

**BOARD OF EDUCATION MEETING  
201 North Scoville Avenue, Room 213, Oak Park, Illinois 60302  
Thursday, January 27, 2011 – 7:00 p.m.  
Meeting Agenda**

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<b>7:00 p.m.</b>	<b>I.</b>	<b>Call to Order, Pledge of Allegiance, and Roll Call</b>	<b>John C. Allen, IV</b>
<b>7:05 p.m.</b>	<b>II.</b>	<b>Changes to the Agenda</b>	<b>John C. Allen, IV</b>
<b>7:10 p.m.</b>	<b>III.</b>	<b>Introductions</b>	<b>John C. Allen, IV</b>
	A.	Introduction of Visitors	
<b>7:15 p.m.</b>	<b>IV.</b>	<b>Board of Education Members</b>	<b>John C. Allen, IV</b>
	A.	Status of FOIA Requests	
	B.	Board of Education Comments	
<b>7:30 p.m.</b>	<b>V.</b>	<b>Public Comment</b>	<b>John C. Allen, IV</b>
<b>7:45 p.m.</b>	<b>VI.</b>	<b>School Reports and Student Life</b>	<b>John C. Allen, IV</b>
	A.	Student Council Report	Katrina Vogel
	B.	Principal's Report	Nathaniel L. Rouse
	C.	Student Discipline	Nathaniel L. Rouse      Action
<b>8:00 p.m.</b>	<b>VII.</b>	<b>District, Community and State Reports</b>	<b>John C. Allen, IV</b>
	A.	Internal District Committees/Liaison Representative Reports	
		Citizens' Council	Co-Chairs, Terry Finnegan
		PTO	Amy McCormack
		Huskies Boosters' Club	Amy McCormack
		Alumni Association	Amy McCormack
		Tradition of Excellence	Sharon Patchak-Layman
		Concert Tour Association	Sharon Patchak-Layman
		APPLE	Dr. Ralph H. Lee
		Faculty Senate Executive Committee	James Paul Hunter
	B.	External Liaison Reports	Board Members
	C.	Superintendent's Report	Dr. Steven T. Isoye
<b>8:15 p.m.</b>	<b>VIII.</b>	<b>Consent Items</b>	<b>John C. Allen, IV</b>
	A.	Approval of the Check Disbursements and Financial Resolutions dated January 27, 2011	Action
	B.	Approval of the Treasurer's Report for December 2010	Action
	C.	Approval of Monthly Financials for December 2010	Action
	D.	Authorization to Prepare Amended FY 2011 Budget	Action
	E.	Authorization to Prepare FY 2012 Tentative Budget	Action
	F.	Approval of CDARS Deposit Placement Agreement	Action
	G.	Approval of Comcast Contract	Action
	H.	Approval of Food Service Bid for Commodities	Action
	I.	Approval of Konica Agreement	Action
<b>8:25 p.m.</b>	<b>IX.</b>	<b>Policy</b>	<b>Sharon Patchak Layman/ Dr. Dietra D. Millard/Dr. Steven T. Isoye</b>
	A.	Amendment of Policy 4113, Certified Personnel–Certification	Action
	B.	Approval of Policy 4122, Substitute Teachers, for First Reading	Action
	C.	Approval of Policy 4015, Equal Employment and Minority Recruitment for First Reading	Action

<b>8:35 p.m.</b>	<b>X.</b>	<b>Finance</b>	<b>John C. Allen/Amy McCormack/Cheryl L. Witham</b>
	A.	Gifts and Donations	Action
	B.	Approval of Architectural Services	Action
	C.	Approval of School Energy Efficiency Project Grant	Action
	D.	Approval of 2011 Summer School Stipends, Tuition, and Dates	Action
	E.	Approval of ALT Structure	Action
<b>8:50 p.m.</b>	<b>XI.</b>	<b>Human Resources</b>	<b>John C. Allen/Amy McCormack/Lauren M. Smith</b>
	A.	Personnel Recommendations	Action
<b>9:00 p.m.</b>	<b>XII.</b>	<b>Instruction</b>	<b>Terry Finnegan/Dr. Ralph H. Lee/Philip M. Prale</b>
	A.	Ratification and Adoption of Written Assurance of Provisions	Action
<b>9:10 p.m.</b>	<b>XIII.</b>	<b>Negotiations</b>	<b>John C. Allen, IV/Amy McCormack</b>
	A.	Approval of B&G Letters of Agreement	Action
<b>9:15 p.m.</b>	<b>XIV.</b>	<b>Other</b>	<b>John C. Allen, IV</b>
	A.	Approval of Open Minutes and Closed Session Minutes of December 16, 2010, January 5, 18, and 20, 2011 and a Declaration that the Audiotapes of the closed sessions in April 2009 be destroyed	Action
	B.	Approval of School Calendar 2011-12	Action
	C.	Approval of Indicators of Measure in Appendix B of the Superintendent's Contract dated April 15, 2011 and amended September 23, 2010	Action
	D.	Non-agenda Items	Information
<b>9:30 p.m.</b>	<b>XV.</b>	<b>Closed Session</b>	<b>John C. Allen, IV</b>
		_____move to enter closed session for the purpose of discussing ____litigation, ____student discipline, ____collective bargaining and/or negotiations, and ____ the appointment, employment and/or dismissal of personnel.	
<b>TBD</b>	<b>XVI.</b>	<b>Adjournment</b>	<b>John C. Allen, IV</b>
		_____moved to adjourn at _____; seconded by_____. Roll call vote.	

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**Next Regular Board of Education Meeting**  
**Thursday, February 24, 2011—7:00 p.m.**  
**Board Room, Room 213**

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

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

TO: Board of Education

FROM: Cheryl L. Witham

DATE: January 27, 2011

RE: Approval of Check Disbursements and Financial Resolutions

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**BACKGROUND**

It is a requirement that the Board of Education accepts and approves the check disbursements.

**SUMMARY OF FINDINGS**

Attached are the check disbursement lists for January 27, 2011.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the January 27, 2011 check disbursement listing as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. A.

RESOLUTION RATIFYING AND CONFIRMING  
EXECUTION OF CERTAIN VOUCHERS  
AND PAYMENT OF CERTAIN BILLS AND EXPENSES

Be it resolved by the Board of Education of the Oak Park and River Forest High School, District Number 200,  
Cook County, Illinois, as follows:

SECTION 1: That this Board of Education does hereby ratify and confirm the execution of the  
vouchers for this date of January 27, 2011 by the President and Secretary of this  
Board of Education, copies of which are attached hereto.

SECTION 2: That this Board of Education does hereby ratify and confirm that the payment of the  
bills and expenses were covered by the vouchers attached hereto.

SECTION 3: This resolution shall be in full force and effect upon its adoption.

ADOPTED this 27<sup>th</sup> day of January, 2011

\_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
Secretary of the Board of Education



RESOLUTION RATIFYING AND CONFIRMING  
EXECUTION OF CERTAIN VOUCHERS  
AND PAYMENT OF CERTAIN BILLS AND EXPENSES

Be it resolved by the Board of Education of the Oak Park and River Forest High School, District Number 200,  
Cook County, Illinois, as follows:

SECTION 1: That this Board of Education does hereby ratify and confirm the execution of the  
vouchers from the Imprest Account for January 27, 2011 by the President and  
Secretary of this Board of Education, copies of which are attached hereto.

SECTION 2: That this Board of Education does hereby ratify and confirm that the payment of the  
bills and expenses were covered by the vouchers attached hereto.

SECTION 3: This resolution shall be in full force and effect upon its adoption.

ADOPTED this January 27, 2011

\_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
Secretary of the Board of Education

RESOLUTION RATIFYING AND CONFIRMING  
EXECUTION OF CERTAIN VOUCHERS  
AND PAYMENT OF CERTAIN BILLS AND EXPENSES

Be it resolved by the Board of Education of the Oak Park and River Forest High School, District Number 200,  
Cook County, Illinois, as follows:

SECTION 1: That this Board of Education does hereby ratify and confirm the execution of the vouchers from the Student Activity Accounts for January 27, 2011 by the President and Secretary of this Board of Education, copies of which are attached hereto.

SECTION 2: That this Board of Education does hereby ratify and confirm that the payment of the bills and expenses were covered by the vouchers attached hereto.

SECTION 3: This resolution shall be in full force and effect upon its adoption.

ADOPTED this January 27, 2011

\_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
Secretary of the Board of Education

**RESOLUTION AUTHORIZING EXECUTION OF CERTAIN VOUCHERS  
FOR THE MONTH OF JANUARY, 2011**

Be it resolved by the Board of Education of the Oak Park and River Forest High School, District Number 200, Cook County, Illinois as follows:

Section 1: That this Board of Education has approved and does hereby approve the voucher used by its School Treasurer, all pursuant to the powers granted under the Illinois School Code.

Section 2: That the President and Secretary of this Board of Education be and are hereby authorized to execute and sign on behalf of this Board of Education vouchers with all required information for the following expenditures during the Month of FEBRUARY, 2011:

- a) Payroll for the employees of this District not to exceed \$4,500,000 for said month.
- b) Contractual fringe benefits for the employees of this District not to exceed \$700,000 for said month.

Provided however, that all such vouchers to be signed by the President and Secretary of the Board of Education shall be approved as accurate and due and owing by the Chief Financial Officer (or other designated officer) prior to the signing of such vouchers.

Further provided, however, that all such vouchers shall contain information as required by law in order that the School Treasurer can make the appropriate disbursements and entries into the records.

Section 3: This resolution shall be in full force and effect upon its adoption.

ADOPTED this 27<sup>TH</sup> day of January, 2011

\_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
Secretary of the Board of Education

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
151514	01/21/2011	ACCESS CREDIT UNION	Payroll accrual	50.00
151515	01/21/2011	AMERIPRISE FINANCIAL SERVICES	Payroll accrual	145.66
151515	01/21/2011	AMERIPRISE FINANCIAL SERVICES	Payroll accrual	85.56
151515	01/21/2011	AMERIPRISE FINANCIAL SERVICES	Payroll accrual	60.00
151516	01/21/2011	CHEREDNYK, OLEH	Payroll accrual	77.16
151517	01/21/2011	CLERK OF COURT,	Payroll accrual	164.25
151518	01/21/2011	CONNECTICUT - CCSPC	Payroll accrual	554.00
151519	01/21/2011	DIVERSIFIED COLLECTION SERVICES, IN	Payroll accrual	624.55
151520	01/21/2011	EQUIVEST	Payroll accrual	2,009.36
151520	01/21/2011	EQUIVEST	Payroll accrual	6,954.20
151521	01/21/2011	FIDELITY INVESTMENTS	Payroll accrual	2,554.70
151521	01/21/2011	FIDELITY INVESTMENTS	Payroll accrual	11,366.80
151521	01/21/2011	FIDELITY INVESTMENTS	Payroll accrual	65.32
151522	01/21/2011	FIRST INVESTORS	Payroll accrual	349.26
151522	01/21/2011	FIRST INVESTORS	Payroll accrual	1,300.00
151523	01/21/2011	FREEDMAN ANSELMO LINDBERG AND RAPPE	Payroll accrual	444.75
151524	01/21/2011	GENERAL REVENUE CORPORATION	Payroll accrual	394.56
151525	01/21/2011	GLENN STEARNS CHAPTER 13 TRUSTEE	Payroll accrual	277.01
151526	01/21/2011	GREAT AMERICAN LIFE INS CO	Payroll accrual	92.22
151526	01/21/2011	GREAT AMERICAN LIFE INS CO	Payroll accrual	400.00
151527	01/21/2011	GREAT AMERICAN FINANCE COMPANY	Payroll accrual	235.26
151528	01/21/2011	HUNTER, CARLA	Payroll accrual	280.00
151529	01/21/2011	I R S	Payroll accrual	15,349.19
151529	01/21/2011	I R S	Payroll accrual	3,969.39
151529	01/21/2011	I R S	Payroll accrual	498.35
151529	01/21/2011	I R S	Payroll accrual	143,239.32
151529	01/21/2011	I R S	Payroll accrual	33.60
151529	01/21/2011	I R S	Payroll accrual	0.00
151529	01/21/2011	I R S	Payroll accrual	17,046.97
151529	01/21/2011	I R S	Payroll accrual	210.31
151529	01/21/2011	I R S	Payroll accrual	22,658.40
151529	01/21/2011	I R S	Payroll accrual	17,046.97
151529	01/21/2011	I R S	Payroll accrual	210.31
151530	01/21/2011	ILLINOIS MUNICIPAL RETIREMENT	Payroll accrual	159.66
151531	01/21/2011	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	15,701.11
151531	01/21/2011	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	0.00
151531	01/21/2011	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	36,566.30
151532	01/21/2011	IL STATE DISBURSEMENT UNIT	Payroll accrual	2,104.73
151533	01/21/2011	ING NATIONAL TRUST	Payroll accrual	153.21
151533	01/21/2011	ING NATIONAL TRUST	Payroll accrual	353.21
151534	01/21/2011	LINCOLN INVESTMENT PLANNING, INC.	Payroll accrual	250.00
151535	01/21/2011	LINCOLN INVESTMENTS	Payroll accrual	9,137.13
151535	01/21/2011	LINCOLN INVESTMENTS	Payroll accrual	30,835.50
151536	01/21/2011	M G TRUST COMPANY	Payroll accrual	864.61
151536	01/21/2011	M G TRUST COMPANY	Payroll accrual	2,549.46
151536	01/21/2011	M G TRUST COMPANY	Payroll accrual	167.71
151537	01/21/2011	METLIFE	Payroll accrual	375.00
151537	01/21/2011	METLIFE	Payroll accrual	193.46
151538	01/21/2011	NCPERS GROUP LIFE INS (#1985)	Payroll accrual	232.00
151539	01/21/2011	OPRFHS/FACULTY SENATE DUES	Payroll accrual	7,976.52
151540	01/21/2011	PACIFIC LIFE	Payroll accrual	509.46
151540	01/21/2011	PACIFIC LIFE	Payroll accrual	2,089.61
151541	01/21/2011	RIVER FOREST COMMUNITY CENTER	Payroll accrual	9,820.00
151542	01/21/2011	SEIU LOCAL 73	Payroll accrual	42.00
151542	01/21/2011	SEIU LOCAL 73	Payroll accrual	2,484.83
151543	01/21/2011	STATE OF ILLINOIS	Payroll accrual	374.99

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
151543	01/21/2011	STATE OF ILLINOIS	Payroll accrual	30,697.29
151543	01/21/2011	STATE OF ILLINOIS	Payroll accrual	25.00
151544	01/21/2011	T H I S	Payroll accrual	7,842.64
151544	01/21/2011	T H I S	Payroll accrual	19.15
151544	01/21/2011	T H I S	Payroll accrual	480.17
151544	01/21/2011	T H I S	Payroll accrual	5,883.58
151544	01/21/2011	T H I S	Payroll accrual	14.36
151544	01/21/2011	T H I S	Payroll accrual	16.89
151544	01/21/2011	T H I S	Payroll accrual	401.17
151545	01/21/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	12.62
151546	01/21/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	84,828.34
151546	01/21/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	4,552.38
151546	01/21/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	204.51
151546	01/21/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	5,245.34
151546	01/21/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	280.90
151546	01/21/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	360.77
151547	01/21/2011	TOM VAUGHN STANDING TRUSTEE	Payroll accrual	209.50
151548	01/21/2011	U.S. DEPART. OF EDUCATION	Payroll accrual	51.44
151548	01/21/2011	U.S. DEPART. OF EDUCATION	Payroll accrual	118.61
151549	01/21/2011	WADDELL & REED	Payroll accrual	706.68
151549	01/21/2011	WADDELL & REED	Payroll accrual	1,064.75
151551	01/20/2011	LINCOLN INVESTMENTS	Payroll accrual	9,137.13
151551	01/20/2011	LINCOLN INVESTMENTS	Payroll accrual	30,835.50
151552	01/27/2011	AMAZON.COM, INC.		0.00
151553	01/27/2011	AMAZON.COM, INC.		0.00
151554	01/27/2011	AMAZON.COM, INC.		0.00
151555	01/27/2011	AMAZON.COM, INC.		0.00
151556	01/27/2011	AMAZON.COM, INC.		0.00
151557	01/27/2011	AMAZON.COM, INC.		0.00
151558	01/27/2011	AMAZON.COM, INC.		0.00
151559	01/27/2011	AMAZON.COM, INC.		0.00
151560	01/27/2011	AMAZON.COM, INC.		0.00
151561	01/27/2011	AMAZON.COM, INC.		0.00
151562	01/27/2011	AMAZON.COM, INC.		0.00
151563	01/27/2011	AMAZON.COM, INC.		0.00
151564	01/27/2011	AMAZON.COM, INC.		0.00
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	30.00
151565	01/27/2011	AMAZON.COM, INC.	EXTERNAL HARD DRIVE (MARTIN REQUEST)	213.94
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	7.73
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	6.27
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.06
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.99
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	12.23
151565	01/27/2011	AMAZON.COM, INC.	HOOVER AMAZON BOOK ORDER	23.07
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	26.83
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	10.85
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.06
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.06
151565	01/27/2011	AMAZON.COM, INC.	HOOVER AMAZON BOOK ORDER	9.95
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	16.92
151565	01/27/2011	AMAZON.COM, INC.	HOOVER AMAZON BOOK ORDER	10.87
151565	01/27/2011	AMAZON.COM, INC.	HOOVER AMAZON BOOK ORDER	12.21
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	14.00
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	14.00
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	24.86

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.85
151565	01/27/2011	AMAZON.COM, INC.	DVDs ( BARDO REQUEST)	13.99
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	15.56
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	8.99
151565	01/27/2011	AMAZON.COM, INC.	Slant Back Clear Acrylic Sign Holder Ad Frame (HOOPER REQUEST)	23.96
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	47.80
151565	01/27/2011	AMAZON.COM, INC.	Replacement Bulb for PowerLite 62c/76c/82c Projectors, 200 Watts (LAVIGNE REQUEST)	252.68
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	6.39
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	21.24
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	10.99
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	10.99
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	10.19
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	10.87
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	26.05
151565	01/27/2011	AMAZON.COM, INC.	Epson ELPLP40 Replacement Lamp (LAVIGNE/AVALOS REQUEST)	407.63
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.06
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	12.78
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.06
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	7.99
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	19.77
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	10.51
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	16.47
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	18.98
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	14.25
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	11.46
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	6.27
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	20.98
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	26.40
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	10.12
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	10.17
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	11.55
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	10.08
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	12.20
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	14.14
151565	01/27/2011	AMAZON.COM, INC.	THE GAME MAKER'S COMPANION PAPERBACK ( DAVIS REQUEST)	24.88
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	11.66
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	15.99
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.99
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	8.99
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	34.25
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	35.99
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	22.51
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.82
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.06
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	14.14
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	15.57
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	34.20
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	21.90
151565	01/27/2011	AMAZON.COM, INC.	HOOPER AMAZON BOOK ORDER	28.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	20.08
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.99
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	7.99
151565	01/27/2011	AMAZON.COM, INC.	Microsoft Natural Ergo Keyboard 4000 (PIEKARSKI REQUEST)	33.98
151565	01/27/2011	AMAZON.COM, INC.	CARLSON BOOK ORDER	6.94
151565	01/27/2011	AMAZON.COM, INC.	HOOPEER AMAZON BOOK ORDER	10.98
151565	01/27/2011	AMAZON.COM, INC.	HOOPEER AMAZON BOOK ORDER	13.59
151565	01/27/2011	AMAZON.COM, INC.	HOOPEER AMAZON BOOK ORDER	17.15
151565	01/27/2011	AMAZON.COM, INC.	HOOPEER AMAZON BOOK ORDER	34.21
151565	01/27/2011	AMAZON.COM, INC.	HOOPEER AMAZON BOOK ORDER	12.89
151565	01/27/2011	AMAZON.COM, INC.	Kodak i1220 - Document scanner (HILL REQUEST)	3,004.33
151565	01/27/2011	AMAZON.COM, INC.	LOPEZ AMAZON BOOK ORDER	11.99CR
151566	01/27/2011	R & D BUS COMPANY, INC.		0.00
151567	01/27/2011	R & D BUS COMPANY, INC.		0.00
151568	01/27/2011	R & D BUS COMPANY, INC.		0.00
151569	01/27/2011	R & D BUS COMPANY, INC.		0.00
151570	01/27/2011	R & D BUS COMPANY, INC.		0.00
151571	01/27/2011	R & D BUS COMPANY, INC.		0.00
151572	01/27/2011	R & D BUS COMPANY, INC.	01/07/2011 BOYS V BASKETBALL PROVISO WEST, HILLSIDE	215.00
151572	01/27/2011	R & D BUS COMPANY, INC.	12/29/2010 BOYS S BASKETBALL ST JOSEPH, WESTCHESTER	195.00
151572	01/27/2011	R & D BUS COMPANY, INC.	1/5/2011 PE VERTICAL ENDEAVORS 2 BUSES	610.00
151572	01/27/2011	R & D BUS COMPANY, INC.	01/05/2011 PE VERTICAL ENDEAVORS 2 BUSES	680.00
151572	01/27/2011	R & D BUS COMPANY, INC.	01/08/2011 SPEECH TEAM BUFFALO GROVE	650.00
151572	01/27/2011	R & D BUS COMPANY, INC.	12/29/2010 GIRLS FA BASKETBALL NAZARETH	230.00
151572	01/27/2011	R & D BUS COMPANY, INC.	01/07/2011 GIRLS J CHEERLEADER PROVISO WEST, HILLSIDE, IL	185.00
151572	01/27/2011	R & D BUS COMPANY, INC.	01/07/2011, GIRSL V CHEERLEADER PROVISO WEST HILLSIDE, IL	185.00
151572	01/27/2011	R & D BUS COMPANY, INC.	01/08/2011 GIRSL S BASKETBALL LYONS TOWNSHIP NORTH LAGRANGE	290.00
151572	01/27/2011	R & D BUS COMPANY, INC.	01/08/2011 GIRSL FA BASKETBALL LYONS TOWNSHIP NORTH LA GRANGE	290.00
151572	01/27/2011	R & D BUS COMPANY, INC.	12/29/2010 BOYS SWIMMING BROOKFIELD, RIVERSIDE	185.00
151572	01/27/2011	R & D BUS COMPANY, INC.	12/30/2010 BOYS J1 WRESTLING CARMEL MUNDELEIN	705.00
151572	01/27/2011	R & D BUS COMPANY, INC.	12/30/2010 BOYS SWIMMING RIVERSIDE, BROOKFIELD	185.00
151572	01/27/2011	R & D BUS COMPANY, INC.	12/31/2010 BOYS SWIMMING RIVERSIDE BROOKFIELD	185.00
151572	01/27/2011	R & D BUS COMPANY, INC.	01/03/2011 BOYS SWIMMING MORTON EAST	170.00
151572	01/27/2011	R & D BUS COMPANY, INC.	01/04/2011 BOYS SWIMMING	170.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
151572	01/27/2011	R & D BUS COMPANY, INC.	MORTON EAST 01/07/2011 BOYS FA BASKETBALL	185.00
151572	01/27/2011	R & D BUS COMPANY, INC.	PROVISO WEST HILLSIDE 01/07/2011 BOYS S BASKETBALL	215.00
151572	01/27/2011	R & D BUS COMPANY, INC.	PROVISO WEST, HILLSIDE 01/07/2011 BOYS V SWIMMING	290.00
151572	01/27/2011	R & D BUS COMPANY, INC.	HINSDALE CENTRAL 01/07/2011 BOYS J2 WRESTLING	345.00
151572	01/27/2011	R & D BUS COMPANY, INC.	HINSDALE CENTRAL 01/07/2011 BOYS V SRESTLING	345.00
151572	01/27/2011	R & D BUS COMPANY, INC.	HINSDALE CENTRAL 01/08/2011 BOYS J1 WRESTLING	435.00
151572	01/27/2011	R & D BUS COMPANY, INC.	WHEATON NORTH 01/08/2011 BOYS F WRESTLING	430.00
151572	01/27/2011	R & D BUS COMPANY, INC.	NEW TRIER 01/08/2011 BOYS J BASKETBALL	215.00
151572	01/27/2011	R & D BUS COMPANY, INC.	PROVISO WEST 01/08/2011 BOYS V SRESTLING	305.00
151573	01/27/2011	ACACIA ACADEMY	ST. RITA SPED DEC TUITION I.M.	1,513.20
151574	01/27/2011	ADOLPH KIEFER	Misc. Swimming Supplies	375.00
151575	01/27/2011	AIRGAS NORTH CENTRAL	INV DATE 12/31/10	117.00
151576	01/27/2011	ALLIED WASTE SERVICES #551'	DEC 20 INVOICE LESS LATE CHARGE OF \$41.74	2,683.00
151577	01/27/2011	ALLMAN, FRED	BOYS B-BALL 1/14/11	57.00
151578	01/27/2011	AMALGAMATED BANK OF CHICAGO	PAYING AGENT FEES FOR BOND ISSUES: SERIES 2003A, 2003B, 2004, 2005	800.00
151579	01/27/2011	ANCEL, GLINK, DIAMOND, BUSH, DICIANNI, &	SERVICES RENDERED THRU DEC 31, 2010	8,711.62
151580	01/27/2011	ARAMARK	2010/11 - Maintenance & Custodial Uniforms	2,057.05
151581	01/27/2011	BAKER AND TAYLOR CO	CARLSON OPEN BOOK ORDER BAKER AND TAYLOR	15.70
151581	01/27/2011	BAKER AND TAYLOR CO	CARLSON BOOK ORDER BAKER AND TAYLOR	88.95
151581	01/27/2011	BAKER AND TAYLOR CO	CARLSON OPEN BOOK ORDER BAKER AND TAYLOR	24.32
151581	01/27/2011	BAKER AND TAYLOR CO	LOPEZ OPEN BOOK ORDER BAKER AND TAYLOR	41.88
151582	01/27/2011	BARDO, NANCY	REIMB FOR REGISTRATION FEE ICE CONF 2/23-34/11	220.00
151583	01/27/2011	BIOMETRIC IMPRESSIONS	FINGERPRINTING FOR BUS PERMIT SPED	55.00
151584	01/27/2011	BLUE CAB	SPED 12/14 & 12/17	182.00
151585	01/27/2011	EMI SUPPLY	Electrical supplies	998.71
151586	01/27/2011	BRACKER'S GOOD EARTH CLAYS, INC	BOOKSTORE SUPPLIES	807.70
151587	01/27/2011	BRIDGE VIEW EXTENDED DAY	SPED DEC TUITION A.M.	2,216.24
151587	01/27/2011	BRIDGE VIEW EXTENDED DAY	SPED DEC TUITION P.J.	2,216.24
151587	01/27/2011	BRIDGE VIEW EXTENDED DAY	SPED DEC TUITION M.H.	2,216.24
151588	01/27/2011	BROWN, ANDREA	MLK ACCOMPANIST	150.00
151589	01/27/2011	BROWN, JAKE	BOYS B-BALL 1/14/11	86.00
151590	01/27/2011	BROWN, MATHIEU	JUDGING FEES SPEECH TOURNEY ROLLING MEADOWS	90.00
151591	01/27/2011	BROWN, RICKY	JUDGE/PERFORMER SLAM FINALS	100.00
151592	01/27/2011	BURRIS EQUIPMENT CO.	REPAIRS TO TOP DRESSER	1,562.89



