CD's	0.00%	93,696,427.79	99.87%	67.83%
Harris ISDLAF - Gov't Securities	0.00%	-	0.00%	2.70%
Harris ISDLAF - Term Series	0.00%	-	0.00%	24.41%
Harris - CTTO MM	*	126,015.94	0.13%	0.13%
<b>Total All Investments by Institution</b>		<b>93,822,443.73</b>	<b>100.00%</b>	<b>100.00%</b>

By Investment Type	Average Interest Rate *	Investment Value 03/31/11	% of Total	Prior Month % of Total
CD's	0.00%	93,696,427.79	99.87%	67.83%
Government Securities	0.00%	-	0.00%	2.70%
Term Series	0.00%	-	0.00%	24.41%
Money Market	0.00%	126,015.94	0.13%	5.06%
<b>Total All Investments by Type</b>		<b>93,822,443.73</b>	<b>100.00%</b>	<b>100.00%</b>

By Maturity Age	Average Interest Rate *	Investment Value 03/31/11	% of Total	Prior Month % of Total
1 month	0.00%	-	0.00%	4.69%
2 months	0.00%	-	0.00%	3.94%
3 months	0.00%	-	0.00%	5.32%
4-6 months	0.00%	-	0.00%	40.34%
7-9 months	0.00%	-	0.00%	22.03%
10-12 months	0.00%	-	0.00%	2.49%
1 year +	0.00%	-	0.00%	16.12%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.00%	126,015.94	100.00%	5.06%
<b>Total Investments</b>		<b>126,015.94</b>	<b>100.00%</b>	<b>100.00%</b>

\* The rate of interest is not known for funds invested with the Trustee of the former CTTO.

Comparative Interest Rate Information (as of March 7)

Fixed Income Type of Security	60 Days	90 Days	120 Days	180 Days	270 Days	1 Year	18 Months	2 Year
CD's	0.00% - 0.10%	0.00% - 0.15%	0.00% - 0.15%	0.10% - 0.20%	0.17% - 0.30%	0.35% - 0.55%	0.30% - 0.75%	0.46% - 0.95%
Government Agency	N/A	N/A	N/A	0.02%	0.02%	0.14%	0.36%	0.61%
Government Treasury	N/A	N/A	N/A	N/A	0.05%	0.13%	0.29%	0.53%
<b>Liquid Asset Funds</b>	<b>7 Day Effective</b>							
Liquid Class	0.02%							
Max Class	0.10%							