CHECK CHECK			INVOICE		
NUMBER	DATE	VENDOR	DESCRIPTION		AMOUNT
151593	01/27/2011	CAROLINA BIOLOGICAL SUPPLY	SCIENCE SUPPLIES		326.06
151593	01/27/2011	CAROLINA BIOLOGICAL SUPPLY	SCIENCE SUPPLIES		107.48
151594	01/27/2011	CBIZ FINANCIAL SOLUTIONS, INC.	PROFESSIONAL SVCS ENDING DEC 31		19.01
151595	01/27/2011	CENTER FOR PSYCHOLOGICAL SERVICES	1/6-7/11 SPED CONSULTS		550.00
151596	01/27/2011	CHENEY, ELIZABETH	JUDGING FEES SPEECH TOURNEY		125.00
			ROLLING MEADOWS		
151597	01/27/2011	CHENEY, MEGAN	JUDGING FEES SPEECH TOURNEY		75.00
			ROLLING MEADOWS		
151598	01/27/2011	CLARK, TOM	BOYS B-BALL 1/14/11		70.00
151599	01/27/2011	CLIFFS & CABLES	Adventure Ed Equipment		715.00
151600	01/27/2011	CLIC	WORKER'S COMP PAYROLL AUDIT		431.00
			7/1/09 - 2010 POLICY TERM		
151601	01/27/2011	COMPREHENSIVE THERAPEUTICS	DEC OT/PT SPED		4,662.00
151602	01/27/2011	COUGHLIN, JAMES	REIMB FOR SPED LD FOOD EXP		86.92
151603	01/27/2011	COVE SCHOOL	SPED DEC TUITION L.K.		2,717.00
151604	01/27/2011	DIAMOND DETECTIVE AGENCY, INC.	EVENING AND WEEKEND BUILDING SECURITY 2010-11 SCHOOL YEAR		2,358.40
			12/26 - 1/8/2011		
151605	01/27/2011	E2 SERVICES	E2 MANAGED SERVICES		12,500.00
151605	01/27/2011	E2 SERVICES	E2 Offsite Backup		375.00
151606	01/27/2011	EDUARDO'S NATURAL PIZZA	SPED 1/14/11		90.00
151607	01/27/2011	ELK GROVE VILLAGE HS	IHSA REGIONAL TEAM ENTRY FEE		160.00
			- 2/5/11		
151608	01/27/2011	FLINN SCIENTIFIC	SCIENCE SUPPLIES		442.18
151609	01/27/2011	GANCZEWSKI, CHRIS	GIRLS B-BALL 1/15/11		47.00
151610	01/27/2011	GIANT STEPS ILLINOIS, INC	DEC TUITION		4,388.54
151610	01/27/2011	GIANT STEPS ILLINOIS, INC	DEC TUITION		4,388.54
151611	01/27/2011	GILMER, DAVID	SPOKEN WORD & MENTORING		204.00
			PROFESSIONAL SERVICES		
151612	01/27/2011	GRAINGER			0.00
151613	01/27/2011	GRAINGER			0.00
151614	01/27/2011	GRAINGER			0.00
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Electrical		34.78
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Lights & Lamps		44.16
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Lights & Lamps		23.54
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Lights & Lamps		308.52
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Plumbing		60.16
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Lights & Lamps		47.08
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Plumbing		88.92
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Heating & Ventilating		25.99
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Heating & Ventilating		147.76
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Plumbing		23.22
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Lights & Lamps		94.16
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Electrical		125.08
151615	01/27/2011	GRAINGER	Tables and chairs for set ups		5,250.00
151615	01/27/2011	GRAINGER	Tables and chairs for set ups		1,499.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
151615	01/27/2011	GRAINGER	2010-11 Open P.O. - Lights & Lamps	70.68
151616	01/27/2011	GREEN, DAN	BOYS B-BALL 1/14/11	47.00
151616	01/27/2011	GREEN, DAN	BOYS B-BALL 12/18/10	47.00
151617	01/27/2011	HIGHWATER CLAYS	BOOKSTORE SUPPLIES	97.25
151618	01/27/2011	HILLSIDE ACADEMY	DEC TUITION 9 STUDENTS	18,717.48
151619	01/27/2011	HINES, DERIK	REIMB FOR BUS DRIVER CLASS	6.00
151620	01/27/2011	ILLINOIS SCIENCE EDUCATION LEADERS	REGISTRATION FEE - ISELA	35.00
			WINTER MTG FEB 11 @ COD (W GROSSER)	
151621	01/27/2011	J W PEPPER & SON, INC.	Sheet music	20.00
151622	01/27/2011	JACKSON, LAWRENCE	BOYS B-BALL 1/15/11	47.00
151623	01/27/2011	JEWISH CHILD & FAMILY SERVICES	SPED TUITION A.D.	2,917.46
151624	01/27/2011	JENKINS, ROBERT	GIRLS B-BALL 1/15/11	57.00
151625	01/27/2011	JOHNSTON, SHARON	JUDGING FEES SPEECH TOURNEY	150.00
			ROLLING MEADOWS	
151626	01/27/2011	JOHNSON, STEVEN	GIRLS B-BALL 1/15/11	86.00
151627	01/27/2011	JSTOR	AAF-JSTOR COLLECTIONS 2011	1,125.00
151628	01/27/2011	JULIAN, MICHAEL	BOYS B-BALL 1/14/11	86.00
151629	01/27/2011	KELLY, DAVID	GIRLS B-BALL 1/15/11	47.00
151630	01/27/2011	KENNEDY, FRANK	MONTHLY MILEAGE & CELL EXP	100.00
			PER CONTRACT	
151631	01/27/2011	KIDD, SIERRA	SPOKEN WORD & MENTORING	153.00
			PROFESSIONAL SERVICES	
151632	01/27/2011	KIMP, JOSE	BOYS B-BALL 12/18/10	47.00
151633	01/27/2011	KRANZ INC.	2010/11 Open P.O. for Paper & Plastic	351.38
151633	01/27/2011	KRANZ INC.	SAFESTEP ICE MELT FOR GROUNDS	829.80
			DEPT	
151634	01/27/2011	KREBS, KATHY	GIRLS GYMNASTICS 1/13/11	87.00
151635	01/27/2011	KUJAWA, KATIE	GIRLS GYMNASTICS 1/13	87.00
151636	01/27/2011	LAKEVIEW BUS LINES, INC.	SPED DEC K.S. & C.V.	3,043.00
151637	01/27/2011	LIPKE-KENTEX CORPORATION	Laundry soap for athletics	549.95
151638	01/27/2011	LISITZA, ALEXA	MLK 1ST PRIZE	100.00
151639	01/27/2011	LITTLE FRIENDS, INC.	SPED DEC TUITION - L.	2,158.65
151640	01/27/2011	LYN RUS ALUMINUM PRODUCTS	Basketball backboard safety strap devices	1,102.86
151641	01/27/2011	MONTGOMERY, LARRY	GIRLS B-BALL 1/15/11	86.00
151642	01/27/2011	PATER, JIM	BOYS B-BALL 1/15/11	47.00
151643	01/27/2011	RILEY, FREDERICK	BOYS B-BALL 1/14/11	47.00
151644	01/27/2011	SCHOESSLING, PAUL	BOYS B-BALL 1/14/11	57.00
151645	01/27/2011	THE MEETINGHOUSE COMPANIES	SET UP CONTRACT FOR OPEN	886.02
			HOUSE BALANCE OWED	
151646	01/27/2011	TRAUERNICHT, IVAN	GIRLS B-BALL 1/15/11	57.00
151647	01/27/2011	ZALDIVAR, PAUL	GIRLS B-BALL 1/15/11	57.00
151648	01/27/2011	THRIVE COUNSELING CENTER	5 FULL TIME STAFF INVOICE	30,421.30
			DATE 1/3/2011	
151649	01/27/2011	MARYVILLE ACADEMY	SPED	2,730.34
151650	01/27/2011	MC KINNEY, MILTON	SPOKEN WORD & MENTORING	460.00
151651	01/27/2011	MC MASTER-CARR SUPPLY CO	CARPENTRY SUPPLIES	125.32
151652	01/27/2011	MEREDITH CULLIGAN WATER CO.	SPED	8.00
151652	01/27/2011	MEREDITH CULLIGAN WATER CO.	SPED WATER	11.00
151653	01/27/2011	MILOJEVIC, CINDY	REIMB FOR FRAMING TOE & CERT	230.29
151653	01/27/2011	MILOJEVIC, CINDY	REIMB FOR REFRESHMENTS EXP -	94.55
			CHANGE OF APPEARANCE	
151653	01/27/2011	MILOJEVIC, CINDY	REIMB FOR AIRFARE FOR LA	259.40

CHECK CHECK			INVOICE		
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT	
			C.A.D.A. CONF IN MARCH		
151654	01/27/2011	MUSIC & ARTS CENTER	Clarinet repair	58.00	
151655	01/27/2011	NATIONAL SCHOOL TOWEL SERVICE	2010-2011 SCHOOL YEAR TOWEL	6,044.00	
			SERVICE MONTH JANUARY 2011		
151656	01/27/2011	NATIONAL FORENSIC LEAGUE	STUDENT & COACH MEMBERSHIPS	160.00	
151657	01/27/2011	NEW HORIZON CENTER FOR THE	DEC TUITION 6 STUDENTS	31,390.50	
151658	01/27/2011	NEOPOST	ORDER#11744352 RATE CHANGE	260.00	
			FOR SCALE		
151659	01/27/2011	NEW HOPE ACADEMY	DEC TUITION J.R.	2,663.31	
151660	01/27/2011	NICOR GAS	ACCT #115548 GROUP 5515	490.70	
			SERVICE FROM 12/1/10 - 1/1/11		
151660	01/27/2011	NICOR GAS	ACCT #503548 GROUP 5315	4,066.94	
			SERVICE FROM 12/1/10 - 1/1/11		
151660	01/27/2011	NICOR GAS	ACCT #905548 GROUP 5998	730.86	
			SERVICE FROM 12/1/10 - 1/1/11		
151661	01/27/2011	OAK SERVICES COMPANY	B&G REPAIRS - WORK COMPLETED	6,988.00	
			12/20		
151662	01/27/2011	OAK PARK JEWELERS	SERVICE AWARD	58.00	
151663	01/27/2011	P.A.C.T.T. LEARNING CENTER	DEC SPED TUITION 2 STUDENTS	5,230.55	
151664	01/27/2011	PARTITION PROS, INC.	Repair partition wall in	1,385.00	
			South cafe		
151665	01/27/2011	PARTS TOWN	FD SERV SUPPRESSOR & MOTOR	560.90	
			KIT		
151666	01/27/2011	PACE SUBURBAN BUS SERVICE	JAN BKSTR PASS SALES	1,380.00	
151667	01/27/2011	PERSONNEL PLANNERS	HR QUARTERLY U.I. CLAIMS MGT	249.99	
			FEE 1/1-3/31/2011		
151668	01/27/2011	PETTY CASH, OPRFHSO #200	REPLENISH BUS OFFICE PETTY	1,068.61	
			CASH		
151669	01/27/2011	PIKE SYSTEMS	CUSTODIAL SUPPLIES	152.85	
151670	01/27/2011	POUST, BRIAN	JUDGING FEES SPEECH TOURNEY	150.00	
			ROLLING MEADOWS		
151671	01/27/2011	PROSPECT BAND BOOSTERS	ENTRY FEE MARCHING BAND OCT	100.00	
			8, 2011		
151672	01/27/2011	PROTECTCO INC.	SEMI ANNUAL KITCHEN HOOD	875.00	
			CLEANING		
151673	01/27/2011	R & M SPECIALTIES	Wake Up T-shirts	250.00	
151674	01/27/2011	REICHEL, ANNE	50 "EXPECT MORE" BOOKS	475.00	
151675	01/27/2011	RHINE, SAM	REGISTRATION FEE GENETIC	60.00	
			UPDATE CONF 4 ATTENDEES		
			3/1/11		
151676	01/27/2011	RIO GRANDE	Filter Screen and casting pad	45.66	
151677	01/27/2011	SANTUCCI, PAUL	JUDGING FEES SPEECH TOURNEY	90.00	
			ROLLING MEADOWS		
151678	01/27/2011	SECRETARY OF STATE	BUS PERMIT RECERT T.N.	4.00	
151679	01/27/2011	SOUTH SIDE CONTROL SUPPLY CO	PE SWITCH	81.66	
151680	01/27/2011	SPECIAL EDUCATION SYSTEMS	SPED TRANSPORT DEC 9 STUDENTS	4,109.00	
151681	01/27/2011	SUNDIN, BRIDGET	JUDGING FEES SPEECH TOURNEY	90.00	
			ROLLING MEADOWS		
151682	01/27/2011	THE MEETINGHOUSE COMPANIES	SET UP CONTRACT FOR OPEN	1,780.00	
			HOUSE INITIAL PAYMENT		
151683	01/27/2011	U.S. POSTAL SERVICE	METER MACHINE NEOPOST	5,000.00	
			#3361853		
151684	01/27/2011	ULINE	BOOKSTORE / SUPPLIES	254.70	
151685	01/27/2011	UNGLAUB, MELISSA	JUDGING FEES SPEECH TOURNEY	150.00	
			ROLLING MEADOWS		
151686	01/27/2011	UNITED PARCEL SERVICE	JAN 1 BUS OFF & ATHLETICS	30.17	

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
151687	01/27/2011	VANGUARD ENERGY SERVICES, LLC	SERVICE PERIOD 12/1 - 12/31/10	40,389.31
151688	01/27/2011	VINCENT, LISA	SPED OT	2,552.04
151688	01/27/2011	VINCENT, LISA	SPED OT	2,625.48
151689	01/27/2011	WEDNESDAY JOURNAL	PRALE RENEWAL	25.00
151689	01/27/2011	WEDNESDAY JOURNAL	LIBRARY RENEWAL	25.00
151690	01/27/2011	WEST PUBLISHING CO	12 month Subscription to CLEAR	88.94
151691	01/27/2011	WESTGATE FLOWERS	TEA FLOWERS	49.58
151692	01/27/2011	WORKPLUS OCCUPATIONAL HEALTH-RHC	SPED PHYSICALS 12/9-12/30	375.00
151693	01/27/2011	BOSS ONLINE, INC.	COPY PAPER	10,960.00
151694	01/27/2011	KONICA-MINOLTA BUSINESS SOLUTIONS U	per copy charges 11/30 - 1/4/2011	104.72
151695	01/27/2011	OCE' IMAGISTICS, INC.	OCE MAINTENANCE AGREEMENT 2010-2011 SCHOOL YEAR INVOICE DATE 1/8/2011	13,943.40
151696	01/27/2011	QUILL CORP.	OFFICE SUPPLIES	499.08
Totals for checks				853,406.98

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION FUND	445,851.75	4.40	199,389.55	645,245.70
14	CAFETERIA FUND	5,738.44	0.00	1,168.32	6,906.76
15	BOOKSTORE FUND	1,401.98	1,380.00	1,159.65	3,941.63
20	OPERATIONS & MAINTENANCE	25,142.50	0.00	72,382.62	97,525.12
30	BOND & INTEREST FUND	0.00	0.00	800.00	800.00
40	TRANSPORTATION FUND	0.00	0.00	15,669.00	15,669.00
50	ILL MUN RET FUND	76,481.98	0.00	0.00	76,481.98
80	TORT IMMUNITY FUND	0.00	0.00	6,807.61	6,807.61
82	MEDICAL SELF INSURANCE FUND	0.00	0.00	19.01	19.01
84	ACTIVITY FUND	10.17	0.00	0.00	10.17
***	Fund Summary Totals ***	554,626.82	1,384.40	297,395.76	853,406.98

\*\*\*\*\* End of report \*\*\*\*\*

Voiced Check Report

Check #	Payee Key	Payee Name	T	Check Date	Check Amount	Date	Stmnt Date
AP/PR HARRIS CENTRAL N.A. ISDLAF/PMA							
151240	LINCOLN	002 LINCOLN INVESTMENTS	V	01/20/2011	\$-39,972.63	01/20/2011	01/20/2011
Number Of Checks: 1 \$-39,972.63							
Total Checks: 1 \$-39,972.63							
Totals:				Bank	Total \$		
				AP/PR	\$-39,972.63		

\*\*\*\*\* End of report \*\*\*\*\*

IMPREST		CHECK	INVOICE	
CHECK #	VENDOR	DATE	AMOUNT	DESCRIPTION
31087	AT&T	01/19/2011	31.60	DEC 2 - JAN 1
31087	AT&T	01/19/2011	1,072.28	NOV 29 - DEC 28
31088	MASTERCARD CORPORATE CLIENTS PAYMEN	01/19/2011	173.58	CC PAYMENT DEC AH
31089	BOONE ELEMENTARY SCHOOL	01/20/2011	500.00	SIX USED DANCE MIRRORS P.E.
31090	EQUIVEST	01/20/2011	246.44	TO SEND 403b CONTRIBUTIONS
31091	FIDELITY INVESTMENTS	01/20/2011	429.42	TO SEND 403b CONTRIBUTIONS
31092	SUPER 8 - EAST PEORIA	01/20/2011	1,080.00	IMEA ALL STATE CONF PEORIA, IL 5 ROOMS 3 NIGHTS 1/26 - 1/29 RESERVATION #28796, 28797, 28798, 28799 & 28800
Totals for checks			3,533.32	

## FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION FUND	675.86	0.00	1,753.58	2,429.44
20	OPERATIONS & MAINTENANCE	0.00	0.00	1,103.88	1,103.88
***	Fund Summary Totals ***	675.86	0.00	2,857.46	3,533.32

\*\*\*\*\* End of report \*\*\*\*\*



ACTIVITY		CHECK	INVOICE	
CHECK #	VENDOR	DATE	AMOUNT	DESCRIPTION
6546	A & A STUDIOS, INC.	01/14/2011	725.00	DEPOSIT FOR FROM PHOTOBOOTH
6547	COURT THEATRE	01/14/2011	2,550.00	ORDER #103100 FULL PAYMENT; FEB. 9 "THREE TALL WOMEN" FULL PAYMENT; APR. 6 "ORLANDO" FULL PAYMENT
6548	INNISBROOK WRAPS	01/14/2011	2,360.10	WRAPPING PAPER FUNDRAISER - TAU GAMMA
6549	RUNYON, JOEL	01/14/2011	20.00	FIELD TRIP REIMBURSEMENT
6550	SALKELD SPORTS INC, DIV OF KESSLER'	01/14/2011	2,025.00	FRESHMEN BOYS BASKETBALL SHOES
6551	TROPHIES BY GEORGE	01/14/2011	82.50	ATHLETIC TRAINER SUPPLIES/AWARDS
Totals for checks			7,762.60	

## FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
84	ACTIVITY FUND	7,762.60	0.00	0.00	7,762.60
***	Fund Summary Totals ***	7,762.60	0.00	0.00	7,762.60

\*\*\*\*\* End of report \*\*\*\*\*

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

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

TO: Board of Education  
FROM: Cheryl Witham  
DATE: January 27, 2011  
RE: Treasurer's Reports

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

Attached is the Treasurer Report for December, 2010.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the December, 2010 Treasurer's Report as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. B.

Oak Park & River Forest High School District 200  
Treasurers Report  
December 31, 2010

<u>Funds</u>	<u>Opening Cash Balance 12/01/10</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Adjustments to Cash (JE's)</u>	<u>Ending Cash Balance 12/31/10</u>	<u>% of Total</u>
10 Education	55,644,372.07	14,915,335.57	(2,872,305.96)	(420,050.54)	67,267,351.14	72.60%
14 Food Service	351,321.09	198,049.73	(183,014.97)	(15,769.81)	350,586.04	0.38%
15 Book Store	278,889.79	22,113.11	(15,067.88)	(2,812.64)	283,122.38	0.31%
<b>Total - Education Fund</b>	<b>56,274,582.95</b>	<b>15,135,498.41</b>	<b>(3,070,388.81)</b>	<b>(438,632.99)</b>	<b>67,901,059.56</b>	<b>73.28%</b>
20 Operations, Building & Maintenance	6,579,423.42	2,252,025.15	(356,120.44)	127,574.68	8,602,902.81	9.28%
30 Bond & Interest Fund	(1,585,357.94)	980,165.89	-	-	(605,192.05)	-0.65%
40 Transportation Fund	2,181,371.76	291,187.88	(121,234.48)	(2,842.00)	2,348,483.16	2.53%
50 IMRF & SS Fund	1,336,790.61	746,880.14	(148,710.36)	-	1,934,960.39	2.09%
60 Site & Construction	584,130.42	109.77	(91,521.00)	(174,987.53)	317,731.66	0.34%
70 Working Cash	6,563,293.57	382,785.79	-	-	6,946,079.36	7.50%
80 Tort Immunity	1,725,135.54	380,608.07	(9,333.68)	-	2,096,409.93	2.26%
81 Dental Self Insurance	161,417.61	243.72	(27,498.33)	30,605.04	164,768.04	0.18%
82 Medical Self Insurance	2,952,613.71	3,099.40	(354,791.38)	458,301.96	3,059,223.69	3.30%
83 Workers' Comp Self Insurance	15,857.04	-	-	-	15,857.04	0.02%
84 Harris - PMA	284,285.24	76,314.45	(28,671.86)	(19.16)	331,908.67	0.36%
84 Community Bank	322,838.33	39,643.59	(118,767.64)	-	243,714.28	0.26%
<b>Total - Activity Funds</b>	<b>607,123.57</b>	<b>115,958.04</b>	<b>(147,439.50)</b>	<b>(19.16)</b>	<b>575,622.95</b>	<b>0.62%</b>
90 Fire Prevention & Safety	(1,460,519.37)	762,734.74	-	-	(697,784.63)	-0.75%
<b>Total - All Funds</b>	<b>\$ 75,935,862.89</b>	<b>\$ 21,051,297.00</b>	<b>\$ (4,327,037.98)</b>	<b>\$ -</b>	<b>\$ 92,660,121.91</b>	<b>100.00%</b>

**Summary of adjustments to cash:**

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

Oak Park & River Forest High School District 200  
Cash and Investments  
December 31, 2010

	<u>Account Balance</u>	<u>Treasurer's Control</u>	<u>% of Total</u>
<b>Harris Bank Comingled Account (treas ofc.)</b>			
Statement CTTO	126,015.94		
Less: Outstanding Checks	-		
Plus: Deposits in Transit	-		
Adjusted	<u>126,015.94</u>	126,015.94	0.14%
<b>Harris ISDLAF Account (Liquid &amp; Max)</b>			
Statement Balance	92,596,735.13		
Less: Outstanding Checks	(376,368.57)		
Plus: Deposits in Transit	7,196.02		
Adjusted	<u>92,227,562.58</u>		99.53%
<b>Community Bank Student Activity Account</b>			
Statement Balance	315,367.97		
Less: Outstanding Checks	(72,093.69)		
Plus: Deposits in Transit	440.00		
Adjusted	<u>243,714.28</u>		0.26%
<b>Community Bank Imprest Account</b>			
Statement Balance	15,679.11		
Less: Outstanding Checks	(250.00)		
Plus: Deposits in Transit	-		
Adjusted	<u>15,429.11</u>		0.02%
<b>Petty Cash</b>	<u>7,400.00</u>		0.01%
<b>Workers Compensation Escrow</b>	<u>40,000.00</u>		0.04%
<b>Total Cash and Investments</b>	<b>\$ 92,660,121.91</b>	<b>\$ 126,015.94</b>	<b>100.00%</b>

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

Oak Park & River Forest High School District 200  
Schedule of Investments  
December 31, 2010

	Average Interest Rate *	Investment Value 12/31/10	% of Total	Prior Month % of Total
<b>By Financial Institution</b>				
Harris ISDLAF - Liquid MM	0.02%	1,162,303.84	1.25%	4.81%
Harris ISDLAF - Max MM	0.05%	15,350,631.69	16.56%	1.86%
Harris ISDLAF - SDA	0.02%	2,705,642.09	2.92%	3.56%
Harris ISDLAF - CD's	0.44%	68,116,212.04	73.46%	84.42%
Harris ISDLAF - Gov't Securities	0.43%	5,261,945.47	5.67%	5.18%
Harris - CTTO MM	*	126,015.94	0.14%	0.17%
<b>Total All Investments by Institution</b>		<b>92,722,751.07</b>	<b>100.00%</b>	<b>100.00%</b>

	Average Interest Rate *	Investment Value 12/31/10	% of Total	Prior Month % of Total
<b>By Investment Type</b>				
CD's	0.44%	68,116,212.04	73.46%	84.42%
Government Securities	0.43%	5,261,945.47	5.67%	5.18%
Money Market	0.03%	19,344,593.56	20.86%	10.41%
<b>Total All Investments by Type</b>		<b>92,722,751.07</b>	<b>100.00%</b>	<b>100.00%</b>

	Average Interest Rate *	Investment Value 12/31/10	% of Total	Prior Month % of Total
<b>By Maturity Age</b>				
1 month	0.31%	5,600,000.00	6.04%	9.62%
2 months	0.24%	4,799,285.61	5.18%	7.38%
3 months	0.78%	4,400,000.00	4.75%	6.32%
4-6 months	0.56%	16,093,500.00	17.36%	17.25%
7-9 months	0.48%	23,344,145.00	25.18%	25.62%
10-12 months	0.23%	5,622,669.47	6.06%	6.77%
1 year +	0.49%	13,518,557.43	14.58%	16.63%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.03%	19,344,593.56	20.86%	10.41%
<b>Total Investments</b>		<b>92,722,751.07</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 January 10)

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% - 0.13%	0.02% - 0.15%	0.05% - 0.20%	0.15% - 0.25%	0.16% - 0.30%	0.33% - 0.55%	0.10% - 0.70%	0.45% - 0.95%
Government Agency	0.01%	0.02%	0.00%	0.05%	0.04%	0.12%	0.29%	0.54%
Government Treasury	N/A	N/A	N/A	0.02%	0.09%	0.15%	0.20%	0.37%
<b>Liquid Asset Funds</b>	<b>7 Day Effective</b>							
Liquid Class	0.02%							
Max Class	0.05%							

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

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

TO: Board of Education

FROM: Cheryl Witham

DATE: January 27, 2011

RE: Financial Reports

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

Attached are the Financial Reports for December, 2010.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the December Financial Reports as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. C.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Education Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	47,315,686	22,949,760	48.5%	43,378,031	15,593,842	35.9% 1
Other Local Sources	3,617,642	1,818,537	50.3%	2,036,844	1,425,759	70.0%
State Sources	2,834,759	1,266,637	44.7%	1,535,232	1,713,413	111.6% 2
Federal Sources	2,607,278	1,008,095	38.7%	1,199,587	469,742	39.2%
	<u>56,375,365</u>	<u>27,043,029</u>	<u>48.0%</u>	<u>48,149,694</u>	<u>19,202,756</u>	<u>39.9%</u>
<i>Expenditures</i>						
General Instruction	19,919,270	7,240,976	36.4%	21,480,792	7,858,784	36.6%
Special Education	5,555,934	2,051,635	36.9%	5,109,106	1,827,784	35.8%
Adult Education	20,282	6,000	29.6%	20,539	-	0.0%
Vocational Programs	335,859	161,771	48.2%	378,059	203,867	53.9% 3
Interscholastic Programs	1,963,819	802,732	40.9%	2,189,182	882,357	40.3%
Summer School	287,451	164,353	57.2%	313,566	155,087	49.5%
Drivers Education	757,147	267,663	35.4%	765,563	267,313	34.9%
Other Instructional	2,801,472	1,047,367	37.4%	3,006,379	732,506	24.4% 4
Support Svcs. - Pupil	6,607,062	2,573,819	39.0%	6,754,759	2,508,330	37.1%
Support Svcs. - Admin.	4,625,192	2,103,540	45.5%	4,663,602	2,020,184	43.3%
	<u>42,873,488</u>	<u>16,419,856</u>	<u>38.3%</u>	<u>44,681,547</u>	<u>16,456,212</u>	<u>36.8%</u>
<i>Other Sources/(Uses)</i>						
Transfers fr. Other Funds	1,139,202	-	0.0%	-	-	N/A
Transfers to Other Funds	(1,000,000)	-	0.0%	-	-	N/A
	<u>139,202</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	
Change in Fund Balance	13,641,079	10,623,173		3,468,147	2,746,544	
Beginning Balance	<u>52,572,102</u>	<u>52,572,102</u>		<u>66,213,181</u>	<u>66,213,181</u>	
Ending Balance	<u>66,213,181</u>	<u>63,195,275</u>		<u>69,681,328</u>	<u>68,959,725</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

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

3. Several significant equipment purchases were made with vocational grant funds in the current year.

4. November bills for SPED private facilities were not received as timely in the current year.



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Bookstore Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Other Local Sources	812,920	571,508	70.3%	850,003	645,708	76.0%
	812,920	571,508	70.3%	850,003	645,708	76.0%
<i>Expenditures</i>						
Support Svcs. - Other	809,034	661,265	81.7%	850,003	705,254	83.0%
	809,034	661,265	81.7%	850,003	705,254	83.0%
Change in Fund Balance	3,886	(89,757)		-	(59,546)	
Beginning Balance	695,840	695,840		699,726	699,726	
Ending Balance	699,726	606,083		699,726	640,180	

**Cafeteria Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Other Local Sources	2,030,684	843,563	41.5%	2,021,070	825,173	40.8%
State Sources	7,644	6,649	87.0%	13,987	6,141	43.9%
Federal Sources	193,456	67,646	35.0%	185,828	81,643	43.9%
	2,231,784	917,858	41.1%	2,220,885	912,957	41.1%
<i>Expenditures</i>						
Support Svcs. - Admin.	2,168,698	856,143	39.5%	2,219,788	868,659	39.1%
	2,168,698	856,143	39.5%	2,219,788	868,659	39.1%
Change in Fund Balance	63,086	61,715		1,097	44,298	
Beginning Balance	274,282	274,282		337,368	337,368	
Ending Balance	337,368	335,997		338,465	381,666	

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Operations and Maintenance Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	6,136,075	2,783,088	45.4%	5,990,710	2,129,377	35.5% 1
Other Local Sources	<u>2,297,496</u>	<u>697,604</u>	30.4%	<u>962,216</u>	<u>838,835</u>	87.2%
	8,433,571	3,480,692	41.3%	6,952,926	2,968,212	42.7%
<i>Expenditures</i>						
Support Svcs. - Admin.	<u>8,823,475</u>	<u>3,311,149</u>	37.5%	<u>5,368,583</u>	<u>2,215,365</u>	41.3%
	8,823,475	3,311,149	37.5%	5,368,583	2,215,365	41.3%
<i>Other Sources/(Uses)</i>						
Transfers	1,035,354	-	0.0%	26,210	-	0.0%
Transfers	<u>-</u>	<u>-</u>	N/A	<u>(1,610,000)</u>	<u>(1,610,000)</u>	100.0% 2
	1,035,354	-	0.0%	(1,583,790)	(1,610,000)	101.7%
Change in Fund Balance	645,450	169,543		553	(857,153)	
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>9,213,901</u>		<u>9,690,361</u>	<u>8,832,655</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

2. Transfer to Capital Projects fund per the budget.

**Life Safety Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	1,883,021	609,894	32.4%	2,090,611	809,392	38.7% 1
Other Local Sources	<u>3,697</u>	<u>513</u>	13.9%	<u>301,670</u>	<u>73</u>	0.0%
	1,886,718	610,407	32.4%	2,392,281	809,465	33.8%
<i>Expenditures</i>						
Support Svcs. - Business	<u>1,474,581</u>	<u>862,829</u>	58.5%	<u>1,701,822</u>	<u>1,641,980</u>	96.5%
	1,474,581	862,829	58.5%	1,701,822	1,641,980	96.5%
<i>Other Sources/(Uses)</i>						
Transfers	<u>(618,263)</u>	<u>-</u>	0.0%	<u>(614,263)</u>	<u>-</u>	0.0%
	(618,263)	-		(614,263)	-	
Change in Fund Balance	(206,126)	(252,422)		76,196	(832,515)	
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>102,715</u>		<u>225,207</u>	<u>(683,504)</u>	

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

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Bond and Interest Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	3,052,500	1,499,630	49.1%	2,868,619	1,054,390	36.8% 1
Other Local Sources	35,354	25,176	71.2%	26,210	3,772	14.4%
	<u>3,087,854</u>	<u>1,524,806</u>	49.4%	<u>2,894,829</u>	<u>1,058,162</u>	36.6%
<i>Expenditures</i>						
Debt Service	4,787,112	3,288,944	68.7%	3,500,790	3,141,318	89.7%
	<u>4,787,112</u>	<u>3,288,944</u>	68.7%	<u>3,500,790</u>	<u>3,141,318</u>	89.7%
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	10,810,000	-	0.0%	-	-	N/A
Premium on Bonds Sold	801,095	-	0.0%	-	-	N/A
Payment to Escrow	(11,468,408)	-	0.0%	-	-	N/A
Transfers	618,263	-	0.0%	614,263	-	0.0%
Transfers	(35,354)	-	0.0%	(26,210)	-	0.0%
	<u>725,596</u>	<u>-</u>	0.0%	<u>588,053</u>	<u>-</u>	0.0%
Change in Fund Balance	(973,662)	(1,764,138)		(17,908)	(2,083,156)	
Beginning Balance	2,468,889	2,468,889		1,495,227	1,495,227	
Ending Balance	<u>1,495,227</u>	<u>704,751</u>		<u>1,477,319</u>	<u>(587,929)</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**Transportation Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	938,197	444,525	47.4%	842,131	312,595	37.1% 1
Other Local Sources	45,423	28,932	63.7%	22,016	7,125	32.4%
State Sources	850,067	380,772	44.8%	645,379	425,846	66.0%
	<u>1,833,687</u>	<u>854,229</u>	46.6%	<u>1,509,526</u>	<u>745,566</u>	49.4%
<i>Expenditures</i>						
Support Svcs. - Business	1,417,211	567,575	40.0%	1,375,537	529,012	38.5%
	<u>1,417,211</u>	<u>567,575</u>	40.0%	<u>1,375,537</u>	<u>529,012</u>	38.5%
<i>Other Sources/(Uses)</i>						
Other source	31,000	-	0.0%	-	-	N/A
	<u>31,000</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Change in Fund Balance	447,476	286,654		133,989	216,554	
Beginning Balance	2,114,846	2,114,846		2,562,322	2,562,322	
Ending Balance	<u>2,562,322</u>	<u>2,401,500</u>		<u>2,696,311</u>	<u>2,778,876</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Illinois Municipal Retirement/Social Security Fund**

	<u>Audited</u>	<u>Fiscal to Date</u>		<u>Original</u>	<u>Fiscal to Date</u>	
	<u>2009-2010</u>	<u>December 31</u>	<u>%</u>	<u>Budget</u>	<u>December 31</u>	<u>%</u>
		<u>2009</u>		<u>2010-2011</u>	<u>2010</u>	
<b><i>Receipts</i></b>						
Property Taxes	2,362,524	1,094,796	46.3%	2,314,608	804,014	34.7% 1
Other Local Sources	106,550	16,909	15.9%	79,730	5,217	6.5%
	<u>2,469,074</u>	<u>1,111,705</u>	<u>45.0%</u>	<u>2,394,338</u>	<u>809,231</u>	<u>33.8%</u>
<b><i>Expenditures</i></b>						
General Instruction	336,245	122,474	36.4%	414,745	144,168	34.8%
Special Education	190,309	66,180	34.8%	224,800	72,589	32.3%
Vocational Programs	26,406	12,229	46.3%	25,273	8,000	31.7%
Interscholastic Programs	109,477	44,708	40.8%	121,161	47,722	39.4%
Summer School	9,143	5,308	58.1%	9,844	5,415	55.0%
Drivers Education	5,560	2,015	36.2%	9,239	2,397	25.9%
Other Instructional	1,241	439	35.4%	1,232	437	35.5%
Support Svcs. - Pupil	336,130	126,640	37.7%	393,359	139,148	35.4%
Support Svcs. - Admin.	824,926	387,496	47.0%	898,271	395,861	44.1%
	<u>1,839,437</u>	<u>767,489</u>	<u>41.7%</u>	<u>2,097,924</u>	<u>815,737</u>	<u>38.9%</u>
Change in Fund Balance	629,637	344,216		296,414	(6,506)	
Beginning Balance	<u>1,323,641</u>	<u>1,323,641</u>		<u>1,953,278</u>	<u>1,953,278</u>	
Ending Balance	<u>1,953,278</u>	<u>1,667,857</u>		<u>2,249,692</u>	<u>1,946,772</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**Capital Projects Fund**

	<u>Audited</u>	<u>Fiscal to Date</u>		<u>Original</u>	<u>Fiscal to Date</u>	
	<u>2009-2010</u>	<u>December 31</u>	<u>%</u>	<u>Budget</u>	<u>December 31</u>	<u>%</u>
		<u>2009</u>		<u>2010-2011</u>	<u>2010</u>	
<b><i>Receipts</i></b>						
Other Local Sources	-	-	N/A	300,000	497	0.2%
	-	-	N/A	300,000	497	0.2%
<b><i>Expenditures</i></b>						
Support Svcs. - Business	-	-	N/A	1,910,000	1,292,766	67.7%
	-	-	N/A	1,910,000	1,292,766	67.7%
<b><i>Other Sources/(Uses)</i></b>						
Transfers	-	-	N/A	1,610,000	1,610,000	100.0% 1
	-	-		1,610,000	1,610,000	
Change in Fund Balance	-	-		-	317,731	
Beginning Balance	-	-		-	-	
Ending Balance	-	-		-	317,731	

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

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Working Cash Fund**

	<b>Audited 2009-2010</b>	<b>Fiscal to Date December 31 2009</b>	<b>%</b>	<b>Original Budget 2010-2011</b>	<b>Fiscal to Date December 31 2010</b>	<b>%</b>
<i>Receipts</i>						
Property Taxes	1,091,083	516,955	47.4%	1,045,305	410,742	39.3% 1
Other Local Sources	129,470	83,187	64.3%	69,485	20,975	30.2%
	<u>1,220,553</u>	<u>600,142</u>	49.2%	<u>1,114,790</u>	<u>431,717</u>	38.7%
<i>Expenditures</i>						
Transfers	-	-	N/A	-	-	N/A
	<u>-</u>	<u>-</u>	N/A	<u>-</u>	<u>-</u>	N/A
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	1,000,000	1,000,000	100.0%	-	-	N/A
Transfers	(1,000,000)	-	0.0%	-	-	N/A
	<u>-</u>	<u>1,000,000</u>		<u>-</u>	<u>-</u>	
Change in Fund Balance	1,220,553	1,600,142		1,114,790	431,717	
Beginning Balance	5,300,950	5,300,950		6,521,503	6,521,503	
Ending Balance	<u>6,521,503</u>	<u>6,901,092</u>		<u>7,636,293</u>	<u>6,953,220</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**Tort Immunity Fund**

	<b>Audited 2009-2010</b>	<b>Fiscal to Date December 31 2009</b>	<b>%</b>	<b>Original Budget 2010-2011</b>	<b>Fiscal to Date December 31 2010</b>	<b>%</b>
<i>Receipts</i>						
Property Taxes	1,263,583	610,537	48.3%	1,104,552	410,710	37.2% 1
Other Local Sources	38,162	22,014	57.7%	20,076	5,612	28.0%
	<u>1,301,745</u>	<u>632,551</u>	48.6%	<u>1,124,628</u>	<u>416,322</u>	37.0%
<i>Expenditures</i>						
Support Svcs. - Admin.	869,427	652,830	75.1%	1,121,112	662,978	59.1%
	<u>869,427</u>	<u>652,830</u>	75.1%	<u>1,121,112</u>	<u>662,978</u>	59.1%
Change in Fund Balance	432,318	(20,279)		3,516	(246,656)	
Beginning Balance	1,917,776	1,917,776		2,350,094	2,350,094	
Ending Balance	<u>2,350,094</u>	<u>1,897,497</u>		<u>2,353,610</u>	<u>2,103,438</u>	

1. Property tax bills were not sent out until mid November and collections are still behind last year. Several large distributions have been received in January.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2010**

**Dental Self Insurance Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Insurance Premiums	409,548	158,711	38.8%	452,853	157,047	34.7%
Other Local Sources	3,680	2,356	64.0%	2,000	483	24.2%
	<u>413,228</u>	<u>161,067</u>	<u>39.0%</u>	<u>454,853</u>	<u>157,530</u>	<u>34.6%</u>
<i>Expenditures</i>						
Staff Services	<u>407,364</u>	<u>159,138</u>	<u>39.1%</u>	<u>452,853</u>	<u>167,158</u>	<u>36.9%</u>
Change in Fund Balance	5,864	1,929		2,000	(9,628)	
Beginning Balance	<u>143,399</u>	<u>143,399</u>		<u>149,263</u>	<u>149,263</u>	
Ending Balance	<u>149,263</u>	<u>145,328</u>		<u>151,263</u>	<u>139,635</u>	

**Medical Self Insurance Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Insurance Premiums	4,732,751	2,095,748	44.3%	5,577,698	2,835,274	50.8%
Other Local Sources	52,274	33,126	63.4%	20,000	8,994	45.0%
	<u>4,785,025</u>	<u>2,128,874</u>	<u>44.5%</u>	<u>5,597,698</u>	<u>2,844,268</u>	<u>50.8%</u>
<i>Expenditures</i>						
Staff Services	<u>4,541,907</u>	<u>1,533,317</u>	<u>33.8%</u>	<u>5,577,698</u>	<u>1,956,422</u>	<u>35.1%</u>
Change in Fund Balance	243,118	595,557		20,000	887,846	
Beginning Balance	<u>1,594,968</u>	<u>1,594,968</u>		<u>1,838,086</u>	<u>1,838,086</u>	
Ending Balance	<u>1,838,086</u>	<u>2,190,525</u>		<u>1,858,086</u>	<u>2,725,932</u>	

**Self-Insurance Workers' Comp Fund**

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2010</u>	<u>%</u>
<i>Receipts</i>						
Insurance Premiums	-	-	N/A	-	-	N/A
Other Local Sources	-	-	N/A	-	-	N/A
Transfers	-	-	N/A	-	-	N/A
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
<i>Expenditures</i>						
Staff Services	<u>-</u>	<u>-</u>	<u>N/A</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
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 L. Witham

DATE: January 27, 2011

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

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

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

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the attached resolution authorizing the preparation of an Amended Budget for 2010 – 2011.

ROLL CALL VOTE

AGENDA ITEM VIII. D.

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

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

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

**APPROVED:**

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

**ATTEST:**

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



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

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

## **NOTICE OF PUBLIC HEARING**

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

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

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

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

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

TO: Board of Education

FROM: Cheryl L. Witham

DATE: January 27, 2011

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

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the attached resolution authorizing the preparation of a Tentative Budget for FY 2011 – 2012.

ROLL CALL VOTE

AGENDA ITEM VIII. E.

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

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

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

**APPROVED:**

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

**ATTEST:**

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

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

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

TO: Board of Education

FROM: Cheryl L. Witham

DATE: January 27, 2011

RE: PMA Investment Update and CDARS Deposit Placement Agreement

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**BACKGROUND**

Laura Pauli from PMA attended the Finance meeting and presented the Oak Park & River Forest High School investments, Series Pools and the CDARS Deposit Placement Agreement.

**SUMMARY OF FINDINGS**

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the CDARS Deposit Placement Agreement as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. F.

# CDARS® Deposit Placement Agreement

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To: Network Member

From: Promontory Interfinancial Network, LLC

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

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

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

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

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

# CDARS® Deposit Placement Agreement

You, the undersigned, and  
Cheryl Witham

OAK PARK RIVER FOREST HSD 200

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

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

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

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

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

## Section 1. Your Relationship With Us

### (a) Agency and Custodial Relationship

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

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

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

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

### (b) Fees

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

### (c) Limits on Placements

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

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

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

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

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

**(e) APY**

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

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

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

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

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

**Section 2. Promontory**

**(a) General**

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

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

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

**(b) CDARS Reciprocal Transaction**

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

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

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

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

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

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

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

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

**Section 3. Placement Procedures**

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

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

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

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

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

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

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

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

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

**(c) List of Insured Institutions**

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



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

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

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

**(e) Approval of Proposed Placements**

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

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

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

**(f) Your Consent to Placement**

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

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

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

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

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

**(h) Additions and Early Withdrawal**

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

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

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

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

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

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

**(j) Preauthorized Re-submission**

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

**(k) No Physical Certificates**

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

**Section 4. Important Considerations**

**(a) Compare Features**

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

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

**(b) Uninsured Deposits With Us**

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

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

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

**(d) Reinvestment Risk**

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

**(e) Investment Restrictions**

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

**Section 5. FDIC Insurance Information**

**(a) Deposit Insurance Coverage**

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

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

**(b) Government Unit Deposits**

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

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

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

**(c) Deposit Insurance Payments**

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

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

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

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

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

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

**Section 7. Confidentiality of Information**

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

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

### Section 8. Disputes

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

### Section 9. Miscellaneous

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

This agreement:

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

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

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

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

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

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

### DEPOSITOR(S)

Name of Depositor: OAK PARK RIVER FOREST HSD 200

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

Name: CHERYL WITHAM  
Title: Chief Financial Officer

Depositor Tax ID or Other Depositor ID: 36-6004391

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

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

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

Name:  
Title:

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

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

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

### DEPOSITORY INSTITUTION

(Print Name of Institution)

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

Name:  
Title:

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

### SCHEDULE 1

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

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

Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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Name of Institution	City and State	Routing or FDIC No.
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### SCHEDULE 2

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

This schedule contains important times and deadlines with respect to the placement of your funds. These times may change from time to time or on any particular Order Date or Order Allocation Date (which are currently the same business day), and we will inform you of any change in times, as applicable, before you submit your funds for placement. You may also obtain information about any changes to times set forth in paragraphs 2, 3 and 4 below or about any scheduling change resulting in the Order Allocation Date taking place on the business day immediately following an Order Date at [www.CDARS.com/products](http://www.CDARS.com/products).

1. Time and day by which your request to have your funds placed must be submitted: \_\_\_\_\_ on \_\_\_\_\_.
2. Time and day by which we must submit your Order to Promontory: 1:00 p.m. ET on the Order Date.
3. Time and day at or after which you may obtain the list of names of the Insured Institutions at which your funds are proposed to be placed: 3:00 p.m. ET on the Order Allocation Date.
4. Time and day by which you must inform us of the name or names of any proposed Insured Institution at which you do not want to make a deposit: 4:00 p.m. ET on the Order Allocation Date.
5. Time and day by which we must have your available funds on account: \_\_\_\_\_ on \_\_\_\_\_.

# Custodial Agreement

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

To: (Depository Institution)

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

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

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

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

\_\_\_\_\_ The undersigned (individual or partnership).

\_\_\_\_\_ Any of the following individuals. (List names and legal capacities.)

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

Michael English CEO of PMA Financial

Elizabeth English SVP of PMA Financial

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

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

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

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

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

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

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

## DEPOSITOR(S)

Name of Depositor: OAK PARK RIVER FOREST HSD 200

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

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

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

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

## DEPOSITORY INSTITUTION

\_\_\_\_\_  
(Print name of institution)

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

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

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

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

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

# CDARS

Certificate of Deposit Account Registry Service

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

DATE TO BE PLACED: December 23rd  
ACCOUNT CONTACT:

ACCOUNT OFFICER: Cheryl Witham  
COST CENTER:

### CLIENT INFORMATION

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

### ORDER INFORMATION

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

### CUSTOMER EXCLUSIONS

BANK	ROUTING NUMBER	CITY, STATE

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Relationship Manager \_\_\_\_\_ Officer # \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Additional Information \_\_\_\_\_

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

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



## **THE PRIVATE BANK**

### **SUPPLEMENT TO THE CDARS DEPOSIT PLACEMENT AGREEMENT**

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

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

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

#### **DEPOSITOR(S)**

Name of Depositor: OAK PARK RIVER FOREST HSD 200

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

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

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

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

#### **DEPOSITORY INSTITUTION**

The PRIVATEBANK

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

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



## Important Information Regarding Certificate of Deposit Account Registry Service

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

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

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

### EARLY WITHDRAWAL PENALTY

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

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

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

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

Term of Certificate: 52 Weeks

Full Name of Customer: OAK PARK RIVER FOREST HSD 200

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

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

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

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

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

(08/01/08GB)

# OAK PARK AND RIVER FOREST HIGH SCHOOL

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

TO: Board of Education Finance Committee  
FROM: Michael Carioscio, Chief Information Officer  
DATE: January 27, 2011  
RE: Internet Bandwidth

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## BACKGROUND

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

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

## SUMMARY OF PROPOSAL

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

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

## RECOMMENDATION

As per our conversation at the Finance Committee meeting we recommend approval of the contract for increased internet bandwidth from Comcast.

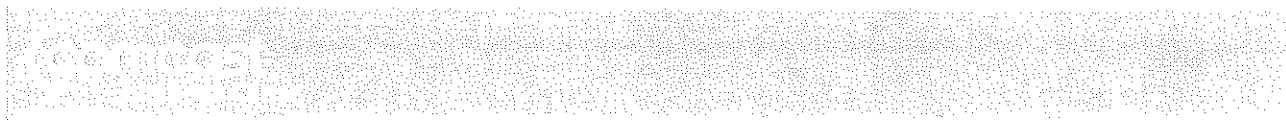
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Motion: Move to approve the Contract with Comcast for increased bandwidth.

Agenda Item No. VIII. G.

Roll Call Vote





Comcast Business Communications, LLC

# NETWORK SERVICE PROPOSAL

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

Internet Services  
December 2nd, 2010

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



## Transmittal Letter

December 2nd, 2010

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

Dear Mr. Carioscio,

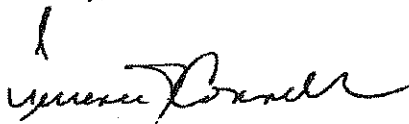
Comcast looks forward to a mutually rewarding business relationship with Oak Park River Forest High School and its representatives. Comcast Business Communications, LLC ("Comcast") is pleased to provide this proposal (the "proposal") to Oak Park River Forest High School ("Oak Park River Forest High School")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

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

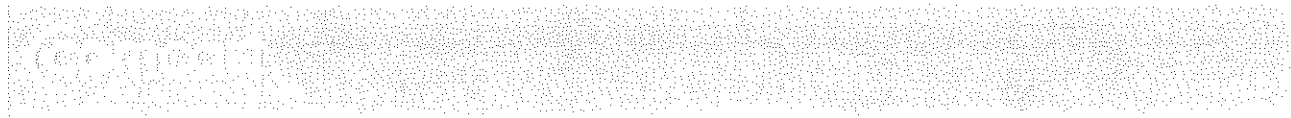
As you proceed in the selection process, please feel free to contact your Strategic Enterprise Account Executive, David Egan, at 312-576-4768, with any questions, comments, or concerns.

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

Sincerely,



Terrence J. Connell  
Vice President  
Comcast Business Communications, LLC



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## Executive Summary

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

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

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

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

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

This proposal is valid for 60 days.

## Solution Overview

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

### Comcast Ethernet Dedicated Internet Service

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

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

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

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

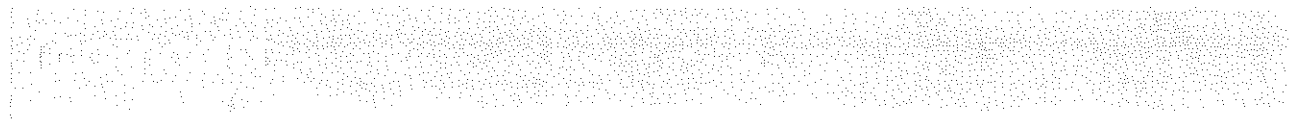
Finally, Comcast will supply dedicated access to the Internet using Comcast's Ethernet Dedicated Internet Service (EDIS). EDIS is a symmetrical, dedicated Internet access service provisioned on an Ethernet platform that is easy and fast to upgrade. Comcast will provision Internet connectivity for the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

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

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

## Summary

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

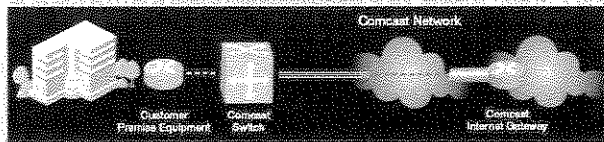


With Comcast you will receive a trusted data transport solution from the largest broadband provider offering unparalleled flexibility in configurations and pricing. Combine our years of commercial experience with leading edge innovative technology and service capabilities and differentiation among networking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

# Technical Specifications

## Service Description

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



## Section 1: Technical Specifications

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

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

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

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

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

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

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

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

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

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

## Section 2: Monitoring, Technical Support and Maintenance

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

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

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

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

## Section 3: Service Level Objectives

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

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

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

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

#### Section 4. Customer Responsibilities

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

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

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

#### Section 5. Comcast BGP Policy

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

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

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

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

5.3 Customers must use a router that supports BGPv4.

- a. Comcast will not run BGP4 with customers connected on a link with less than 2Mbps bandwidth.
- b. Customers are responsible to ensure their peering routers have adequate CPE processing power and memory space if a full Internet table is requested.
- c. Comcast will employ all best-known practices to establish, maintain, and troubleshoot BGP4 sessions with all BGP4 compliant router vendors. However, Comcast makes no warranty that it can establish and maintain a BGP4 session with any CPE due to vendor interoperability.

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

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

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

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

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

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

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

5.10 Comcast does not alter any of its BGP4 configurations, including route-maps, filter-policies, and communities, for any individual customer, but rather will dynamically alter BGP policy dependent on the customers' employment of predefined Comcast BGP communities. This ensures the Comcast network is built and maintained in a strategic, organized, and efficient fashion and reduces mean-time-to-repair for BGP related trouble.



## **Solution Provisioning and Project Plan**

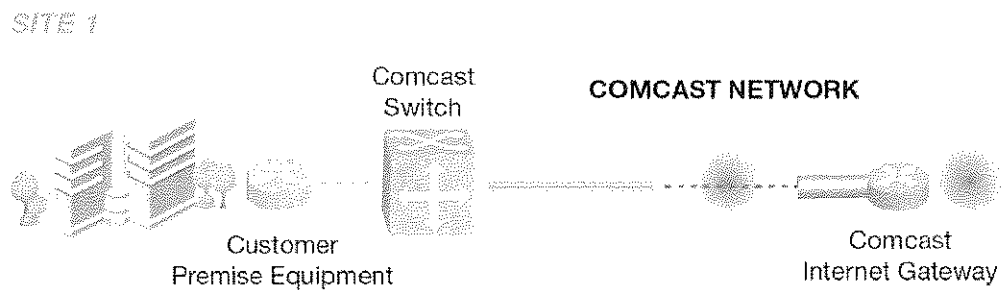
Typical site installations may take anywhere from 90 to 180 days for completion. Throughout the duration of the project a dedicated Comcast account team will be in contact providing status and answering any questions you may have.

### **Overall Project Milestones**

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

## Network Diagram

Logical drawing



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



## **Serviceable Sites**

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

## Company Background

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

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

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

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

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

## Financial Qualifications

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

## **E-Rate Support**

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

### **Working Knowledge of USF**

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

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

143003990 - Services provided by Comcast Business Communications, LLC.

### **Agreement of Participation**

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

### **Information and Documentation**

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

### **Reimbursement Process**

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

## Operations

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

### Network Operations

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

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

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

### NOC End user support and Escalation Procedures

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

## Comcast Escalation Procedures

### Business Hours

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

### Non-Business Hours

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

### Priority Definition

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

### Service Level Objectives

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

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

## Network Management Reporting

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

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


### Field Operations

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

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



# Certificate of Insurance

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/03/2009	
PRODUCER MARSH USA INC. TWO LOGAN SQUARE PHILADELPHIA, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360			THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
05194 -ALL-GAWJ-09-10 COM PHIL PA NO NO			<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> COMCAST CORPORATION 1701 JFK BLVD., 49TH FLOOR PHILADELPHIA, PA 19103			INSURER A: ACE American Insurance Company INSURER B: ACE Property And Casualty Ins Co INSURER C: Indemnity Ins Co Of North America INSURER D: INSURER E:		22867 20899 43575
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JECT <input type="checkbox"/> LOC.	XSL G24936855	12/01/2009	12/01/2010	EACH OCCURRENCE \$ 4,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,900,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08581447 (AOS)	12/01/2009	12/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B	<input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	XOO G24574266	12/01/2009	12/01/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WLR C4 5707064 (AOS)	12/01/2009	12/01/2010	<input checked="" type="checkbox"/> WE STATU <input type="checkbox"/> OTH TOBY LIMITS <input type="checkbox"/> E. R.
A	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	WLR C45707040 (CA)	12/01/2009	12/01/2010	E.L. EACH ACCIDENT \$ 2,000,000
A	OFFICER/MEMBER EXCLUDED? N	WLR C45707052 (MN)	12/01/2009	12/01/2010	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	SCF C45707076 (WI)	12/01/2009	12/01/2010	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	OTHER EXCESS AUTO LIABILITY	XSA H08583365	12/01/2009	12/01/2010	LIMIT \$5,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS *SAMPLE CERTIFICATE* \$100,000 PER OCCURRENCE SELF INSURED RETENTION APPLIES ONLY TO THE ABOVE GENERAL LIABILITY POLICY.					
<b>CERTIFICATE HOLDER</b> COMCAST CORPORATION 1500 MARKET STREET PHILADELPHIA, PA 19102		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary Radaszewski		Mary Radaszewski	
ACORD 25 (2009/01)		© 1998-2009 ACORD CORPORATION. All Rights Reserved The ACORD name and logo are registered marks of ACORD			

## General Reference Information

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

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

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

### Corporate Officers

Terrence Connell  
Vice President

Steve Flaks  
Vice President

Kevin O'Toole  
Vice President

### Accounting & Disbursements

Kelly Jennings  
Business Operations Manager

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

### Bank Contact

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

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

### Trade References

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

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

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

## Proposal Pricing

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

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

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

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

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

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

Taxes, Surcharges, and Other Similar Charges (Miscellaneous)

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

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

# Network Service Agreement

## Comcast Enterprise Services

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

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

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

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

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

### Comcast Business Communications, LLC

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

# COMCAST BUSINESS COMMUNICATIONS, LLC GENERAL TERMS AND CONDITIONS

## SECTION 1 - SCOPE OF SERVICE

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

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

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

## SECTION 2 - INSTALLATION OF NETWORK

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 4 - COMPENSATION; PAYMENT

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

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

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

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

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

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

## **SECTION 5 - TERM**

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

## **SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT**

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

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

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

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

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

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

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

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

#### **SECTION 7 - SERVICE RESPONSE TIMES**

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

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

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

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

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

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

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

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

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

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

#### **SECTION 9 - INDEMNIFICATION**

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

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

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

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

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

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

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

#### **SECTION 10 - INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

#### **SECTION 17 – NOTICES**

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

**To Customer:**  
Attn:

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

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

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

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

#### **SECTION 19 – CHOICE OF LAW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## References

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

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

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

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

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

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

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

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

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

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



## **Comcast Account Team**

### **Commercial Matters**

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

### **Technical Matters**

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

### **General Manager**

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

SCHEDULE A  
BUILDINGS, SERVICES AND PRICING

Date: 12/2/2010

1 Site 50 Mbps EDI

Short Description of Service:

Term: 60 MONTHS

DATA NETWORK SERVICES - PAGE 1

Line	Service Element	Description	Location A*	Location Z*	Tax/Jurisdiction	Qty	MRC		NRC	
001	Internet Access Network Interface	50 Mbps	Oak Park River Forest H	-	INTERSTATE	1	\$658.43	\$658.43	\$0.00	
002		50 Mbps	Oak Park River Forest H	-	INTERSTATE	1	\$1,436.57	\$1,436.57	\$0.00	
003	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
004	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
005	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
006	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
007	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
008	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
009	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
010	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
011	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
012	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
013	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
014	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
015	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
016	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
017	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
018	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
019	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
020	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
021	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
022	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
023	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
024	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
025	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
026	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
027	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
028	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
029	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
030	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
031	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
032	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
033	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
034	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
035	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	
* Building Location Detail Attached							PAGE 1 DATA NETWORK SERVICES SUBTOTAL:			\$2,095.00
ACCOUNT REPRESENTATIVE							PAGE 2 DATA NETWORK SERVICES SUBTOTAL:			\$0.00
SALES ENGINEER							PAGE 3 DATA NETWORK SERVICES SUBTOTAL:			\$0.00
							ADDITIONAL CUSTOM INSTALLATION CHARGES:			\$0.00

CUSTOMER NAME

NAME

TITLE

DATE

TOTAL MONTHLY RECURRING CHARGES: \$2,095.00

TOTAL NONRECURRING CHARGES: \$0.00

Note: The prices included on this sales order do not include any local, state or federal fees, charges, or taxes that may apply. Please refer to the Comcast Master Service Agreement for specific detail regarding such charges.

## SCHEDULE B - BUILDING LOCATION DETAIL

### CUSTOMER AUTHORIZATION

PRINT NAME

DATE

12/2/2010

### BILLING LOCATION INFORMATION

Main Account / Billing Name Oak Park River Forest High School  
County Cook  
Street Address 201 Scoville Ave.  
City Oak Park  
State IL Zip 60302  
Tax Exempt? Yes  
Billing Interval: Monthly

Special Instructions:

Billing Contact Name: Mike Carioscio  
Billing Contact email: mcarioscio@oprfs.org  
Billing Contact phone: (708) 434-3220  
Billing Contact fax: \_\_\_\_\_  
Billing Contact pager: \_\_\_\_\_  
Network Solutions GL: \_\_\_\_\_  
Cable System GL: \_\_\_\_\_

### SERVICE LOCATIONS

Site Name Oak Park River Forest High School  
County \_\_\_\_\_  
Street Address 201 Scoville Ave.  
Floor \_\_\_\_\_  
City Oak Park  
State IL  
Zip Code 60302

Technical / Local Contact: Mike Carioscio  
Local Contact email: mcarioscio@oprfs.org  
Local Contact phone: (708) 434-3220  
Local Contact fax: \_\_\_\_\_  
Local Contact mobile / pager: \_\_\_\_\_

Site Name \_\_\_\_\_  
County \_\_\_\_\_  
Street Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip Code \_\_\_\_\_

Technical / Local Contact: \_\_\_\_\_  
Local Contact email: \_\_\_\_\_  
Local Contact phone: \_\_\_\_\_  
Local Contact fax: \_\_\_\_\_  
Local Contact mobile / pager: \_\_\_\_\_

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

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

TO: Board of Education

FROM: Cheryl L. Witham

DATE: January 27, 2011

RE: NIIPC Commodity Foods and Selected Commercial Foods Contract RFP

---

**BACKGROUND**

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

**SUMMARY OF FINDINGS**

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

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

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

The possible points for each of the following categories:

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

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

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

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

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

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

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

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

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To award the following products individually to the following vendors: **JTM** will be awarded: the 3.2oz Beef Patty. **Pierre** will be awarded: 2.60oz Beef Patty. **Land O'Lakes** will be awarded: Shredded Mozzarella Cheese, String Cheese and Individual Cheddar Cheese 1oz stick. **Bongards** will be awarded: Sliced American Cheese, Shredded Cheddar Cheese, Individual Cheddar Cheese Sauce Cups and Individual Nacho Cheese Sauce Cups and the vendors and products as presented above.

ROLL CALL VOTE

AGENDA ITEM VIII. H.

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

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

TO: Board of Education

FROM: Michael Carioscio

DATE: January 27, 2011

RE: Konica Contract - Copier Replacement Lease

---

**BACKGROUND**

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

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

**SUMMARY OF FINDINGS**

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

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the amended lease as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. I.



**1 LEASE AGREEMENT** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacement, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement or the Agreement will be canceled and we or our designee will repossess the Equipment. The "Billing Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a prorated amount of 1/20th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement shall be binding on you and your successors and assigns. (a) ~~Leases with \$1.00 purchase options will not be renewed. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.~~

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

**3 MAINTENANCE AND SUPPLIES** The charges established by this Agreement include payment for the use of the despatched Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner developer, copy cartridges and pin kits. All supplies are the property of Supplier until used. If Your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, You agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter, click and varies by page size as follows: 8.5 x 11 = 1 click, 11 x 17 = 2 clicks, 18 x 27 = 3 clicks, 27 x 35 = 4 clicks and 36 x 47 = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine remedial and preventive maintenance service as well as minor parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

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

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

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

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

**8. COLLATERAL PROTECTION AND INSURANCE.** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without self or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee, (2) obtain liability and third party property damage insurance naming us as an additional insured, and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days' written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and (b) to obtain insurance covering our interest (and only our interest) in the Equipment for the term of any time in that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we or one of our affiliates may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0025 of the original equipment cost to cover our credit risk, administrative costs and other costs and on which we may make a profit if you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This Indemnity survives the expiration or termination of this Agreement.

10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the amount property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable laws.

11. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment.

12. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or either party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If you are ever in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and/or void the Customer Confidence Guaranty, (b) reless your security deposit, (c) terminate or cancel the Agreement and require that you pay AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Monthly Payments (for other periodic payments) and charges, (ii) the present value of all remaining Monthly Payments (for other periodic payments) and charges, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (for any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement, including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (409-522) of the UCC.

13. **UCC FILING:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. **SECURITY DEPOSIT:** The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

16. **LESSEE GUARANTY:** You agree to submit the original of the Agreement documents with the security deposit to the Lessor via overnight courier the same day of the facsimile or electronic mail transmission of the signed lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a faxed or electronically mailed signed copy of this Agreement and the faxed or electronically mailed copy containing your faxed or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.

17. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. ALUE end of the meter reading shall be the basis for the estimate. YOU AGREE THAT THE ESTIMATE SHALL BE THE BASIS FOR THE BILLING AND THAT YOU SHALL NOT CHALLENGE THE ESTIMATE OR THE BILLING.

18. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software; b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement; c) You have selected such software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

24712 - 01/11/2010



KONICA MINOLTA

## Premier Advantage Agreement

For office use only (Check one): ☒ Branch ☐ Windsor ☐ Windsor CommercialS00035003  
01/13/11 05:30 pm

APPLICATION NUMBER

AGREEMENT NUMBER

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

## CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
OAK PARK RIVER FOREST HIGH SCHOOL			201 SCOVILLE MIKE CARIOSCIO	
CITY	STATE	ZIP	PHONE*	FAX
OAK PARK	IL	60302	708 434 3910	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
			TKEELEY@OPRFHS.ORG	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

201 SCOVILLE AVENUE MIKE CARIOSCIO OAK PARK IL 60302

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

## CUSTOMER CONFIDENCE GUARANTEE

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



## MAKE/MODEL NO./ACCESSORIES

## SERIAL NO.

## STARTING METER

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

☐ See attached schedule for additional Equipment / Accessories

## TERM AND PAYMENT SCHEDULE

<u>16</u> (mos.)	Monthly Payments of \$ <u>4,443.50</u> (plus applicable taxes)	Security Deposit \$ <u>0.00</u> (plus applicable taxes)
Payment includes <u>500,000</u>	B&W pages per month	Overages billed MONTHLY at \$ <u>0.003500</u> per B&W page
Payment includes _____	Color pages per month	Overages billed MONTHLY at \$ _____ per Color page

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

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

## LESSOR ACCEPTANCE

Konica Minolta Premier Finance		
DATED	LESSOR	SIGNATURE TITLE

## CUSTOMER ACCEPTANCE

OAK PARK RIVER FOREST HIGH SCHOOL		X
DATED	FULL LEGAL NAME OF CUSTOMER (as referenced above)	SIGNATURE TITLE

FEDERAL TAX I.D. #

PRINT NAME

## CONTINUING GUARANTY

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

X	
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES) DATED

See reverse side for additional terms and conditions

Check Applicable Box

☐ Purchase

☒ Lease

☐ Other:

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

Requested Delivery Date: 01/31/2011

**Maintenance Contract**      ☐ Accepted      ☐ Declined

[illegible][illegible]

### Additional Charges

### Additional Charges

TOTAL

(TOTAL is exclusive of applicable taxes)

## Pick-Up

Requested Removal Date: 01/31/2011

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1		XEROX 6135	W11034212

## Comments

INCLUDES BUYOUT, FOR LEASE 008-2262681-000, TO LEASE COMPANY BANK OF AMERICA

\* Contract includes staples and glue pellets

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

Customer Name \_\_\_\_\_

KMBS Representative

Signature \_\_\_\_\_

KMBS Manager

Title

Date \_\_\_\_\_



## LEASE REIMBURSEMENT / REBATE

Company Name: OAK PARK RIVER FOREST HIGH SCHOOL  
Address: 201 SCOVILLE TIM KEELEY MIKE CARIOSCIO  
City: OAK PARK State: IL Zip Code: 60302

☒ Lease Reimbursement

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

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

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

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

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

## Comments:

ALL REMAINING OBLIGATIONS TO BE FULFILLED BY KONICA MINOLTA

☐ Rebate

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

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

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

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

## Customer

Name \_\_\_\_\_  
Please print

Signature \_\_\_\_\_  
Date

Title \_\_\_\_\_

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

Name \_\_\_\_\_  
Please print

Signature \_\_\_\_\_  
Date

Title KMBS Representative

Name \_\_\_\_\_  
Please print

Signature \_\_\_\_\_  
Date

Title KMBS Branch Manager / Director of Sales



## EQUIPMENT REMOVAL AUTHORIZATION

Company Name: OAK PARK RIVER FOREST Make \_\_\_\_\_ Model XEROX 6135 Serial # W11034212  
HIGH SCHOOL Make \_\_\_\_\_ Model \_\_\_\_\_ Serial # \_\_\_\_\_  
Make \_\_\_\_\_ Model \_\_\_\_\_ Serial # \_\_\_\_\_  
Make \_\_\_\_\_ Model \_\_\_\_\_ Serial # \_\_\_\_\_

☐ Customer Owned Asset:

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

Customer  
Name \_\_\_\_\_  
Please print  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_

Konica Minolta Business Solutions U.S.A., Inc.  
Name \_\_\_\_\_  
Please print  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_

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

- ☒ Trade-up with Return KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to the customer.
- ☐ Upgrade to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ Buyout to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ End of Lease Return Asset belongs to the Lease Company. KMBS will ship back to the Lease Company and invoice customer \$ \_\_\_\_\_. It is the responsibility of the Customer to first provide Return Authorization and shipping instructions to KMBS.

## Comments:

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

Customer  
Name \_\_\_\_\_  
Please print  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_

Konica Minolta Business Solutions U.S.A., Inc.  
Name \_\_\_\_\_  
Please print  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_

## LEASE COMPANY USE

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

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

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



## MyKMBS.COM ACCESS REQUEST

Customer Name: OAK PARK RIVER FOREST HIGH SCHOOL

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

New or Existing Customer: ☐ New ☒ Existing

SAP Account #: \_\_\_\_\_  
Required if existing

Serial Number(s):	1 _____	4 _____	7 _____
<small>(1 - 100, all 4 must enter)</small>	2 _____	5 _____	8 _____
	3 _____	6 _____	9 _____

USER

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

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

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

First Name: MIKE

Required

Last Name: CARIOSCIO

Required

Email: MCARIOSCIO@OPRFHS.ORG

Required

USER

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

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

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

First Name: TIM

Required

Last Name: KEELEY

Required

Email: TKEELEY@OPRFHS.ORG

Required

USER

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

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

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

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

Required

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

Required

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

Required

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

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

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

meterreads@kmbs.konicaminolta.us activation@kmbs.konicaminolta.us extranet@kmbs.konicaminolta.us

KMBS

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

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

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

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

If Applicable

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

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

COMMENTS

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

TO: Board of Education  
FROM: Lauren M. Smith, Director of Human Resources  
DATE: January 27, 2011  
RE: Policies ACTION

Following the December 16, 2010 Board of Education meeting, the following policy was sent to the Alumni Association, APPLE, Boosters, Citizens' Council, the Concert Tour Association, PTO, Student Council, Faculty Senate, and the Instructional Council for their review and comment. To date, no comments have been received. It was the consensus of the Policy, Evaluation and Goals Committee (PEG) members to recommend it for second reading and action with the editorial change to clarify what positions are classified as certified.

**Policy 4113, Certified Personnel – Certification**

On January 20, 2011, the Policy Evaluation and Goals (PEG) Committee members recommended that the Board of Education approve the following policy for first reading at its regular January Board of Education meeting. It was presented for amendment due to recent changes in Illinois as well as to have clearer language on the legal working ability of substitutes. As of today, the local Regional Offices are implementing new start requirements as represented in this policy. There has been an editorial change to the policy to clarify compensation for internal substitution by current professional staff.

**Policy 4122, Substitute Teachers**

**RECOMMENDATION**

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Motion: Move to:

- |    |   |        |
|----|---|--------|
| A. | Amend Policy 4113, Certified Personnel-Certification        | Action |
| B. | Approve Policy 4122, Substitute Teachers, for First Reading | Action |

Roll Call Vote

Agenda Item No. IX. A-B.



## Policy 4113, CERTIFIED PERSONNEL - CERTIFICATION

Certified staff members (CSM), which may include speech therapist, social workers, certified nurses, deans, counselors, and administrative positions as identified by selected roles and responsibilities, must hold a State of Illinois certificate valid for their school assignments and must provide evidence of meeting the qualifications of the State of Illinois, as listed in "The Illinois Program for Evaluation, Supervision, and Recognition of Schools," or the North Central Association, whichever has the greater requirement.

The following qualifications apply:

1. Each CSM must:

a. Have a valid Illinois certificate that legally qualifies the to perform the duties for which the he or her is employed, including but not limited to classroom teaching assignments.

b. Provide the District Office with a complete transcript of credits earned in institutions of higher education.

c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the District Office with a transcript of any credits earned since the date the last transcript was filed.

d. Notify the Superintendent of any change in the CSM's transcript.

e. Certified staff members shall be responsible for notifying the District of and providing documentation for any additional credits or degrees or certificates earned throughout their employment with the District. The District shall have the right to rely on the information contained in a certified staff member's file when making reduction-in-force decisions.

2. All CSM with primary responsibility for instructing students in the core academic subject areas (science, the arts, reading or language arts, English, history, civics and government, economics, geography, foreign language, and mathematics) must be highly qualified for those assignments as determined by State and federal law.

The Superintendent or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be

appropriately certified and *highly qualified* for their assignments;

2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and

3. Ensure parents/guardians of students in schools receiving Title I funds are notified: (a) of their right to request their students' classroom teachers' professional qualifications, and (b) whenever their child is assigned to, or has been taught for 4 or more consecutive weeks by, a teacher who is not *highly qualified*.

Amended Date(s):

Adopted Date: September 22, 1994

Review Date:

Legal Ref.:

LEGAL REF.: 20 U.S.C. §§6319.

34 C.F.R § 200.55, -56, -57 and 61.

105 ILCS 5/10-20.15, 5/21-1, 5/21-10, 5/21-11.4, and 5/24-23.

23 Ill.Admin.Code §1.610 et seq., §1.705 et seq., and Part 25.

}

Related Policies:

Related Instructions and Guidelines:

CROSS REF.: 6:170 (Title I Programs)

## Policy 4122, SUBSTITUTE TEACHERS

~~A list of qualified substitute teachers will be maintained in the Personnel Office. Such teachers will be paid on a daily rate schedule adopted by the Board of Education.~~

The Superintendent may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold a valid teaching or substitute certificate and present a certificate of authorization from the Regional Superintendent showing that he or she is approved to substitute teach. Substitute teachers with a substitute certificate may teach only when an appropriate, fully-certificated teacher is unavailable.

A substitute teacher may teach only for a period not to exceed 90 paid school days or 450 paid school hours in any one school district in any one school term. However, a teacher holding an early childhood, elementary, high school, or special certificate may substitute teach for a period not to exceed 120 paid school days or 600 paid school hours in any one school district in any one school term, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

The School Board establishes a daily rate of pay for substitute teachers. Substitute teachers receive only monetary compensation for time worked and no other benefits.

If members of the professional staff are assigned as substitutes during one of their unscheduled periods, they will be paid according to the agreed upon internal substitute rate schedule adopted as reflected in the Faculty Senate and the by the Board of Education's Collective Bargaining Agreement.

Amended Date(s): May 15, 1975; July 18, 197;  
Adopted Date: September 23, 1968  
Review Date:  
Law Reference: 23 Ill.Admin.Code §1.790;105 ILCS 5/21-9; 24-5.

Related Policies:  
Related Instructions  
And Guidelines:  
Cross Ref.:

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

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

TO: Board of Education  
FROM: Cheryl L. Witham  
DATE: January 27, 2011  
RE: Acceptance of Donations and Gifts

---

**BACKGROUND**

All gifts and donations are presented to the Board of Education as received.

**SUMMARY OF FINDINGS**

Dr. Meghan Flannery, M.D. (Class of 1977) donated a 2010 Physicians' Desk Reference to the Oak Park and River Forest H. S. Nurse's office.

Ms. Lisa Pint donated 6 gallons of paint, 3 quarts of stain and assorted smaller quantities of paint to the Oak Park and River Forest H. S. Theatre department.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To accept with gratitude the gifts as presented.

ROLL CALL VOTE

AGENDA ITEM X. A.

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

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

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: January 27, 2011

RE: Contract for Architectural Services

---

**BACKGROUND**

The District issued an RFQ for Architectural Services and selected Legat Architects as the new Architect of Record for the District. It is necessary to begin the relationship with a clear contractual agreement between the District and the new architect.

As a result of recent events concerning the previous relationship, training and research conducted, the administration believed it would be best to find a legal counsel who specialized in construction agreements. The District secured the services of Mr. Ken Florey with Robbins Schwartz Nicholas Lifton and Taylor, Ltd.

Mr. Florey has provided valuable counsel regarding the proper relationships between the District and its consultants and contractors in constructions projects. The District needs to enhance its rights and strengthen language regarding responsibilities in its contract language.

**SUMMARY OF FINDINGS**

Mr. Florey is in the process of negotiating a contract which will clearly lay out the duties and responsibilities between the architect and a future construction manager. We are also seeking contract language that will strengthen the District's position.

The parties continue to negotiate the terms of the contract. We will provide an update for the Board in advance of the meeting on Thursday, if progress has been made.

Time is of the essence due to the short time frame in which to prepare for the summer 2011 projects. We are requesting the Board to allow negotiations to continue at this time because we believe it will ultimately benefit the District.

**RECOMMENDATIONS**

**MOTION:** To approve the Contract for Architectural Services.

**ROLL CALL VOTE**

**AGENDA ITEM X. B.**

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

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

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

DRAFT

# AIA® Document B101™ - 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:  
(Name, address and other information)

Oak Park and River Forest (High School) District 200

and the Architect:  
(Name, address and other information)

Legal Architect  
2015 Spring Road, Suite 175  
Oak Brook, Illinois 60121

for the following Project  
(Name, location and detailed description)

2011 Renovation

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

*As set out in Owner's RFO or TBD*

.2 Substantial Completion date:

*As set out in Owner's RFO or TBD*

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

§ 1.4 The Owner is engaging a Construction Manager in an "at risk" capacity. All references in this Agreement to "Contractor" shall also mean "Construction Manager."

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances performing architectural services for school districts. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. No other provision of this Agreement (or any document incorporated herein, or of any document binding upon the parties) shall be effective to the extent that it abridges or abrogates the standard of care set forth in this Section, regardless of the apparent specificity of the modifying provision.

§ 2.2.1 The Architect shall engage sub-consultants for portions of the Services as deemed necessary by the Architect. All services, whether performed by the Architect directly, or by sub-consultants shall be performed with the same standard of care provided in Section 2.2 of this Agreement.

§ 2.2.2 The Architect shall perform all Services in accordance with the professional standard of care relative to all applicable federal and state laws, as well as rules, regulations and specifications adopted by the Illinois State Board of Education, the Illinois Department of Public Health, and any other agency with authority over the construction or rehabilitation of school facilities.

§ 2.3 Prior to commencement of services hereunder, ~~the~~ The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement: ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:~~  
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence / Aggregate \$1,000,000/\$2,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

Each Accident \$500,000

.4 Professional Liability

Each Occurrence / Aggregate \$1,000,000

§ 2.5.1 Additional insurance requirements are found in Article 10 of this Agreement.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, ~~and electrical engineering, and other services necessary for the complete design of, and preparation of construction documents for, the Project.~~ Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.



§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants, if any. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner ~~if the Architect becomes aware of any error, omission or inconsistency in such services or information.~~

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants (if any), and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Architect shall prepare the Construction Documents in compliance with all applicable building codes, as well as all federal, state, and local laws. As necessary, Architect shall review each agreement between utility companies and the Owner to confirm that the proposed utility service capacity, equipment, entrance location(s) and routing path has been provided to meet the requirements of the project design.

§ 3.1.7 Upon becoming aware of any error or omission in the Construction Documents (whether during the bidding phase or construction phase) Architect shall promptly perform the necessary professional service to issue an addendum or change order, as the case may be, to correct or clarify errors, omissions, or ambiguities. Such service shall be performed by Architect without additional compensation.

§ 3.1.8 If Architect key personnel are identified in Architect's proposal, such personnel shall not be removed or replaced for services performed for the Project without Owner's prior express written Consent.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, if any, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, if any, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design and comments thereupon, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect ~~may~~shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Owner may approve the Schematic Design Documents subject to comments. The Architect shall consider and evaluate the comments for incorporation into subsequent portions of the of the Services hereunder.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Owner may approve the Design Development Documents subject to comments. The Architect shall consider and evaluate the comments for incorporation into subsequent portions of the Services hereunder.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 The Architect shall submit to Owner's attorneys for review and approval all agreements and conditions prepared for publication to bidders prior to publication and advertisement for bids.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 ~~It is anticipated that all construction work shall be publicly bid. Where public bidding is not required,~~ Architect shall assist with negotiated proposals. Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as amended. If the Owner and Contractor modify AIA Document A201-2007 subsequent to contract award, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,

sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.1.4** The Architect shall promptly make corrections to the Construction Documents, at no cost to the Owner, if any errors, omissions, or ambiguities are discovered during the Construction Phase.

**§ 3.6.1.5** The Architect shall conduct periodic progress meetings which shall include the Owner, the Architect, and appropriate prime contractors. The Architect shall record the meetings in written meeting minutes, which shall be distributed for review no more than two days following each meeting. Comments on the published meeting minutes shall be discussed as part of the following progress meeting. Each progress meeting shall cover, at a minimum, progress, new and old business, and quality. Notwithstanding, it is anticipated that the Contractor shall have separate meetings for its own purposes of planning and coordinating its own work.

### **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect, and its sub-consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent approved construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.1.1** On the basis of Architect's on-site construction observation, the Architect shall endeavor to keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall promptly notify the Owner of any defects or deficiencies in the Work observed by the Architect. The Architect shall submit a field report to the Owner for each week of site visits or for each site visit, whichever the Architect deems appropriate, and shall submit a copy to the Contractor.

**§ 3.6.2.2** The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness so as not to delay the progress of construction.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims ~~between by the Owner and Contractor~~ as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to the amount sought in the application for payment. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.1.1 The Construction Documents shall provide that each Prime Contractor submit a schedule of values prior to commencing its Work. The schedule of values, among other things, shall be used by the Architect as a basis for evaluating the applications for payment.

§ 3.6.3.1.2 The Architect shall determine whether Contractor's contractual prerequisites to payment have been satisfied for each Application for Payment; such as submission of Certified Payrolls, submission of Schedule of Values and submission of Lien Waivers properly executed by Subcontractors, among other things.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness so as not to delay the progress of the Contractor's Work. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor, and the Architect's responses thereto, in accordance with the requirements of the Contract Documents. The Architect shall also maintain a record of requests for information and responses thereto, and copies of the same.

### **§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor, review for compliance with the Contract Documents, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the punch list-list created after Substantial Completion, submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**§ 3.6.6.6** The Architect shall periodically review the Contractor's marked up as-built drawings to determine whether the Contractor is recording information as required in the Contract Documents. Before Final Completion, the Architect shall cause the as-built drawings to be transferred to the Owner.

## **ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** ~~Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 4.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)~~

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™ 2007)		
§ 4.1.10 Value Analysis (B204™ 2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed record drawings		
§ 4.1.15 As-constructed record drawings		
§ 4.1.16 Post-occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™ 2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™ 2007)		
§ 4.1.22 Commissioning (B211™ 2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™ 2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™ 2007)		
§ 4.1.27 Furniture, Finishings, and Equipment Design (B253™ 2007)		
§		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.1 The Owner may from time to time, without invalidating this Agreement, direct changes in the Architect's Services. The changes may include additions, deletions, or modifications to the Architect's Services. Upon receipt of a Direction for Change in Services, the Architect shall proceed promptly to enact the Change in Services. Concurrently, the Owner and Architect shall agree on an equitable adjustment in the Architect's Basis of Payment.


[illegible]



- ~~8~~ Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~9~~ Evaluation of the qualifications of bidders or persons providing proposals;
- ~~10~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- ~~11~~ Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- 1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- ~~2~~ Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- ~~3~~ Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- 6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- ~~2~~ ( ) visits to the site by the Architect over the duration of the Project during construction
- 3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 ( ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within time contemplated in Section 1.2, ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall, in consultation with the Architect, provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall, in consultation with the Architect, establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree in writing to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** ~~At the Architect's request,~~ The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** ~~The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil-bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.~~

**§ 5.6** ~~The Architect~~ ~~Owner~~ shall coordinate the services of ~~Owner's own~~ consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

**§ 5.7** The Owner shall, upon request of the Architect, furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.8** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.9** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Failure of the Owner to discover such defects, or to so notify the Architect, shall not relieve the Architect of any of its obligations hereunder.

**§ 5.10** Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

**§ 5.11** Before executing the Contract for Construction, the ~~Architect~~ ~~Owner~~ shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.12** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither

the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect, except as provided elsewhere in the Article.

**§ 6.3** In preparing estimates of the Cost of Work, the ~~Construction Manager~~ Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The ~~Construction Manager's~~ Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.~~

**§ 6.4** ~~If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

**§ 6.5** ~~If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

**§ 6.6** ~~If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

- ~~1. give written approval of an increase in the budget for the Cost of the Work;~~
- ~~2. authorize rebidding or renegotiating of the Project within a reasonable time;~~
- ~~3. terminate in accordance with Section 4.5;~~
- ~~4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or~~
- ~~5. implement any other mutually acceptable alternative.~~

**§ 6.7** ~~If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.4. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** ~~The Architect and the Owner warrants that in transmitting Instruments of Service, or any other information, the Architect-transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intends to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~

**§ 7.2** ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Provided that the Owner is not in default under this Agreement, all studies, reports, drawings, specifications, and other documents, whether in hardcopy or electronic form, prepared by Architect as part of the Services shall be deemed property of Owner.~~

**§ 7.3** ~~Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner is not in default substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section~~

permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's negligent use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall may endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. At the sole discretion of the Owner, all claims, disputes and other matters in question between any of the Architect, Owner, Contractor, Subcontractor or any material supplier arising out of, or relating to, agreements to which two or more of said parties are bound, or the Contract Documents or the breach thereof, except with respect to the Architect's decisions on matters relating to aesthetic effect, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining at the time of filing, as modified herein, unless the parties mutually agree otherwise. In any such arbitration, the arbitrator shall make separate findings as to liability and the amount of damages with respect to each party to the arbitration to the extent any liability or responsibility for damages exists. All parties which have an interest in the dispute shall be joined as parties to the arbitration. The Architect's sub-consultant agreements shall require such joinder. The arbitrator shall have authority to decide all issues between the parties including but not limited to procedural matters, claims for extras, delay and liquidated damages, matters involving defects in the Work, right to payment, whether matters decided by the Architect involve aesthetic effect and whether the necessary procedures for arbitration have been followed. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons, duly consented to by the parties, shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.2 The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by an applicable statute of limitations.

§ 8.3.3 All parties shall carry on their respective obligations, and perform their duties during any arbitration proceedings.

§ 8.3.4 In addition to the other rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the empanelling of the arbitrator, the arbitrator shall direct all parties to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to reasonable discovery procedures to be established by the arbitrator.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein. Similarly, the scope of discovery, and the extent of proceedings hereunder relating to discovery, shall be consistent with the parties' intent that the arbitration be conducted as expeditiously as possible.

§8.3.5 In the event of any litigation or arbitration between the parties hereunder, all reasonable attorneys' fees and other costs incurred shall be awarded to the prevailing party.

§ 8.3.4.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **§ 8.3.4 CONSOLIDATION OR JOINDER**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When If the Owner's suspension was for convenience rather than for cause, when the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois, place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. Exclusive Venue for resolution of all disputes shall lie in Cook County, Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended and included in the Construction Documents.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. There are no third party beneficiaries to this Agreement.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Architect shall submit valid certificates of insurance and, if requested, policies, in form and substance satisfactory to Owner evidencing the effectiveness of the insurance policies along with original copies of the amendatory riders to any such policies to Owner for Owner's approval before Architect commences the performance of any services hereunder.

§ 10.10 The Architect hereby agrees to maintain the insurance described in Article 2 herein during the duration the performance of all Services. If the Architect fails to furnish and maintain the specified insurance, the Owner may terminate the Agreement.

§ 10.11 Architect shall include the Owner as additional insured by causing amendatory riders or endorsements to be attached to the Commercial General Liability insurance policies described in this Agreement. The insurance coverage afforded under the Commercial General Liability policies shall be primary to any insurance carried independently by the Indemnitees (as identified in Section 10.12 below). Said amendatory riders or endorsements shall indicate that as respects the Indemnitees, there shall be severability of interests under said insurance policies for coverages provided under said insurance policies.

§ 10.12 To the fullest extent permitted by law, the Architect hereby agrees to indemnify and hold the Owner, its directors, members, officers, agents, and employees (collectively the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable attorneys' fees, that the Indemnitees may incur to the extent arising out of the negligent performance or breach of performance by the Architect of its duties and obligations under or pursuant to this Agreement.

§ 10.13 Time is of the essence of this Agreement.

§ 10.14 Architect understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Architect agrees to provide the District with the following:

- (1). Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
- (2). The Architect will provide the District, upon request, a copy of the criminal background check conducted on each such person.

In the event the Architect plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the District then in that event Architect will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event the Architect fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Architect, or caused by an employee of a subcontractor to the Architect, then in that event the Architect agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the District against any such claims.

## **ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

of actual construction cost for A/E design services

of actual construction cost for construction related services

Total of Actual Construction Cost



~~§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

§ 11.3 For all Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Percentage of Construction Cost.

~~§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ( ), or as otherwise stated below:~~

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent ( )	( )	%
Design Development Phase	percent ( )	( )	%
Construction Documents Phase	percent ( )	( )	%
Bidding or Negotiation Phase	percent ( )	( )	%
Construction Phase	percent ( )	( )	%
Total Basic Compensation	one hundred	percent ( 100 )	( ) %

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect and Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures authorized in advance by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one ( 1.0 ) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. The Architect's invoice shall be submitted in a format acceptable to the Owner, and shall show sufficient information to allow the Owner to determine the propriety thereof. At a minimum, each invoice shall state services completed during the billing period, amount due for Services performed during the billing period, amount previously paid, and agreed contract balance remaining. The Architect shall be paid in the time periods set forth in the Local Government Prompt Payment Act. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.5 Owner reserves the right to recover from the Architect all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the Architect. Consequential damages including any delay damages suffered by Owner, or which Owner may be liable, due to errors and omissions may be included in the recovery. In the case of omissions, Architect shall not be responsible for the direct cost of the construction contractor's Work to implement omitted Work to the extent that Architect demonstrates that, but for the omission, the cost of the omitted Work would have been fully included in the construction contractor's bid.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

- ~~.3 Other documents:~~

~~(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)~~

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

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

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

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: January 27, 2011

RE: School Energy Efficiency Project Grant

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**BACKGROUND**

Legat Architects has assisted the District administration with the submission of an Illinois State Board of Education School Energy Efficiency Project Grant.

**SUMMARY OF FINDINGS**

The previously approved Summer 2011 Construction Projects include light fixture replacement. This project qualifies for a possible matching grant. It is unlikely that ISBE will have enough funds to meet all of the application requests and therefore the District may not be selected as a recipient. The grant request is for a maximum amount of \$250,000. The District already planned to perform this work and the project will proceed with or without the grant award. The Board of Education is required to certify that the projects have been approved and matching funds are available.

**RECOMMENDATIONS**

**MOTION:** To approve the School Energy Efficiency Project Grant.

**ROLL CALL VOTE**

**AGENDA ITEM X. C.**

**SCHOOL ENERGY EFFICIENCY PROJECT GRANT**

FY 11 Application Cycle

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**District Certification**

Oak Park - River Forest SD 200

RCDT #: 06016200013

TIN #: 366004391

By submitting this form, I certify that the local board of education or other school governing authority has authorized the energy efficiency project during a duly convened meeting, and has reserved local funds to meet the local match requirement. In addition, the signature below certifies that he or she has read, understood and will comply with all of the provisions of the following certifications and assurances.



Certifications and Assurances and Standard Terms of the Grant



Certification of Compliance (For all grants &gt;= \$250,000)

---

*Signature of President of Board of Education**Title (type or print)**Date*

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*Name of Authorized Official (type or print)*

A copy of this form signed by the President of the Board of Education, and the "Vendor Federal TIN" MUST be received at ISBE before your application can be approved. This is in addition to the "Certification of Reasonableness of Estimated Costs and Estimate of Annual Energy Savings" signed by the architect. No application will be approved without a hard copy of these three signed documents on file at ISBE. Please print out, sign and mail to:

Illinois State Board of Education  
Attn: Jenny Clinton  
School Business Services Division  
100 North First Street, N-330

Springfield, Illinois 62777-0001

## SCHOOL ENERGY EFFICIENCY PROJECT GRANT

FY 11 Application Cycle

### CERTIFICATION OF REASONABLENESS OF ESTIMATED COSTS AND ESTIMATE OF ANNUAL ENERGY SAVINGS

Oak Park - River Forest SD 200

RCDT #: 06016200013

This is to certify that:

The facilities under the management and control of the local board of education or other school governing authority of Oak Park - River Forest SD 200 were evaluated by me.

\$741629.00 Estimated costs of project as detailed in School Energy and Efficiency Project Grant Application.

\$12280.00 Estimate of Annual Energy Savings that will be realized by completion of the project.

I certify that the estimated costs of the project and the estimated annual energy savings to be realized as described above were prepared by me and are true and accurate to the best of my knowledge.

Name of Architect/Engineer	Name of Firm
Robert W. Wroble	Legat Architects
Phone Number	Fax Number
630.990.3535	630.990.3541

1. COUNTY CODE  
016, Cook

2. DISTRICT RCDT CODE/NAME  
06016200013, Oak Park - River Forest  
SD 200

Item I.D.	Facility Name	Facility Address	Facility Description	Project Description	Category Code	Unit of Measure	Quantity	Est. cost	Est. Annual Energy Savings	Est. Start Date	Est. Completion Date
1	OAK PARK & RIVER FOREST HIGH SCH	201 N Scoville Ave, Oak Park	Existing light fixtures in classrooms utilize T-12 type fluorescent lamps with magnetic ballasts.	Remove existing light fixtures and replace with new light fixtures utilizing T-8 type fluorescent lamps, electronic ballasts, and occupancy sensors.	LTNG	lump sum	1	\$741,629.00	\$12,280.00	06/06/2011	08/26/2011

Total Estimated Project Cost	\$741,629.00
Total Estimated Energy Savings	\$12,280.00
Total Requested Grant Amount	\$250,000.00
Total Reserved Local Funds	\$491,629.00



1. COUNTY CODE  
016, Cook

2. DISTRICT RCDT CODE/NAME  
06016200013, Oak Park - River Forest  
SD 200

Item I.D.	Facility Name	Facility Address	Facility Description	Project Description	Category Code	Unit of Measure	Quantity	Est. cost	Est. Annual Energy Savings	Est. Start Date	Est. Completion Date
1	OAK PARK & RIVER FOREST HIGH SCH	201 N Sconville Ave, Oak Park	Existing light fixtures in classrooms utilize T-12 type fluorescent lamps with magnetic ballasts.	Remove existing light fixtures and replace with new light fixtures utilizing T-8 type fluorescent lamps, electronic ballasts, and occupancy sensors.	L TNG	lump sum	1	\$741,629.00	\$12,280.00	06/06/2011	08/26/2011

Total Estimated Project Cost	\$741,629.00
Total Estimated Energy Savings	\$12,280.00
Total Requested Grant Amount	\$250,000.00
Total Reserved Local Funds	\$491,629.00

## Certifications and Assurances, and Standard Terms of the Grant

☒ By checking this box, the applicant/award recipient (hereinafter the term applicant includes award recipient as the context requires), hereby certifies and assures the Illinois State Board of Education that:

1. The applicant has the necessary legal authority to apply for and to receive the proposed award. The filing of this application has been authorized by the governing body of the applicant, and the undersigned representative has been duly authorized to file this application for and in behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application and any award in relation thereto.

The applicant affirms, under penalties of perjury, that he or she is authorized to execute this Certification and Assurances, and Standard Terms of the Grant on behalf of the applicant. Further, the applicant certifies under oath that all information in the grant agreement is true and correct to the best of his or her knowledge, that grant funds shall be used only for the purposes described in this agreement, and that the award of this grant is conditioned upon this certification.

### DEFINITIONS

"Applicant" means an individual, entity or entities for which grant funds may be available and has made application to the Illinois State Board of Education for an award of such grant funds.

"Award recipient" means the person, entity or entities that are to receive or have received grant funds through an award from the Illinois State Board of Education. The terms "grantee" and "award recipient" may be used interchangeably.

"Expenditure through dates" are from the project beginning date through September 30, December 31, March 31, and June 30 of each fiscal year and the project ending date.

"Grant" means the award of funds, which are to be expended in accordance with the Grant Agreement for a particular project. The terms "grant," "award," and "project" may be used interchangeably.

"Project" means the activities to be performed for which grant funds are being sought by the applicant.

The capitalized word "Term" means the period of time from the project beginning date through the project ending date.

### PROJECT

2. The project proposed in the application, and as negotiated and finalized by the parties in the Grant Agreement, is hereinafter referred to as the "project." In planning the project there has been, and in establishing and carrying out the project, there will be (to the extent applicable to the project), participation of persons broadly representative of the cultural and educational resources of the area to be served, including persons representative of the interests of potential beneficiaries.
3. Applicants may be asked to clarify certain aspects of their proposals/applications prior to final agreement on the terms of the project.
4. All funds provided shall be used solely for the purposes stated in the approved proposal/application.
5. The project will be administered by or under the supervision of the applicant and in accordance with the laws and regulations applicable to the grant. The applicant will be responsible for and obtain all necessary permits, licenses, or consent forms as may be required to implement the project.

### SUBCONTRACTING

6. No subcontracting is allowed under this program, except as set forth in the Grant Agreement.

If subcontracting is allowed, then all project responsibilities are to be retained by the applicant to ensure compliance with the terms and conditions of the grant. All subcontracting must be documented and must have the prior written approval of the State Superintendent of Education. Approval of subcontracts shall be subject to the same criteria as are applied to the original proposal/application. The following information is required if any subcontracting is to be utilized:

- Name(s) and address(es) of subcontractor(s);
- Need and purpose for subcontracting;
- Measurable and time-specific services to be provided;
- Association costs (i.e., amounts to be paid under subcontracts); and
- Projected number of participants to be served.

The applicant may not assign, convey or transfer its rights to the grant award without the prior written consent of the State Board of Education.

### FINANCIAL TERMS

filed.

All grant funds must be spent or obligated, and all activities must be completed prior to the project ending date. Each award recipient must submit a completion report showing the obligations and the expenditures for the project no later than twenty (20) calendar days after the project ending date.

If a completion report was filed through the project ending date and had no outstanding obligations, the completion report will be the award recipient's final expenditure report. Failure to submit this completion/final expenditure report will result in current and subsequent years' project funding being withheld until the report is received. In cases where final expenditures are less than total disbursements, the overpayment must be returned to the State Board of Education within forty-five (45) calendar days of the project ending date for all state grants or federal grants that do not expressly allow carryover funds. Failure to return the funds will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years' project funding until the overpayment is returned.

If a completion report was filed with outstanding obligations, then a final expenditure report showing total project expenditures (with all prior obligations paid) must be submitted no later than ninety (90) calendar days after the project ending date. Failure to submit the final expenditure report will result in current and subsequent years' project funding being withheld until the report is received. In cases where final expenditures are less than total disbursements, the overpayment must be returned to the State Board of Education within forty-five (45) calendar days from the date of first notice of the amount due for all state grants or federal grants that do not expressly allow carryover funds. Failure to return the funds will result in a breach of the Grant Agreement. Upon any such breach, the State Board of Education may, without limitation, withhold current and subsequent years' project funding until the overpayment is returned.

14. The award recipient will maintain records on project and fiscal activities related to each award for a period of three (3) years following the project ending date either for a state-funded or federally-funded project. Such records shall include a fiscal accounting for all monies in accordance with generally accepted governmental accounting principles. If there are outstanding audit exceptions, records will be retained on file until such exceptions are closed out to the satisfaction of the State Board of Education.
15. The State Board of Education and other governmental entities with program monitoring authority shall, during the Term and for a period of three (3) years thereafter (or until no outstanding audit exceptions remain, whichever is later), have the right at any time to conduct on-site or off-site inspections of the award recipient's records and project operations for auditing and monitoring purposes. The award recipient shall, during the Term and for a period of three (3) years thereafter (or until no outstanding audit exceptions remain, whichever is later) and upon the request of the State Board of Education, provide the State Board of Education with information and documentation (including books, records, or papers related to the project) regarding the award recipient's progress or performance with respect to the administration and operation of the project.

#### **NO BINDING OBLIGATION**

16. The applicant acknowledges and agrees that the selection of its proposal for funding, or approval to fund an application, shall not be deemed to be a binding obligation of the State Board of Education until such time as a final Grant Agreement is entered into between the applicant and the State Board of Education. Prior to the execution of a final Grant Agreement, the State Board of Education may withdraw its award of funding to the applicant at any time, for any reason.

#### **COPYRIGHT**

17. All rights, including copyright to data, information and/or other materials developed pursuant to an award, are retained by the State Board of Education, unless otherwise agreed in writing by the State Board of Education. All such work products produced by the award recipient through work pursuant to the award shall be made available to the State Board of Education upon request.

#### **DEFAULT AND TERMINATION**

18. The award recipient will be in default of the grant award and the corresponding Grant Agreement if it breaches any representation or warranty made in the Grant Agreement, the Program Specific Terms or in these Certifications and Assurances, and Standard Terms of the Grant, or fails to observe or perform any covenant, agreement, obligation, duty or provision set forth in the Grant Agreement, the Program Specific Terms or in these Certifications and Assurances, and Standard Terms of the Grant. Upon default by the award recipient and written notification by the State Board of Education, the award recipient will have ten (10) calendar days in which to cure the default to the satisfaction of the State Board of Education. If the default is not cured to the satisfaction of the State Board of Education, the State Board of Education shall thereafter have full right and authority to terminate the Grant Agreement and/or seek such other remedy that may be available at law or in equity. Upon termination of the Grant Agreement, the award recipient will cease all use of grant funds, shall cancel all cancelable obligations relating to the project, and shall

28. The applicant represents and warrants that all of the certifications and assurances set forth herein and attached hereto are and shall remain true and correct through the Term of the grant. During the Term of the grant, the award recipient shall provide the Illinois State Board of Education with notice of any change in circumstances affecting the certifications and assurances within ten (10) calendar days of the change. Failure to maintain all certifications and assurances or provide the required notice will result in the Illinois State Board of Education withholding future project funding until the award recipient provides documentation evidencing that the award recipient has returned to compliance with this provision, as determined by the State Board of Education.
29. Any applicant not subject to Section 10-21.9 of the School Code certifies that a fingerprint-based criminal history records check through the Illinois State Police and a check of the Statewide Sex Offender Database will be performed for all its a) employees, b) volunteers, and c) all employees of persons or firms holding contracts with the applicant, who have direct contact with children receiving services under the grant; and such applicant shall not a) employ individuals, b) allow individuals to volunteer, or c) enter into a contract with a person or firm who employs individuals, who will have direct contact with children receiving services under the grant who have been convicted of any offense identified in subsection (c) of Section 10-21.9 of the School Code (105 ILCS 5/10-21.9(c)) or have been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 (705 ILCS 405/2-1 et seq.).
30. Any applicant that does not have a calculated indirect cost rate from the Illinois State Board of Education or does not utilize their restricted indirect cost rate as calculated by the Illinois State Board of Education certifies that it has developed a written Cost Allocation Plan (CAP) that: a) will be utilized in identifying the accumulation and distribution of any allowable administrative costs in the grant program; b) identifies the allocation methods used for distributing the costs among programs; c) requires support through records and documentation showing personnel time and effort information, and formal accounting records according to generally accepted governmental accounting principles; d) requires the propriety of the charges to be substantiated; and e) shall be made available, along with any records or supporting documentation for allowable administrative costs, for review upon ISBE's request.
31. The applicants participating in a joint application hereby certify that they are individually and jointly responsible to the Illinois State Board of Education and to the administrative and fiscal agent under the grant. An applicant that is party to the joint application or legal entity or a Regional Office of Education may serve as the administrative and/or fiscal agent under the grant.
32. The entity acting as the fiscal agent certifies that it is responsible to the applicant or, in the case of a joint application, to each applicant that is a party to the application; it is the agent designated and responsible for reports and for receiving and administering funds; and it will:
  - a) Obtain fully executed Certifications and Assurances, and Terms of the Grant forms from each entity or individual participating in the grant and return the forms to ISBE prior to award of the grant;
  - b) Maintain separate accounts and ledgers for the project;
  - c) Provide a proper accounting of all revenue from ISBE for the project;
  - d) Properly post all expenditures made on behalf of the project;
  - e) Be responsible for the accountability, documentation and cash management of the project, the approval and payment of all expenses, obligations, and contracts and hiring of personnel on behalf of the project in accordance with the Grant Agreement;
  - f) Disburse all funds to joint applicants based on information (payment schedules) from joint applicants showing anticipated cash needs in each month of operation (The composite payment schedule submitted to ISBE should reflect monthly cash needs for the fiscal agent and the joint applicants.);
  - g) Require joint applicants to report expenditures to the fiscal agent based on actual expenditures/obligation data and documentation. Reports submitted to ISBE should reflect actual expenditure/obligations for the fiscal agent and the data obtained from the joint applicants on actual expenditures/obligations that occur within project beginning and ending dates;
  - h) Be accountable for interest income earned on excess cash on hand by all parties to the grant and return applicable interest earned on advances to the Illinois State Board of Education;
  - i) Make financial records available to outside auditors and Illinois State Board of Education personnel, as requested by the Illinois State Board of Education;
  - j) Have a recovery process in place with all joint applicants for collection of any funds to be returned to ISBE; and

Have questions or need help? Contact our Call Center (217)558-3600 between 7:00am - 4:30pm CST, Monday - Friday or [Click here to](#)

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# ***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, CFO and Phil Prale, ASCI  
DATE: January 27, 2011  
RE: Requested Information and Summer School Tuition and Stipend Recommendation

---

## **BACKGROUND**

At the January 18, 2011 Finance Committee meeting of the Board of Education, Board members asked for additional information about summer school stipends paid in area districts and additional rationale for any recommended tuition increase.

## **SUMMARY OF FINDINGS**

Per the request of the Board of Education, three budgets have been prepared for review:

- Schedule A shows tuition at the current rate of \$180 per summer school course and no increase in the teacher stipend.
- Schedule B shows tuition at the current rate of \$180 per summer school course and an increase of \$50 in the teacher stipend.
- Schedule C shows tuition at \$185 per summer school course and an increase of \$50 in the teacher stipend.

The summer school tuition per course has not changed for the past three years.

Information gathered regarding the hourly rate of pay for comparison districts is listed in the chart below.

District	Hourly Rate for SS
Glenbard 87	\$42.00
Downers Grove 99	\$40.08
Fenton 100	\$35.92 (2010 rate)
Lake Park 108	\$39.14 (2010 rate)
Highland Park/Deerfield 113	\$50.20
D 128	\$41.00 (Introductory level) \$45.00 (3 yrs. SS experience + MA)
OPRFHS 200	\$40.33 (current) \$41.15 (proposed)
New Trier 203	\$55.37
Lyons 204	Contract rate
Maine 207	\$50.22
D 211	\$36.20 (Out of District) \$40.31 (In District 0 – 4 yrs. experience) \$43.39 (5 – 9 yrs. experience) \$45.96 (10 – 14 yrs. experience) \$48.53 (15+ yrs. experience)
Leyden 212	\$36.74 (BA) \$39.88 (MA)
D 214	\$54.79
Niles 219	\$38.33 (BA) \$41.28 (MA) \$44.22 (MA5)

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

## ***District 200***

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

Based on this available information, we recommend an increase of the summer school stipend from \$2,450 to \$2,500, an increase of 2.2%.

Finally, the Board sought additional comments from administration regarding the recommended increases. Summer school has sustained existing programs and grown in efficiency and scope over the past three years. The Board of Education has correctly attributed these improvements to more direct management of the program and increased attention to recruiting students to summer courses instead of marketing our program only to an established group of families who take summer courses. Added programs include math support courses, credit recovery for rising sophomores, and career exploration for rising juniors. Summer school has also maintained a consistent level of service while encountering increased construction activity and a more rigorous enrollment standard for offering elective courses. For the last three years these improvements to the program have been accomplished without an increase in tuition. The summer school program is not immune to fundamental increases in costs that affect all public school endeavors. It is inevitable that tuition will need to increase, and given the absence of an increase since 2008, a modest five dollar increase in 2011 allows us to continue managing the program in a fiscally responsible way and developing academic step up programs, alternative credit options, and academic enrichment courses.

Staff has made significant contributions to the growth of summer school. Teachers have revised courses, worked with varying academic levels of students in combined courses, assisted with credit recovery efforts in the sophomore and junior programs noted above, and improved the quality of standard summer offerings under the guidance and evaluation of the summer school director. The quality of the program is tied to the work of the teaching and support staff in the same way it is tied to the close care taken by the administrators who manage the program. As we continue to ask more of our teachers to support students who need and will benefit from a longer school year, we recommend the increase in teacher stipends.

### **RECOMMENDATIONS**

To increase the per course tuition for the 2011 summer school session to \$185.00 and to increase the per course stipend to \$2,500, as proposed in Schedule C and to approve summer school dates of June 15, 2011 through July 22, 2011.

**MOTION:** To approve the summer school dates as proposed and the tuition and course fee according to Schedule (A, B, C)

ROLL CALL VOTE

AGENDA ITEM X. D.

A

\$180.00 TUITION WITHOUT TEACHER SALARY INCREASE  
OAK PARK AND RIVER FOREST HIGH SCHOOL  
FIVE YEAR SUMMER SCHOOL PROFIT & LOSS ANALYSIS

	Summer 2006 Actual	Summer 2007 Actual	Summer 2008 Actual	Summer 2009 Actual	Summer 2010 Budget	Summer 2010 Actual	Summer 2011 Proposed Budget	Rationale/Notes/Explanation
<b>REGULAR ACADEMIC PROGRAM</b>								
<b>REVENUE</b>								
Academic course fees	243,070.00	251,671.00	279,106.00	256,614.00	261,000.00	253,007.00	261,000.00	1450@ \$180.00 tuition
Academic supply fees	-	-	4,850.00	6,380.00	6,125.00	5,417.00	5,625.00	225@ \$25.00 lab fees
Sports camp administration fee	32,085.00	28,336.00	31,470.00	31,695.00	30,000.00	30,450.00	30,000.00	
Oak Park Youth Services grant	-	3,500.00	2,400.00	2,700.00	3,000.00	2,900.00	3,000.00	
Total revenue	275,155.00	283,506.00	317,826.00	297,389.00	300,125.00	281,774.00	299,625.00	
<b>EXPENDITURES</b>								
Academic stipends	219,697.00	223,241.00	195,605.00	189,600.00	200,900.00	187,700.00	200,900.00	82 Sections@ \$2450.00
Driver Ed stipend	-	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
Dean of discipline	5,778.00	6,133.00	5,937.00	-	5,400.00	5,400.00	5,500.00	
Security	6,078.00	5,931.00	8,967.00	10,571.00	10,600.00	11,277.00	11,955.00	
Library director	2,908.00	3,067.00	2,697.00	3,200.00	3,267.00	3,267.00	3,365.00	
Library support staff	5,978.00	4,972.00	6,043.00	6,310.00	6,325.00	6,277.00	6,655.00	
Computer lab aide	-	-	-	2,840.00	2,900.00	2,920.00	3,095.00	
Director	12,402.00	8,000.00	9,000.00	9,000.00	9,000.00	9,000.00	10,000.00	
Nurse	4,500.00	4,600.00	4,900.00	4,900.00	4,900.00	4,900.00	5,000.00	
Office clerical help	5,287.00	4,609.00	7,350.00	4,723.00	4,800.00	5,050.00	5,350.00	
Office clerical other benefits	-	-	1,022.00	1,036.00	1,100.00	1,045.00	1,100.00	
IMRF/FICA/Medicare	3,718.00	7,831.00	7,265.00	7,643.00	8,000.00	7,928.00	8,170.00	
TRS health insurance	1,273.00	1,422.00	1,210.00	1,139.00	1,400.00	1,205.00	1,240.00	
Contractual services	640.00	1,473.00	1,314.00	1,245.00	1,500.00	1,334.00	1,375.00	
Computer software	150.00	-	-	367.00	-	-	-	
Supplies	10,708.00	10,376.00	4,032.00	3,568.00	11,300.00	10,150.00	11,300.00	
Academic grants	1,250.00	-	10,314.00	11,093.00	9,720.00	9,380.00	8,640.00	24@ \$180.00 and 48@ \$90.00
Transportation	280,367.00	585.00	-	-	-	-	-	
Total expenditures	280,367.00	283,740.00	267,156.00	258,635.00	282,612.00	268,333.00	285,145.00	
Surplus/(deficit)	(5,212.00)	(234.00)	50,670.00	38,754.00	17,513.00	23,441.00	14,480.00	
<b>SUMMER MUSICAL PROGRAM</b>								
<b>REVENUE</b>								
Summer musical course fee	11,604.00	13,455.00	16,095.00	19,820.00	18,000.00	16,070.00	16,200.00	90@ \$180.00 tuition
Summer musical class fee	-	-	3,480.00	4,360.00	4,000.00	3,720.00	3,600.00	90@ \$40.00 fees
Summer musical admission fee	6,783.00	7,169.00	9,259.00	10,124.00	9,000.00	9,277.00	9,000.00	
Total summer musical revenues	18,387.00	20,624.00	28,834.00	34,104.00	31,000.00	29,067.00	28,800.00	
<b>EXPENSES</b>								
Musical expenditures	9,481.00	10,621.00	9,127.00	11,754.00	12,000.00	9,553.00	11,000.00	
Musical stipends	10,258.00	14,000.00	12,050.00	15,644.00	16,000.00	16,000.00	16,000.00	
Summer musical IMRF/FICA	314.00	73.00	834.00	942.00	975.00	1,105.00	1,140.00	
Summer musical TRS health ins.	37.00	22.00	48.00	63.00	75.00	69.00	75.00	
Summer musical TRS	40.00	55.00	43.00	58.00	75.00	63.00	75.00	
Total summer musical expenses	20,130.00	24,771.00	22,102.00	28,461.00	29,125.00	26,790.00	28,290.00	
Surplus/(deficit)	(1,743.00)	(4,147.00)	6,732.00	5,643.00	1,875.00	2,277.00	510.00	



B

\$180.00 TUITION WITH TEACHER SALARY INCREASE  
OAK PARK AND RIVER FOREST HIGH SCHOOL  
FIVE YEAR SUMMER SCHOOL PROFIT & LOSS ANALYSIS

	Summer 2008 Actual	Summer 2007 Actual	Summer 2008 Actual	Summer 2009 Actual	Summer 2010 Budget	Summer 2010 Actual	Summer 2011 Proposed Budget	Rationale/Notes/Explanation
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Musical stipends	10,258.00	14,000.00	12,050.00	15,644.00	16,000.00	16,000.00	16,500.00	
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Surplus/(deficit)	(1,743.00)	(4,147.00)	6,732.00	5,643.00	1,875.00	2,277.00	10.00	

2

**Actual**

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

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

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: January 27, 2011

RE: Advisory Leadership Team Composition

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

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

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

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

**RECOMMENDATIONS**

MOTION: To accept the recommendation of the Finance Advisory Committee.

ROLL CALL VOTE

AGENDA ITEM X. E.

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

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

TTY/TDD: (708) 524-5500

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

The District Leadership Team recommends the following:

Purpose of the Advisory Leadership Team:

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

Membership of the Advisory Leadership Team:

The team should be appointed by the Superintendent and should be considered an internal committee. The Superintendent, the Chief Financial Officer and the Director of Human Resources of the District should be permanent members of the committee. Other membership should be appointed to a two year term. The first membership team will be divided into two groups with  $\frac{1}{2}$  serving two years and the other  $\frac{1}{2}$  serving 3 years for the first term. The three year terms will be one Faculty member, one SEIU member, two community members and the Building Leadership Team member.

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

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

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

TO: Board of Education

FROM: Lauren Smith, Director of Human Resources

DATE: January 27, 2011

Cc: Stephen Isoye, Superintendent

RE: Personnel Recommendation/Actions

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**BACKGROUND**

The personnel report for January 27, 2011 includes a recommendation for a new hire.

**SUMMARY OF FINDINGS**

**New hire**

- 0.656 New FTE (5 hours and 15 minutes) CPA for In-School Suspension (Tutor)

**Next Steps**

Motion: Move to approve the Personnel Recommendations as presented.

**Oak Park and River Forest High School District 200 – Board of Education  
January 27, 2011  
Personnel Report**

**NEW HIRES**

**Classified Personnel**

<b>New</b>	<b>Location</b>	<b>Name</b>	<b>Highest Degree</b>	<b>Years of Exp</b>	<b>Salary</b>	<b>Effective Date</b>
Addition	In-School Suspension	James O'Keefe	Masters	5 years	\$15.29/hour	January 10, 2011

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

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

TO: Board of Education

FROM: Dr. Tina Halliman, Director/Division Head for Special Education

DATE: January 27, 2011

RE: Adoption of Written Assurances of Provisions of Policies & Procedures

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**BACKGROUND**

The Superintendent must certify that the Board of Education has ratified and adopted the policies and procedures meeting the requirements of 34 CFR Secs. 300.101 through 300.174 in accordance with the requirements of the Individuals with Disabilities Education Act of 2004 (IDEA 2004). These policies and procedures were revised by the District's attorney.

**SUMMARY OF FINDINGS**

The attached document provides the Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities for the Oak Park & River Forest High School District No. 200.

**RECOMMENDATIONS**

Motion: Move to ratify and adopt the Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities for the Oak Park & River Forest High School District No. 200.

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**MOTION: Move to Approve**

**Roll Call Vote**

**Agenda Item XII. B.**

**TEL:** (708) 383-0700

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

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

**FAX:** (708) 434-3910

# Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children With Disabilities for the Oak Park & River Forest High School District No. 200

*This document is designed to maintain Oak Park & River Forest High School District No. 200's  
compliance with the Illinois State Board of Education's requirements for procedures announced in  
January 2001, procedure, 34 C.F.R. 300.200, 20 U.S.C. 1413(a)(1).*

Section 1.	Free Appropriate Public Education and Comprehensive Programs .....	3
Section 2.	Full Education Opportunity Goal .....	<del>11</del> 10
Section 3.	Confidentiality of Personally Identifiable Information .....	<del>14</del> 13
Section 4.	Child Identification/Child Find .....	<del>33</del> 29
Section 5.	Evaluation and Determination of Eligibility .....	<del>38</del> 34
Section 6.	Individualized Education Programs .....	<del>54</del> 49
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## Section 1. Free Appropriate Public Education and Comprehensive Programs

### A. Comprehensive Program

The Oak Park & River Forest High School District No. 200 ("OPRF") provides and maintains appropriate and effective educational programs in order to afford every child with a disability who is between the ~~ages~~ age of 14 and ~~21~~ through the age of 21 (through the day before the student's 22<sup>nd</sup> birthday) is enrolled in the OPRF, and requires special education and related services to address the adverse effect of the disability on his/her education (including transfer children and children who have been suspended or expelled from school) a free appropriate public education (FAPE). As part of this effort, the OPRF provides all eligible children who are residents of the OPRF with a comprehensive program of special education, which includes the following:

1. A viable organizational and financial structure;
2. Systematic procedures for identifying and evaluating the need for special education and related services;
3. A continuum of appropriate alternative placements available to meet the needs of children for special education and related services which may include, but is not limited to, any of the following:
  - a. Regular classes;
  - b. Special classes;
  - c. Special schools;

- d. Home/hospital services; and
  - e. State operated or nonpublic programs.
- 4. Qualified personnel who are employed in sufficient number to provide:
  - a. Supervisory services;
  - b. Instructional and resource services;
  - c. Related services; and
  - d. Transportation services.
- 5. Appropriate and adequate facilities, equipment and materials;
- 6. Functional relationships with public and private agencies that can supplement or enhance the special education services of the public schools;
- 7. Interaction with parent(s)/guardian(s) and other concerned persons that facilitates the educational development of children and disabilities;
- 8. Procedures for internal evaluation of the special education services provided; and
- 9. Continuous planning for program growth and improvement based on internal and external evaluation.

B. Public Awareness

OPRF shall create public awareness of special education and related services and advise the public of the rights of children with disabilities pursuant to

School District developed procedures. In creating public awareness of special education and related services and advising the public of the rights of children with disabilities, the OPRF shall comply with the following:

1. Information provided to the public shall be made available in each of the major languages represented in the OPRF and in the language that will be understandable to parent(s)/guardian(s), regardless of ethnic or cultural background or hearing or visual abilities;
2. Annual notification shall be provided to all parent(s)/guardian(s) in the OPRF regarding the special education services available in or through the OPRF and of their right to receive a copy of § 226.50 of the ISBE regulations upon request;
3. Annual dissemination of information to the community served by the OPRF regarding the special education services available in or through the OPRF and the rights of children with disabilities;
4. Documentation, including examples as appropriate, of the OPRF efforts in this regard shall be maintained in the OPRF files.

C. Providing Free Appropriate Public Education

Each School District will provide a free appropriate public education (FAPE) to all children with disabilities between the ~~ages~~age of 3 and ~~21~~through the age of 21 (through the day before the student's 22<sup>nd</sup> birthday), including children with disabilities who have been suspended or expelled from school for more than 10 consecutive school days during the school year, or who receive a series of removals that constitute a change in placement. In order

to meet the requirements of a free appropriate public education, the OPRF shall comply with the following:

1. All children, ~~age~~age 14 through 21, the age of 21 (through the day before the student's 22<sup>nd</sup> birthday), who are suspected of having a disability, which adversely affects educational performance, are identified located and evaluated in accordance with the Child Identification procedures set forth in § 226.100 of the ISBE Regulations.
2. The special education and related services shall be provided according to the child's individualized education program (IEP), which shall be developed in accordance with these procedures, at no cost to the parent. The IEP shall specify the special education and related services needed in order to ensure that the child received FAPE, including any extended school year services, if appropriate.
3. FAPE shall be made available to all eligible children with disabilities no later than the child's third birthday.
4. The special education services and placement that constitute FAPE for a particular child shall be identified based on the child's unique needs and not on the child's category of disability. These services shall address all of the child's identified needs for special education and related services.
5. The special education and related services shall be provided to an eligible child even though the child is advancing from grade to grade.

6. OPRF shall provide nonacademic and extracurricular services and activities in a manner necessary to afford children with disabilities an equal opportunity to participate in those services and activities.
7. No delay shall occur in implementing a child's IEP, including any case in which the source of payment or provision of services to the child is being determined.
8. No eligible child from the age of 3 through 21 years of age ~~the age of 21~~ (through the day before the student's 22<sup>nd</sup> birthday) may be permanently excluded from the public schools, either by direct action by the board of education, by indication of the OPRF's inability to provide an educational program, or by informal agreement between the parent(s)/guardian(s) and the OPRF to allow the child to remain without an educational program.
9. The OPRF need not provide a child with services during periods in which the child has been removed from his/her current placement for 10 school days or fewer in a particular school year, if services are not provided to a child without disabilities who has been similarly removed. However, an eligible child who has been suspended or expelled from school for more than 10 school days during a particular school year shall continue to receive services necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP.

10. If a child with a disability who is receiving special education from a local School District transfers to another School District, the receiving School District shall ensure that the child receives FAPE in conformity with the child's IEP. If the receiving School District is unable to obtain a copy of the child's current IEP or a verbal confirmation of the requirements of the IEP from the previous School District, the child shall be enrolled and served in the setting that the OPRF believes will meet the child's needs until a copy of the current IEP is obtained or a new IEP is developed by the OPRF. In no case shall a child be allowed to remain without services during this interim period.
11. In providing FAPE to children with disabilities who have been suspended or expelled from school resulting in more than 10 cumulative school days, the OPRF shall meet the requirements set forth in Subpart E of the ISBE Regulations.
12. Any child from whom services are sought shall not be denied FAPE regardless of any jurisdictional disputes among Illinois agencies.

D. Exceptions to Providing FAPE

1. A child with a disability who has graduated with a regular high school diploma or its equivalent shall not be provided FAPE. Children with disabilities who receive something other than a standard diploma shall remain eligible for FAPE until the child reaches the age of ~~21~~. ~~Children who become 21 during the school year shall be allowed to complete that year~~ 21 (through the day before the student's 22<sup>nd</sup> birthday).
2. Any child 18 through 21 years of age (through the day before the student's 22<sup>nd</sup> birthday) who is incarcerated and who is not identified as eligible and did not have an IEP in his/her educational placement immediately prior to incarceration shall be not provided FAPE.

LEGAL REF.:

20 U.S.C. §§ 1412 (State eligibility), 1413 (local educational agency eligibility).  
34 C.F.R. §§ ~~300.121~~300.17 (free appropriate public education – FAPE), ~~300.122~~300.102 (exception to FAPE for certain ages), ~~300.300~~300.101 (provision of FAPE), ~~300.301~~300.103 (FAPE-methods and payments), ~~300.309~~300.106 (extended school year services).  
105 ILCS 5/14-1.02 (children with disabilities).  
23 Ill.Admin.Code §§ 226.50 (requirements for a FAPE), 226.700 (general).



## Section 2. Full Educational Opportunity Goal

### A. Establishment of the Goal

OPRF established a goal of providing full educational opportunity to children with disabilities aged 14 through ~~21~~21 (through the day before the student's 22<sup>nd</sup> birthday).

### B. Annual Data Collection Requirements

#### I. OPRF shall annually collect the following information regarding children with disabilities residing within the jurisdiction of the OPRF:

- a. The number of children with disabilities, by race, ethnicity, and disabling category, who are receiving a free appropriate public education;
- b. The number of children with disabilities, by race and ethnicity, who are receiving early intervention services;
- c. The number of children with disabilities, by race and ethnicity, and disability category, who are participating in regular education;
- d. The number of children with disabilities by race, ethnicity, and disability category, who are in separate classes, separate schools or facilities, or public private residential facilities;
- e. The number of children with disability, by race, ethnicity, and disability category, who, for each year of age from age 14

to ~~21~~21 (through the day before the student's 22<sup>nd</sup> birthday), stopped receiving special education and related services because of program completion or other reasons and the reasons why those children stopped receiving special education and related services;

- f. The number of children with disabilities, by race, ethnicity, and disability category, who under subparagraphs ~~(A)~~(H) and ~~B~~(G) of § 1415(k)(1) of IDEA, are removed to an interim alternative educational setting; the acts or items precipitating those removals; and the number of children with disabilities who are subject to long-term suspensions or expulsions;
- g. The number of special education teachers;
- h. The number of related services personnel;
- i. The cost of all personnel;
- j. The number of children receiving special education transportation;
- k. The types of alternative placements available for children with disabilities; and
- l. The number of children served in each type of placement.

2. OPRF shall also annually collect information regarding the facilities, personnel and services necessary to accomplish the full educational opportunity goal.

LEGAL REF.: 20 U.S.C. §§ 1412 (State eligibility), 1413 (local educational agency eligibility), 1418 (program information).  
34 C.F.R. §§ ~~300.123~~300.109 (full educational opportunity goal - FEOG), ~~300.124~~300.109 (FEOG - timetable), ~~300.125~~300.111 (child find).  
23 Ill.Admin.Code §§ 226.700 (general), 226.760 (evaluation of special education), 226.800 (personnel required to be qualified).

### Section 3. Confidentiality of Personally Identifiable Information

#### A. Confidentiality

1. The school student records of a child with disabilities shall be maintained confidentiality in accordance with the requirements of the Individuals with Disabilities Education Act, the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, the Illinois School Code, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, and their respective implementing regulations.
2. OPRF shall designate a Records Custodian to take all reasonable measures to comply with the confidentiality requirements of the Illinois School Code, Illinois School Student Records Act, the Illinois Mental Health and Developmental Disabilities Act, Individuals with Disabilities Education Act, and Family Educational Rights and Privacy Act, and their respective implementing regulations.
3. The Records Custodian shall assume responsibility for the following:
  - a. Respond to any request for inspection and review of school student records, including a request for a copy of school student records;
  - b. Respond to any request for an explanation or interpretation of a school student records;
  - c. Respond to any request to amend or destroy a school student record;

- d. Respond to any request to disclose or release personally identifiable information and/or school student records;
  - e. Keep a record of parties obtaining access to school student records including the name of the party, the date access took place, and the purpose of the authorized use;
  - f. Maintain, for public inspection, a current listing of the names and positions of the employees who may have access to personally identifiable information;
  - g. Provide upon request from the parent(s)/guardian(s) or the child at the age of majority, a list of the types and locations of school student records collected, maintained, or used by the OPRF;
  - h. Take all reasonable measures to protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages of maintenance of school student records.
4. The school principal, person with like duties, or principal's designee, shall take all action necessary to assure that each person collecting or using personally identifiable information receives training or instruction regarding the policies and procedures governing confidentiality of personally identifiable information.
5. OPRF will notify the parent(s)/guardian(s) or the child with disabilities at the age of majority of the right to access the school

student records, to request amendments and to request a records hearing:

- a. The school will notify annually the child and the student's parent(s) if the child is under the age of majority, of their rights under the federal and State law with respect to access including, but not limited to, the following:
  - (1) The types and location of information contained in the permanent and temporary school student records;
  - (2) The right to inspect and copy permanent and temporary school student records and the cost of copying such records;
  - (3) The right to control access to and release of school student records and the right to request a copy of information released;
  - (4) The rights and procedures for challenging the contents of school student records that maybe inaccurate, misleading or improper;
  - (5) The persons, agencies or organizations having access to the school student records without parental consent;
  - (6) The right to copy any school student record or information contained therein which is proposed to

be destroyed or deleted and the school's schedule for reviewing and destroying such information;

- (7) The categories of information the school has designated as "directory information" and the right of the parent(s)/guardian(s) to prohibit the release of such information.

- b. Notice will be delivered by the means most likely to reach the parent(s)/guardian(s) or the child at the age of majority, including direct mail, parent-teacher conferences, delivery by the child to the parent, or incorporated in a "parent-student" handbook or other informational brochure for children and parent(s)/guardian(s) disseminated by the school.

B. Type of Records Subject to Disclosure

1. School student records available for review by parent(s)/guardian(s) or authorized persons are those writings or other recorded information concerning a child and by which a child may be individually identified, maintained by a school or at its direction or by an employee of a school, regardless of how or where the information is stored. The following are not school student records and are not subject to disclosure. Writings or other recorded information maintained by an employee of the OPRF or other person at the discretion of the OPRF for his/her exclusive use, provided that all such writings and other recorded information are

destroyed not later than the student's graduation or permanent withdrawal from the school, and provided further that no such records or recorded information may be released or disclosed to any person except a person designated by the school as a substitute unless they are first incorporated in a school student record and made subject to all of the provisions of federal and State law.

2. School student records do not include information maintained by law enforcement professionals working in the school.

C. Inspection and Review of School Student Records

1. OPRF shall permit parent(s)/guardian(s) and any other authorized persons the opportunity to inspect, review, and copy all school student records.
2. The Records Custodian shall respond to and grant any written request to inspect and to copy school student records to a parent(s)/guardian(s) or authorized representative within 15 school days after the date of receipt such written request by the Records Custodian.
3. If requested by an authorized person, the Records Custodian shall provide a copy of the school student record if he/she determines that the parent(s)/guardian(s) will be effectively prevented from exercising his/her rights to inspect and review school student records at the location where such records are normally maintained (or at any other location where the OPRF offers to produce such records). The



OPRF may charge a reasonable fee for copies of records. The OPRF shall not charge a fee when the Records Custodian determines that, a parent(s)/guardian(s) is unable to bear the cost of such copying.

D. Release of Personally Identifiable Information

1. OPRF shall obtain written parental consent or consent from the child at age of majority before permitting personally identifiable information to be released or used except as otherwise authorized by law.
2. OPRF may not release, transfer, disclose or otherwise disseminate information maintained in the school student record, except as follows and provided by law:
  - a. To a parent(s)/guardian(s) or child or person specifically designated as a representative by a parent, or;
  - b. To an employee or official of the school or School District or State Board of Education with current demonstrable educational or administrative interest in the student, in furtherance of such interest.
  - c. To the official records custodian of another school, within Illinois or an official with similar responsibilities of a school outside Illinois, in which the child has enrolled, or intends or enroll, upon the request of such official or student.
  - d. To any person for the purpose of research, statistical reporting or planning, provided that no child or

parent(s)/guardian(s) can be identified from the information released and the person. Special to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records.

- e. Pursuant to a court order, provided that the parent(s)/guardian(s) shall be given prompt written notice upon receipt of such order of the terms of the order, the nature and substance of the information proposed to be released in compliance with such order and an opportunity to inspect and copy the school student records and to challenge their contents.
- f. To any person as specifically required by State or federal law.
- g. To juvenile authorities when necessary for the discharge of their official duties who request information prior to adjudication of the child and who certify in writing that the information will not be disclosed to any other party except as provided under law or order of the court. For purposes of this Section, a juvenile authority means:

- (1) A judge of the circuit court and member of the staff of the court designated by the judge;
- (2) Parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys;

- (3) Probation officers and court-appointed advocates for the juvenile authorized by the judge hearing the case;
  - (4) Any individual, public or private agency having custody of the child pursuant to court order;
  - (5) Any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor;
  - (6) Any potential placement provider when such release is authorized by the court for the limited purpose of determining the appropriateness of the potential placement;
  - (7) Law enforcement officers and prosecutors;
  - (8) Adult and juvenile prisoner review boards;
  - (9) Authorized military personnel;
  - (10) Individuals authorized by court.
- h. Subject to regulations of the State Board, in connection with an emergency, to appropriate person if the knowledge of such information is necessary to protect the health or safety of the child or other persons.
- i. To any person, with the prior specific-dialed written consent of the parent(s)/guardian(s) designating the person to whom

the records may be released, provided that at the time any such consent is requested or obtained the parent(s)/guardian(s) shall be advised in writing that he has the right to inspect and copy such records, to challenge their contents, and to limit any such consent to designated records or designated portions of the information contained therein, as provided by law and as described herein.

E. Transfer of Records

1. OPRF shall forward, within 10 days of receipt of notice of the student's transfers to any other private or public elementary or secondary school located in this or any other state, a copy of the student's unofficial record of the student's grades to the school to which the child is transferring. OPRF at the same time shall forward to the school to which the child is transferring the remainder of the student's school student record and a Certification of Good Standing from. "In good standing" means that the student's medical records are up-to-date and complete and the child is not being disciplined by a suspension or expulsion.

a. Prior written notice must be provided to the parent(s)/guardian(s) regarding the nature and substance of the information being released/transferred. Prior written parental consent is required to transfer the student's school student record to the receiving public School District if such

school student records contain mental health and or developmental disabilities information protected by the Illinois Mental Health and Developmental Disabilities Confidentialities Act.

- b. OPRF shall send the parent(s)/guardian(s) and the child of age majority notice that the record is being forwarded to the new School District. The notice shall advise the parent(s)/guardian(s) and the child at the age of majority of their right to inspect the record being transferred.
- c. OPRF shall maintain a copy of the transferring student's temporary record for a period of not less than 5 years. The transferring student's temporary record will be destroyed not later than July 1 of the fifth year after the student's transfer. The OPRF shall maintain for 60 years the transferring student's permanent record.
- d. Upon transfer, graduation or permanent withdrawal, psychological evaluations, special education files and other information contained in the student temporary records which may be of continued assistance to the child may, after 5 years, be transferred to the custody of the parent(s)/guardian(s) or to the child if the child has succeeded to the rights of the parent(s)/guardian(s). The

OPRF shall explain to the child and the parent(s)/guardian(s)  
the future usefulness of these records.

F. Amendment of School Student Records

1. A parent(s)/guardian(s) who believes that information in the school student records is inaccurate or misleading or violates the privacy or other rights of the student, exclusive of grades of the child and references to expulsions or out-of-school suspensions, may if the challenge is made at the time the student's records are forwarded to another school which the child is transferring, challenge the specific entry in question.
2. The request for a hearing must be submitted in writing and contain notice of the specific entry or entries to be challenged and the root of the challenge.
3. The school principal, or principal's designee, upon receiving a written request from a parent(s)/guardian(s), shall hold an informal conference with the parent(s)/guardian(s) within 15 school days from the date of receipt of the request. The school principal, or principal's designee, will amend or delete information he or she determines to be inaccurate, irrelevant or improper. If the school principal, or principal's designee, refuses to amend the information, he or she shall inform the parent(s)/guardian(s) of the refusal and advise the parent(s)/guardian(s) of his/her right to proceed with a hearing.

4. If the dispute is not resolved by the informal conference, formal proceedings shall be initiated:
  - a. A hearing officer, who shall not be employed in the attendance center where the child is enrolled, shall be appointed by the OPRF.
  - b. The hearing officer shall conduct a hearing within a reasonable time, but no later than 15 days after the informal conference, unless the parent(s)/guardian(s) and school officials agree upon an extension of time. The hearing officer shall notify the parent(s)/guardian(s) and the school officials of the time and place of the hearing.
  - c. A verbatim record of the hearing shall be made by a tape recorder or a court reporter.
5. The written decision of the hearing officer shall, no later than 10 days after the conclusion of the hearing, be transmitted to the parent(s)/guardian(s) and the OPRF. It shall be based solely on the information presented at the hearing and shall be one of the following:
  - a. To retain the challenged contents of the student record;
  - b. To remove the challenged contents of the student record; or
  - c. To damage, clarify or add to the challenged contents of the student record.

6. Any party shall have the right to appeal the decision of the local hearing officer to the Regional Superintendent within 20 school days after such decision is transmitted. If the parent(s)/guardian(s) appeals, the parent(s)/guardian(s) shall so inform the school and within 10 school days, the OPRF shall forward a transcript of the hearing, a copy of the record entry in question and any other pertinent materials to the Regional Superintendent. The OPRF may initiate an appeal by the same procedures. Upon receipt of such documents, the Regional Superintendent shall examine the documents and records to determine whether the OPRF proposed action in regard to the student's record is in compliance with the Illinois School Student Records Act, make findings and issue a written decision to the parent(s)/guardian(s) and the OPRF within 20 school days of the receipt of the appeal documents. If the subject of the appeal involves the accuracy, relevance, or propriety of any entry in special education records, the Regional Superintendent should seek advise from special education personnel:
  - a. Who were not authors of the entry; and
  - b. Whose special education skills are relevant to the subject(s) of the entry in question.
7. OPRF shall implement the decision of the Regional Superintendent.
8. If, as a result of the hearing, it is determined that the information is inaccurate, misleading or otherwise in violation of the privacy or



other rights of the student, the OPRF shall amend the information and inform the parent(s)/guardian(s) in writing.

9. If, as a result of the hearing, it is determined that the information is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, the OPRF shall inform the parent(s)/guardian(s) of his/her right to place in the record a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the OPRF.
10. OPRF shall ensure that a statement placed in an education record as described above:
  - a. Is maintained by the OPRF as part of the record of the child as long as the record or contested portion is maintained by the OPRF; and
  - b. It disclosed by the OPRF to any party to whom the records of the child are disclosed.

G. Retention and Destruction of Records

1. The OPRF maintains two types of school student records: permanent and temporary.
  - a. The permanent record shall include:
    - (1) Basic identifying information;
    - (2) Academic transcripts;
    - (3) Attendance record;

- (4) Accident and health reports;
  - (5) Scores received on the Prairie State Achievement Examination;
  - (6) Information pertaining to release of this record;
  - (7) Honors and awards, and;
  - (8) School-sponsored activities and athletics.
- b. No other information shall be placed in permanent record.
- The permanent record shall be maintained for at least 60 years after the child graduated, withdrew or transferred.
- c. The temporary record may include:
- (1) Family background;
  - (2) Intelligence and aptitude scores;
  - (3) Psychological reports;
  - (4) Achievement test results, including scores on the Illinois Standards Achievement Test;
  - (5) Participation in extracurricular activities;
  - (6) Honors and awards;
  - (7) Teacher anecdotal records;
  - (8) Disciplinary information, specifically including information regarding an expulsion, suspension, or other punishment for misconduct involving drugs, weapons, or bodily harm to another;

- (9) Special education files;
  - (10) Verified reports or information from non-educational persons, agencies or organizations;
  - (11) Other verified information of clear relevance to the student's education, and;
  - (12) Information pertaining to releases of the record.
- d. Information in the temporary record will indicate authorship and date.
  - e. The District will maintain the student's temporary record for at least 5 years after the child transfers, graduates, or permanently withdraws.
- 2. OPRF's destruction of school student records, shall be pursuant to prior notice to the parent(s)/guardian(s) and in
  - 3. accordance with federal and State law, including the Local Records Act.

LEGAL REF.: 20 U.S.C. §§ 1232g (Family Educational Rights and Privacy Act), 20 U.S.C. §§ 1412 (State eligibility), 1413 (local educational agency eligibility)

34 C.F.R. §§ ~~300.127, 300.560-576, 300.740~~ 300.123, 300.600-646

34 C.F.R. Part 99.

105 ILCS 10/1 et seq.; 740 ILCS 110/1 et seq.; 50 ILCS § 205/1 et seq.

23 Ill.Admin.Code Subpart K and §§ 226.50 (requirements for a FAPE), 226.75 (definitions), 226.220 (factors in development of the IEP), 226.740 (records; confidentiality).

23 Ill.Admin.Code Part 375 (student records)

**Section 4. Child Identification/Child Find**

- A. OPRF shall conduct activities to create public awareness of special education and related services and advise the public of the rights of children with disabilities. All such public awareness activities shall ensure that information is made available in each of the major languages represented in the OPRF and in language that will be understandable to parent(s)/guardian(s). The OPRF shall maintain documentation of its public awareness activities.
- B. Methods which may be utilized by the OPRF to conduct public awareness activities include the following:
  - 1. Utilization of various local media resources including television, radio, and newspaper; and
  - 2. Development of communication links with various agencies that provide services to children with disabilities within the community and dissemination of child find materials to hospitals, clinics, pediatricians, pediatric nurses, and social service professionals involved in family or child services.
- C. The OPRF's public awareness activities shall include:
  - 1. Annual notification to all parent(s)/guardian(s) in the OPRF regarding the special education services available in or through the OPRF and of their right to receive a copy of 23 Ill. Admin. Code Part 226; and

2. Annual dissemination of information to the community served by the OPRF regarding the special education services available in or through the OPRF and the rights of children with disabilities.
- D. The OPRF shall locate, identify and evaluate all children from age 14 through 21 (through the day before the student's 22<sup>nd</sup> birthday), within the OPRF who may be eligible for special education and related services, including children who are not currently enrolled in the school's educational program, children in nonpublic schools, and highly mobile children such as migrants and homeless children. This process shall include:
1. Collecting, maintaining and reporting current and accurate data on all public awareness and child find activities;
  2. Reviewing the overall success and effectiveness of the OPRF's public awareness and child find activities;
  3. Modifying the OPRF's public awareness and child find activities, as necessary and appropriate; and
  4. Utilizing data relative to the OPRF's public awareness and child find activities to plan for the delivery of services to children with disabilities.
- E. OPRF's child find activities shall further include:
1. Hearing and vision screening at regular intervals during the child's school career and annually for all children who receive special education and related services;

2. Ongoing review of each child's performance and progress by teachers and other professional personnel, in order to refer those children who exhibit problems with their educational progress, interaction with others, and/or functioning or adjustment in the school environment and may be eligible for special education and related services;
  3. Coordination and consultation with nonpublic schools located within the OPRF that results in child find activities comparable to those activities undertaken for children in the public schools.
- F. The OPRF's child find activities shall be performed by personnel who meet all relevant certification or other relevant licensing standards.
- G. When responsible School District personnel conclude that an individual evaluation of a child is warranted, the procedures for referral and evaluation set forth herein will be followed.
- H. When there is a reason to believe that a child may have a disability requiring special education and related services, the child shall be referred for a special education evaluation. Referrals may be made by any concerned person, including but not limited to School District personnel, the parent(s)/guardian(s) of the child, an employee of a community service agency, a professional having knowledge of a child's problems, a child, or an employee of the ISBE.
- I. A referral process shall be developed and implemented by the Director of Special Education and communicated annually to all professional personnel

with the OPRF and to persons within the community. The referral procedures shall include:

1. The steps to be taken in making a referral, including a direction that referrals are to be made in writing, signed, and dated;
  2. The person(s) to whom a referral may be made;
  3. The information that must be provided;
  4. Assistance, if needed, to enable persons making referrals to meet all referral requirements; and
  5. A process for providing the parent(s)/guardian(s) with notice of their rights with respect to procedural safeguards.
- J. OPRF shall decide whether or not to conduct an evaluation and notify the parent(s)/guardian(s) and the referring party in writing of the decision and the basis on which the decision was reached.
- K. If the OPRF decides to conduct an evaluation, parental consent must be obtained.
- L. If the OPRF decides not to conduct an evaluation, the parent(s)/guardian(s) and, subject to the requirements of law, the referring party, shall be notified in writing of the date of the referral, the reasons for which the evaluation was requested, the reasons that the OPRF decided not to conduct the evaluation and provided with notice of their rights with respect to procedural safeguards.

LEGAL REF.: 20 U.S.C. §§ 1412 (State eligibility), 1412(a)(7), 1413 (local  
educational agency eligibility).  
34 C.F.R. §§ ~~300.125~~ 300.111.  
105 ILCS 5/14-8.02(b).  
23 Ill.Admin.Code §§ 226.50 (requirements for a FAPE), 226.75  
(definitions), 226.100 (child find responsibility), 226.110  
(referral).



## Section 5. Evaluation and Determination of Eligibility

### A. Definitions

1. Date of Referral: The date on which written parental consent to complete an evaluation is obtained or provided.
2. Domain: An aspect of a child's functioning or performance that must be considered in the course of designing a case study evaluation. The domains are health, vision, hearing, social-emotional status, general intelligence, academic performance, communication status and motor abilities.

### B. Procedures Upon Receipt of Referral

1. Upon receipt of a referral for a special education evaluation, the OPRF shall:
  - a. Obtain any required parent/guardian consent for evaluation;
  - b. Determine whether and to what extent, further evaluation data is needed in each of the relevant domains and from what sources that information should be obtained;
  - c. Advise evaluation team members of the referral and the anticipated completion date of all evaluation components; and
  - d. Coordinate a meeting to consider the results of the completed evaluation(s).

### C. Identification of Needed Assessments

1. An evaluation shall cover all domains, which are relevant to the individual child under consideration.
2. The following procedures shall be used for an evaluation:
  - a. The IEP Team members shall review and evaluate existing information about the child, including the following if available:
    - (1) Information from a variety of formal and informal sources, including information provided by the child's parent(s)/guardian(s);
    - (2) Current classroom-based assessments and observations;
    - (3) Observations by teachers and providers of related services;
    - (4) Information, if any, provided by the child; and
    - (5) Information from specialized evaluations such as those performed by independent evaluators, medical evaluators, behavioral intervention specialists, bilingual specialists, etc.
  - b. The team may conduct its review without a meeting.
  - c. After review of the information described above, the IEP Team members shall determine whether additional evaluation data is needed in any relevant domain and from what source(s) to determine:

- (1) Whether the child has, or continues to have, one or more disabling conditions;
  - (2) The present levels of performance and educational needs of the child;
  - (3) Whether the disability is adversely affecting the child's educational performance;
  - (4) Whether the child needs or continues to need, special education and related services; and
  - (5) Whether any additions or modifications to the child's special education and related services are needed to enable the child to meet the goals and objectives of his/her IEP and to participate appropriately in the general curriculum.
- d. If evaluation data is needed, consent shall be obtained prior to conducting the evaluation. After consent is obtained, the recommended assessments will be completed by qualified individuals. At the time of consent, the parent(s)/guardian(s) shall be provided a copy of the Notice of Procedural Safeguards.
- e. After determining that evaluation data is needed, the OPRF must administer or arrange for such tests and other evaluation procedures as must be necessary to produce the needed information.

f. If additional evaluation is not needed, the OPRF will provide written notice to the parent(s)/guardian(s) of:

- (1) The determination and reasons for such determination; and
- (2) Advise the parent(s)/guardian(s) of their right to request an assessment for the sole purpose of determining whether the child is or continues to be eligible for special education services.

g. Within 10 school days after a parent(s)/guardian(s) requests an assessment to determine whether the child is or continues to be eligible for special education as described in (C)(2)(f) above, the OPRF shall:

- (1) Notify the parent(s)/guardian(s) that it will conduct the assessment and make the necessary arrangements, or;
- (2) Request a due process hearing or notify the parent(s)/guardian(s) of his/her right to request a due process hearing.

D. Timeline for Convening Evaluation Review Meeting

1. Within 60 school days from the date of referral obtaining the written consent to conduct an evaluation, an IEP meeting will be convened to consider the evaluation information and, if the child is determined eligible, an IEP must be developed.

2. If there are fewer than 60 child attendance days remaining in the school year, the evaluation will be completed and a meeting to consider the evaluation data will be held prior to the first day of the next school year.

E. Evaluation Requirements

1. Tests and other materials used to evaluate a child:
  - a. Shall be selected and administered so as not to be discriminatory on a racial or cultural basis;
  - b. Shall be provided and administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so;
  - c. Shall be technically sound and designed to assess the relative contributions of cognitive, behavioral, physical, and developmental factors; and
  - d. Shall be used in a manner consistent with the instructions provided by their publishers.
2. A variety of assessment tools and strategies shall be used by qualified specialists who are trained and knowledgeable and shall be used to gather relevant functional and developmental information about the child. The assessment shall include information provided by the parent that may assist in determining:
  - a. Whether the child is eligible for special education and related services; and, if so,

- b. The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general curriculum or, if in preschool, to participate in appropriate activities.
- 3. When a student is suspected of having a specific learning disability, an observation shall be conducted.
- 4. Any standardized test that is administered shall:
  - a. Have been validated for the specific purpose for which it is used; and
  - b. Be administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the test.
- 5. Tests and other evaluation materials shall be tailored to assess specific areas of educational need and may not be merely those that are designed to provide a single general intelligence quotient.
- 6. Tests shall be selected and administered so as to ensure that, if they are administered to a child with impaired sensory, motor or communication skills, the results of each test accurately reflect the factors that test purports to measure.
- 7. No single procedure and no single individual shall be used as the sole criterion or evaluator for determining whether a child is eligible for special education services or for identifying an appropriate educational program for a child.

8. The school district shall use assessment tools and strategies that provide relevant information and are sufficiently comprehensive to assist in identifying all of the child's needs for special education and related services, whether or not commonly linked to the disability according to which the child has been classified.
9. If an assessment is conducted under nonstandard conditions a description of the extent to which the assessment varied from standard conditions shall be included in the evaluation report. This information is needed so that the team of evaluators can assess the effects of these variances on the validity and reliability of the information reported and determine whether additional assessments are needed. For example, the use of a translator when a qualified bilingual professional is not available may create nonstandard conditions.
10. If any needed portion of an evaluation cannot be completed due to lack of parental involvement, religious convictions of the family, or inability of the child to participate in an evaluative procedure, the district shall note the missing portion(s) in the child's evaluation report and state the reason(s) why such portion(s) could not be completed.

F. Determination of Eligibility

- I. No later than 60 school days following the date of obtaining consent to conduct an evaluation (or prior to the first day of the next school

year if there are less than 60 school days remaining at the time consent is provided), an IEP meeting will be held to consider the results of the evaluation and, if the child is determined to be eligible for special education and related services to develop and IEP.

2. The IEP Team shall include the following individuals:
  - a. The parent(s)/guardian(s) of the child;
  - b. A regular education teacher if the child is or may participate in the regular education environment. For a child of less than school age, an individual qualified to teach preschool children;
  - c. A special education teacher;
  - d. A representative of OPRF who:
    - (1) Is qualified to provide, or to supervise the provision of, specially designed instruction to meet the needs of children with disabilities;
    - (2) Is knowledgeable about the general curriculum;
    - (3) Is knowledgeable about OPRF's resources; and
    - (4) Has the authority to make commitments for the provisions of resources and is able to ensure that the services provided in the IEP are implemented.
  - e. An individual who is qualified to interpret the instructional implications of the evaluation results, who may be one of the individuals listed above;



- f. A representative of any other agency that is likely to be responsible for providing or paying for transition services, if the child is one for whom transition services are to be planned;
  - g. The child, if age 18 or older and/or if a purpose of the meeting is to plan for needed transition services;
  - h. Other individuals with knowledge or special expertise regarding the child, including providers of related services; and
  - i. An individual qualified to administer individual diagnostic evaluations of children if the child is suspected of having a learning disability.
3. The IEP Team, after considering the evaluation and other information available regarding the child, shall determine whether the child is or continues to be eligible for special education and related services as a child with a disability as defined by federal and state law. In making this determination, the IEP Team shall:
- a. Draw upon information from a variety of sources, including aptitude and achievement tests, parental input, teacher recommendations, physical conditions, social or cultural background, and adaptive behavior;
  - b. Ensure that information obtained from all of these sources is documented and considered; and

- c. Ensure that a psychological evaluation has been conducted and a recommendation for eligibility has been made by a school psychologist for all children determined mentally impaired.
- 4. A child may not be determined eligible if the determinant factor for that determination is lack of instruction in reading or math or limited English proficiency and the child does not otherwise meet OPRF's eligibility criteria.
- 5. A report of the IEP meeting will be prepared and contain the following:
  - a. A description of the team's consideration of pre-existing information about the child, all new evaluation results obtained and any other information relevant to the decision about the child's eligibility;
  - b. The date of the meeting;
  - c. The names, positions and signatures of those in attendance at the meeting; and
  - d. Any separate written statement provided by a participant who wishes to be on record as disagreeing with the conclusions expressed in the team's report.
- 6. A copy of the IEP Team's report, together with all documentation upon which it is based will be maintained in the child's temporary education record in accordance with confidentiality requirements.

7. A copy of the completed document will be provided to the parent(s)/guardian(s). If requested, a copy of any evaluation reports will also be provided.
8. No later than 10 school days following the IEP meeting, the parent(s)/guardian(s) will be provided a written notice of the determination of the team, in compliance with 23 Ill. Admin. Code § 226.520. A copy of the Procedural Safeguards Statement will also be provided to the parent(s)/guardian(s) no later than 10 school days following the meeting.

G. Determination of a Learning Disability

1. A team may determine that a child has a specific learning disability if:
  - a. The child does not achieve commensurate with his/her age and ability levels in one of more of the areas listed in paragraph 1.b of this section, if provided with learning experiences appropriate for the child's age and ability levels; and
  - b. The team finds that a child has been a severe discrepancy between achievement and intellectual ability in one or more of the following areas:
    - (1) Oral expression.
    - (2) Listening comprehension.
    - (3) Written expression.
    - (4) Basic reading skill.

(5) Reading comprehension.

(6) Mathematics calculation.

(7) Mathematics reasoning.

c. The use of a process that determines how the child responds to scientific, research-based interventions (RTI) results in a conclusion that the child has a learning disability in addition to consideration of other pertinent information gathered through the case study evaluation process.

2. The team may not identify a child as having a specific learning disability if the severe discrepancy between ability and achievement is primarily the result of:

- a. A visual, hearing or motor impairment;
- b. Mental retardation;
- c. Emotional disturbance; or
- d. Environmental, cultural or economic disadvantage.

3. At least one team member other than the child's teacher must observe the child's academic performance in the regular classroom setting. In the case of a child of less than school age or out of school, a team member shall observe the child in an environment appropriate for a child of that age.

4. For a child suspected of having a specific learning disability, the documentation of the team's determination of eligibility must include a statement of:
  - a. Whether the child has a specific learning disability;
  - b. The basis for making the determination;
  - c. The relevant behavior noted during the observation of the child;
  - d. The relationship of that behavior to the child's academic functioning;
  - e. The educationally relevant medical findings, if any;
  - f. Whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services; and
  - g. The determination of the team concerning the effects of environmental, cultural, or economic disadvantage.
5. Each team member shall certify in writing whether the report reflects his/her conclusion. If it does not reflect his/her conclusion, the team member must submit a separate statement presenting his/her conclusions.

#### H. Reevaluations

1. OPRF shall ensure that a reevaluation of each child with a disability is conducted if conditions warrant an evaluation, or if the child's

parent(s)/guardian(s) or teacher requests a reevaluation, but at least once every three years unless the parent and OPRF agree that such reevaluation is unnecessary.

2. OPRF shall reevaluate an eligible child before determining that he/she is no longer eligible for special education and related Services.
3. A reevaluation shall be conducted in accordance with Section B – F of this Section.

I. Consideration of Privately Obtained Evaluations

1. If the parent(s) advises OPRF that it has recently had the child evaluated by an individual not employed by the OPRF, the OPRF should:
  - a. Request a copy of the evaluation report, if available, for consideration by the IEP Team; and
  - b. Obtain consent for release of information from the private evaluator.
2. Upon receipt of an evaluation report or a request by a parent(s)/guardian(s) to convene an IEP meeting to consider an independent evaluation, the OPRF shall, within 10 days, send written notice of an IEP meeting.
3. At the IEP meeting, the OPRF shall consider the results of the evaluation in an decision made with respect to the child's free appropriate public education.

LEGAL REF.:

20 U.S.C. §§ 1412 (State eligibility), 1412(a)(7), 1413 (local educational agency eligibility), 1413(a)(1), 1414(a)(b)(c).

34 C.F.R. §§ ~~300.126, 220, 320, 321, 530-536, 540, 542-300.301-311.~~

105 ILCS 5/14-8.02.

23 Ill.Admin.Code §§ 226.75 (definitions) 226.110 (referral), 226.120 (~~identification of needed assessments~~), ~~226.130 (evaluation requirements)~~, ~~226.160 (determination of eligibility)~~, ~~226.170 (criteria evaluations)~~, 226.130 (additional procedures for determining the existence of a specific learning disability, 226.180 (independent educational evaluation), 226.210 (IEP Team), 226.520 (notification of district's proposal), 226.840 (qualifications of evaluators).

## Section 6. Individualized Education Programs

### A. Development of IEP

1. An IEP meeting will be conducted within 30 days (and no later than 60 school days from the date of referral) after a child is determined to be eligible. The child receiving special education and related services must have an IEP developed in compliance with these procedures and in effect at the beginning of each subsequent school year.
2. The specific group of persons responsible for the development of the IEP (IEP Team) includes:
  - a. A representative of OPRF (other than the child's teacher) who is qualified to provide or supervise the provision of special education, is knowledgeable about the general curriculum, is knowledgeable about the OPRF resources and has the authority to make commitments for the provision of resources set forth in the IEP;
  - b. At least one of the child's special education teachers, or where appropriate, at least one special education provider of the child. If the child is receiving only speech and language services, the speech and language pathologist shall fulfill his/her role;
  - c. At least one regular education teacher of the child (if the child is, or may be, participating in regular education environment);



- d. One or both of the child's parent(s)/guardian(s);
- e. The child may be invited by either the OPRF or the parent(s)/guardian(s). The OPRF shall invite the child when the purpose of the IEP meeting is to consider and plan transition services or when the child has reached the age of 18. When the child does not attend the IEP meeting where transition services are discussed, the OPRF shall take other steps to ensure that the child's preferences and interests are considered;
- f. Other individuals, at the discretion of the parent(s)/guardian(s) or School District, who have knowledge or special expertise regarding the child, including related services personnel as appropriate;
- g. An individual who is qualified to interpret the instructional implications of the evaluation results;
- h. If appropriate, a qualified bilingual specialist or bilingual teacher (who may be one of the individuals listed above);
- i. If appropriate, and in those cases where the child's behavior impedes his/her learning or the learning of others, a person knowledgeable about positive behavior strategies; and
- j. If transition services will be discussed, the OPRF shall invite representative(s) of other agencies that are likely to be responsible for providing or paying for transition services.

3. The OPRF will take the following steps to encourage parental participation in the IEP process:
- a. OPRF will schedule each IEP meeting at a mutually agreed upon time and place, whenever possible;
  - b. OPRF will notify parent(s)/guardian(s) at least 10 days prior to any IEP meeting of the purpose, time and location of the meeting, the titles of the persons who will be in attendance, and the parent(s)/guardian(s) right to invite other individuals with knowledge or special expertise regarding the child;
  - c. OPRF may conduct an IEP meeting without a parent(s)/guardian(s) in attendance if the OPRF is unable to obtain parent(s)/guardian(s) participation;
  - d. If neither parent(s)/guardian(s) is present at an IEP meeting, the OPRF will maintain a record of attempts to secure parental participation such as:
    - (1) Records of telephone calls made or attempted and the results;
    - (2) Copies of correspondence and any responses received; and
    - (3) Record of home visits and visits to place of employment and the results of those visits.
  - e. If neither parent(s)/guardian(s) can attend and IEP meeting in person, the OPRF will use other methods to ensure

parental participation, including individual or conference telephone calls; and

- f. OPRF will take whatever action is necessary to ensure that the parent(s)/guardian(s) understand the proceedings of the IEP meeting, including the use of an interpreter for parent(s)/guardian(s) who are deaf or limited- or non-English speaking.

- 4. In developing a child's IEP, the IEP Team shall consider the strengths of the child, the concerns of the parent(s)/guardian(s) regarding the child's education, and the most recent valid evaluation and any available useful assessment. The IEP Team shall also consider the following factors and if the child needs a device or service to receive a FAPE, these must be documented in the IEP.

- a. If appropriate, positive behavior strategies, interventions, and supports for children with behavior that impedes their learning or that of others;
- b. Language needs, for children with limited English proficiency;
- c. Instruction in Braille, unless the IEP Team determines it is not needed, for children who are blind or visually impaired;
- d. Communication needs;
- e. Assistive technology devices and services; and

- f. For a child who is deaf or hard of hearing, the IEP Team must consider the child's language and communication needs, opportunities for direct communication with peers and professionals in the child's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the child's language and communication mode.

5. The IEP shall include the following components:

- a. A statement of the child's present levels of educational performance. This must include a statement of how the child's disability affects his/her involvement and progress in the general curriculum. For preschool children, as appropriate, the statement must describe how the disability affects the child's participation in appropriate activities.
- b. A statement of measurable annual goals that reflect consideration of the State Goals for Learning and the Illinois Learning Standards as well as benchmarks or short-term objectives, related to the following:
  - (1) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general curriculum or for preschool children to participate in age appropriate activities;
  - and

- (2) Meeting each of the child's other educational needs that result from the child's disability.
- c. A description of the specific special education and related services and supplementary aids and services and program modifications or supports that will be provided for the child to:
  - (1) Advance appropriately toward attaining the annual goals; and
  - (2) Be involved and progress in the general curriculum and participate in extracurricular and other nonacademic activities.
- d. The projected beginning date for the services and modifications, and the amount, frequency, and anticipated duration of specific special education and related services to be provided.
- e. An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in extracurricular and nonacademic activities.
- f. A statement of any extended school year services to be provided to the child.
- g. A statement of the child's ability to participate in state and School District wide assessments. This statement must include any individual accommodations that are needed for

the child to participate in the assessment. If the IEP Team determines that the child will not participate in a particular assessment of child achievement (or part of an assessment), a statement documenting why the assessment is not appropriate for the child and how the child will be assessed, including a description of alternative assessments, must be included in the IEP.

- h. A statement describing how the child's progress towards annual goals will be measured, and how the child's parent(s)/guardian(s) will be regularly informed (by such means as report cards), at least as often as parent(s)/guardian(s) are informed of their nondisabled children's progress of:
  - (1) The child's progress toward annual goals; and
  - (2) The extent to which the progress is sufficient to enable the child to achieve the goals by the end of the year.
- i. Beginning at age 14, the IEP shall contain a statement of any transition services needed, which focuses on the child's course of study.
- j. When the child reaches 14 ½, the IEP must include goals for employment, postsecondary education, or community living alternatives, and a description of transition supports or

services, including, if appropriate, a statement of the interagency responsibilities or any needed linkages.

- k. The IEP for a child who has reached the age of 17 shall include documentation that the child has been informed of the rights under the IDEA that will transfer to the child when he or she reaches the age of 18.
  - l. The placement of the IEP Team has determined to be appropriate for the child.
6. Before OPRF places a child or refers a child to a private school or facility:
- a. OPRF will convene an IEP meeting with a representative of the private school in attendance or will use other methods to ensure participation by the private school in attendance or will use other methods to ensure participation by the private school or facility (including individual or conference telephone calls) in its development.
  - b. With respect to the annual review and revision of the IEP of a child with a disability placed or referred to a private school by a School District, the OPRF may permit the private school to initiate IEP meetings which will be conducted as described above, provided that the parent(s)/guardian(s) of the child and a representative of the OPRF are invited to

participate in any decision about the child's IEP and agree to any proposed changes in the IEP.

7. Each initial IEP must be completed by the IEP Team no later than 30 days after the determination of eligibility and in no case later than 60 school days from the date of referral. When a child is referred for an evaluation with fewer than 60 days of pupil attendance left in the school year, the eligibility determination shall be made and, if the child is eligible, an IEP shall be in effect prior to the first day of the next school year.
8. No School District shall provide special education or related services to a child with a disability unless and until an IEP has been completed and a placement has been made pursuant to the requirements set forth by federal and State law.
9. OPRF shall provide the parent(s)/guardian(s) with a copy of the IEP at no cost to the parent.
10. Once the child reaches the age of majority, the OPRF shall continue to provide written notices to the child's parent(s)/guardian(s).

B. Determination of Related Services

1. Participants in the IEP Team meetings held to develop, review, or revise the IEP shall determine what related services are necessary to assist a child in benefiting from his special education.



2. If a related service is determined by the IEP Team to be a needed service, the IEP Team shall include the service in the IEP at no cost to the child or to the child's parent(s)/guardian(s).

C. Implementation of the IEP

1. Implementation of the IEP will occur within 10 days after the parent(s)/guardian(s) have been provided notice of the placement unless otherwise agreed by the IEP Team.
2. The IEP must be accessible to all staff members who are responsible for implementing the IEP; each shall be informed of his/her specific responsibilities relating to the IEP and the specific accommodations, modifications and supports to be provided to the child in accordance with the IEP.
3. OPRF is not required by the IDEA to make FAPE available to a child with a disability who has been convicted as an adult under State law and incarcerated in an adult prison. The IEP Team may make modifications to the IEP or placement if the State has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated.

D. Consent for Initial Placement Based upon the IEP

1. As part of the IEP process, the IEP Team must determine the child's special education placement in the least restrictive environment.

2. Written parental consent is required at least 10 days prior to the initiation of the recommended placement. Parent(s)/guardian(s) may waive the 10-calendar-day interval before placement.

E. Review and Revision of the IEP

1. The IEP of each child with a disability currently receiving special education and related services must be reviewed at least annually.
2. The School District must convene an IEP meeting upon notice that transition services described in the IEP are not being implemented as proposed to identify alternative strategies to meet the transition objectives set forth in the IEP.
3. A child's ~~teacher~~educational provider or parent(s)/guardian(s) may request a review of the child's IEP at any time. Within 10 days after receipt of such request, ~~the School District~~OPRF will either agree and notify the parent(s)/guardian(s) of the meeting, or notify the parent(s)/guardian(s) in writing of its refusal to meet. Notice of a refusal will include an explanation of the reason no meeting is necessary to ensure a FAPE to the child.

F. Transfer Children

1. If a child receiving special education transfers into the OPRF, the OPRF will ensure FAPE by providing special education and related services in conformity with an IEP.

- a. The OPRF shall immediately enroll and initiate education services.
  - b. The OPRF may adopt the former School District's IEP. Such adoption does not require an IEP meeting if a copy of the current IEP is available, the parent(s)/guardian(s) indicate satisfaction with the current IEP, and the School District determines that the current IEP is appropriate and can be implemented as written.
  - c. If the OPRF cannot fully implement an IEP from the child's former School District, the receiving School District shall note in the IEP the services to be provided and shall explain what is being done to secure the remaining services, resources, or other unfulfilled portions of the IEP and how long those actions are expected to take.
  - d. OPRF may develop a new IEP for the child if the OPRF or the parent(s)/guardian(s) do not believe the current IEP is appropriate. In such a case, the School District shall, within ten days after the date of the child's enrollment, initiate an IEP meeting for the purpose of development the new IEP. While the new IEP is under development, the OPRF shall implement the IEP from the former School District.
2. If the OPRF does not receive a copy of the transfer child's IEP or verbal confirmation of requirements of the IEP from the former

School District, the child will be enrolled and served in the setting that the OPRF believes will meet the child's needs until the current IEP is obtained or a new IEP is developed.

LEGAL REF.:

20 U.S.C. §§ 1400(c), 1412(a)(4), 1414(d).

34 C.F.R. §§ ~~300.128, 300.340-350~~ 300.112, 300.320-328 (individualized education programs); ~~300.137~~ (performance goals and indicators); ~~300.138~~ (participation in assessments); ~~300.139~~ (reports relating to assessments).

105 ILCS 5/2-3.64, 5/12-8.02.

23 Ill. Admin. Code §§ 226.200 (general requirements), 226.210 (IEP team), 226.220 (factors in development of the IEP), 226.230 (content of the IEP), 226.240 (determination of placement), 226.250 (child aged 3 through 5), 226.260 (child reaching age 3), 226.300 (continuum of placement options), 226.310 (related services, ~~226.320~~ 226.320 (service to students living in residential care facilities), 226.330 (placement by school district in state-operated or nonpublic special education facilities), 226.530 (parents' participation).

## Section 7. Least Restrictive Environment

### A. Overview of Placement

1. OPRF supports the right of children with disabilities to be educated with nondisabled children to the maximum extent appropriate.
2. The child's placement shall be based on the child's IEP and shall be as close as possible to the child's home. Unless the IEP of a child with a disability requires some other arrangement, the child shall be educated in the school that he or she would attend if nondisabled. A placement determination based solely upon the category of a child's disability or on the current configuration of the OPRF service delivery system is prohibited. In selecting the least restrictive environment (LRE), consideration shall be given to any potential harmful effect on the child or on the quality of services received.
3. Children with disabilities must be allowed to participate to the maximum extent appropriate with nondisabled children in nonacademic and extracurricular activities (including meals, recess periods, athletics, clubs and recreational activities).
4. Parental participation shall be encouraged. Written parental consent is required only before initial special education placement. In cases in which written parental consent cannot be obtained, the School District may request a due process hearing to compel services/placement in special education.

B. Participation in Regular Education Programs

1. OPRF shall take steps to ensure that children with disabilities have equal access to the variety of educational programs and services available to nondisabled children.
2. Steps taken by the OPRF to ensure the availability of regular educational programs and services to children with disabilities may include, but not be limited to:
  - a. Modification of instructional methodologies, staffing, materials and equipment to permit effective participation; and
  - b. Individualization of the instructional program including staffing, curriculum modifications, classroom accommodations, modified grading, assistive technology and instructional materials to permit the effective participation of children with disabilities.
3. The IEP must include a statement describing how the child's disability adversely affects the child's participation in, and progress toward general education curriculum objectives, including:
  - a. Participation in extracurricular and other nonacademic activities;
  - b. The extent to which the child will be educated and participate with nondisabled children;

- c. An explanation of the extent, if any, to which the child will not participate with nondisabled children; and
  - d. A statement of any individual modifications in the administration of State or School District-wide assessments necessary in order for the child to participate in the assessments.
- If the IEP Team determines that the child cannot participate in State or School District-wide assessments, the IEP Team must explain why and describe how the child will be alternately assessed. (See Section 6, Individualized Education Programs.)

C. Continuum of Placement Options

- 1. Regular Education Classroom with Modifications – The child receives his/her education in a regular education classroom. A regular education classroom is one that is composed of children of whom at least 70 percent are without identified special education eligibility, that utilizes the general curriculum, that is taught by an instructor certified for regular education, and that is not designated as a general remedial classroom. However, in accordance with the child's IEP, the regular education instruction may be modified through:
  - a. Supportive services or specialized instruction;
  - b. Consultation to and with special education personnel;
  - c. Provision of special equipment, materials and accommodations;
  - d. Modification of the instructional program or grades;

- e. Modification of curriculum content or methodology; or
  - f. Other supplementary services, such as itinerant or resource services, in conjunction with the regular class placement.
2. Regular Classes with Resource Services or Related Services – The child receives his/her education in a regular classroom with the special education instructor ~~for less than 50%~~20% of the school day ~~or less.~~ Resource classes and services for such children shall be subject to the following limitations:
- a. Enrollment shall be limited to the number of children who can effectively and appropriately receive assistance, up to a maximum of ~~20~~15 children.
  - b. The teacher or service provider shall participate in determining the appropriate enrollment.
  - c. A School District may ~~not~~ increase the enrollment in a resource ~~this type of class or service~~by 2 students when a noncertified assistant is provided.
3. Instructional Services – The child receives special education ~~instruction~~instruction for ~~50 percent~~more than 20% of the school day ~~or but not more than 60%.~~ ~~In accordance with a child's IEP, this may include:~~
- a. In accordance with a child's IEP, this may include:



(1) ~~a.~~ Inclusion in those areas of the standard program deemed appropriate; and

(2) ~~b.~~ Provision of related services.

b. Enrollment shall be limited to 10 students, however a School District may increase the class size by 5 students when a noncertified assistant is provided.

4. Instructional Services – The child receives special education instruction for more than 60% of the school day (aka “self-contained”).

a. In accordance with a child’s IEP, this may include:

(1) Inclusion in those areas of the standard program deemed appropriate; and

(2) Provision of related services.

b. Enrollment shall be limited to 8 students, however a School District may increase the enrollment in this type of class by 5 students when a noncertified assistant is provided.

5. ~~4.~~ Special School – The child receives all of his/her special education instruction in a separate facility. In accordance with a child’s IEP, this may include:

a. Inclusion in those areas of the standard program deemed appropriate; and

b. Provision of related services.

6.     ~~5.~~ Home/Hospital Services – The child is eligible for services at home or in a hospital because he/she is unable to attend school due to a medical condition that will cause an absence for two or more consecutive weeks of school or ongoing intermittent absences. Eligibility for home/hospital services shall be determined in accordance with 23 Ill. Admin. Code § 226.300(d).

7.     ~~6.~~ State-Operated or Nonpublic Programs – The child's exceptional characteristics are so profound or complex that no special education program services offered by the public schools can adequately or appropriately meet his/her needs.

D.     Determining Educational Placement

1.     In determining any educational placement of a child, the OPRF shall ensure that:

- a.     The placement decision is made by a group of persons, including the parent(s)/guardian(s), and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options, and is made in conformity with the least restrictive environment requirements;
- b.     The child's placement is determined at least annually, is based on the child's IEP, and is as close as possible to the child's home;

- c. Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school he/she would attend if nondisabled;
  - d. In selecting the LRE, consideration is given to any potentially harmful effect on the child or on the quality of services that the child needs; and
  - e. A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.
2. When making a placement determination, the IEP Team shall review the continuum of placement options set forth in Subsection C, Continuum of Placement Options, in descending order and recommend the first placement option wherein the goals, objectives, benchmarks, accommodations, supportive services, aids and related services can be appropriately implemented.
3. When making a placement determination on behalf of a child with a disability between the ages of 3-5, the OPRF must provide a free appropriate public education (FAPE) in the least restrictive environment. The least restrictive environment alternatives may include:

- a. Providing opportunities for the participation (even part-time) of preschool children with disabilities in other preschool programs operated by public agencies (such as Head Start);
    - b. Placing children with disabilities in private school programs for nondisabled preschool children or private preschool programs that integrate children with disabilities and nondisabled children; or
    - c. Locating classes for preschool children with disabilities in regular elementary schools.
  4. In the event the OPRF must remove a special education child from his/her current program because of behavior believed to be dangerous to the child or to others or due to a weapons or drug violation, the IEP Team or school personnel shall identify an interim alternative educational setting (IAES). This setting will enable the child to continue to progress in the general curriculum and to receive those services and modifications as described in the child's current IEP.
  5. Homebound instruction may be recommended by the IEP Team in accordance with subsection C of this Section and the eligibility requirements under 23 Ill. Admin. Code § 226.300(d).
- E. Placements Outside the Regular Education Environment
1. All services and educational placements must be individually determined based upon the unique abilities and needs of each child.

Before a child can be placed outside of the regular educational environment, the full range of supplementary aids and services that would facilitate the child's placement in a regular environment must be considered. If a determination is made that the child's disability cannot be adequately accommodated in the regular education environment, even with the provision of appropriate supplementary aids and services, the child may then be considered for placement outside the regular education environment.

2. In all cases, placement decisions must be individually determined on the basis of each child's abilities and needs, and not based solely upon the category of the disability, significance of disability, availability of special education and related services, configuration of the service delivery system, availability of space, or administrative convenience. Rather, each child's IEP forms the basis for each placement decision.
3. In recommending a placement outside of the regular education environment, the IEP Team shall first consider placement in both chronologically age-appropriate classroom settings and chronologically age-appropriate schools. The age range of the children in any instructional group shall not exceed 6 years at the secondary level.

F. Placement in Nonpublic Programs

1. An IEP Team recommending placement of a child in a nonpublic special education program, including both day and residential programs, shall not make such recommendations unless no less restrictive setting on the continuum of alternative placements will meet a child's needs.
2. In recommending placement of a child in a special education day programming, the IEP Team shall consider the transportation distance of such placement. Deference shall be given to appropriate programming that is within a reasonable distance from the child's residence and does not exceed one hour of travel each way.

G. Reconsideration of Educational Placement

1. The IEP of each child shall be reviewed at least annually to determine whether the goals for the child are being achieved.
2. The IEP Team may recommend a more restrictive placement as necessary. A more restrictive placement may be recommended if a significant number of the goals, objectives and benchmarks identified in the current IEP were not successfully achieved or it is determined that the curricula, instructional methodologies, staffing patterns and classroom organization identified in the current IEP cannot be adequately implemented in the current placement or setting.

H. Nonacademic and Extracurricular Services

1. The placement decision shall permit the child to participate, as appropriate, in nonacademic and extracurricular services and activities (e.g., meals, recess, recreational activities, and clubs sponsored by the OPRF. According to the needs of the child, as articulated in his/her IEP, a School District may provide service(s) to a child in order to allow him/her to access participation in nonacademic or extracurricular activities (e.g., interpreter, transportation, behavioral contracting.)
2. A child with a disability may be excluded from participation in nonacademic and extracurricular activities for misconduct provided the exclusion is consistent with the OPRF disciplinary code, is applied to children without disabilities and takes into consideration the special needs of the child. NOTE: Placement timelines for an IAES are more thoroughly and cohesively under covered Section 6 (Individualized Education Programs) or Section 13 (Behavior and Discipline) respectively herein. Section 9 (Responsibilities of the IEP Team) was deleted, as it is more appropriately placed in the IEP Section.

LEGAL REF.:

20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Act).  
 20 U.S.C. §§ 1412 (State eligibility), 1412(a)(7), 1413 (local educational agency eligibility).  
 34 C.F.R. §§ ~~300.305~~300.110 (program options), ~~300.345~~300.322 (parent(s)/guardian(s) participation), ~~300.346~~300.324 (development review and revision of IEP), ~~300.347~~300.320 (content of IEP), ~~300.350~~300.114 (general LRE requirements), ~~300.551~~300.115 (continuum of alternative placements), ~~300.552~~300.116 (placements), ~~300.553~~300.117 (nonacademic settings).

- 105 ILCS 5/14-1.02 (children with disabilities), 5/15-8.02 (identification, evaluation & placement of children).
- 23 Ill. Admin. Code §§ 226.240 (determination of placement), 226.300 (continuum of placement options), 226.530 (parent(s)/guardian(s)' participation), 226.730 (case load/class size), 226.220 (factors in development of the IEP), 226.230 (content of the IEP).



**Section 8. Procedures For Children In Nonpublic Special Education Programs/Facilities And Children In Private Schools**

**A. Placements by the OPRF in Nonpublic Special Education Programs/Facilities**

1. The IEP Team shall conduct a meeting(s) and complete and IEP before placing a child in a nonpublic special education program or facility.
  - a. OPRF is responsible for arranging participation of a representative of the private school/facility in the IEP meeting.
  - b. OPRF remains responsible for the development and implementation of the child's IEP.
2. OPRF will determine, for those children placed in a nonpublic special education program or facility, that the provision contained in 23 Ill. Admin. Code § 226.330(c) are satisfied.

**B. Unilateral Placement of Children in Nonpublic Special Education Program or Facility by Their Parent(s)/Guardian(s)**

1. OPRF is not responsible for educational costs, including special education and related services, of children placed in nonpublic special education program or facilities by their parent(s)/guardian(s) if the OPRF made or attempted to make FAPE available to the child and the parent(s)/guardian(s) elected to place the child in a nonpublic special education program or facility.
2. No child who is placed into a nonpublic facility by his/her parent(s)/guardian(s) without the consent or referral of the OPRF has

an individual right to receive the special education and related services the child would receive if enrolled in the OPRF.

3. OPRF will notify the parent(s)/guardian(s) of the conditions under which reimbursement for the cost of a unilateral placement in a nonpublic special education program or facility may be reduced or denied. Those conditions include:

- a. Failure of the parent(s)/guardian(s) to inform the IEP Team of their dissatisfaction with the placement proposed by the OPRF and a statement of their concerns and their intent to enroll their child in a nonpublic special education program or facility at public expense at least 10 business days prior to the removal of the child from the public school; or
- b. If, prior to the parent(s)/guardian(s) removal of the child from the public school, the OPRF informed the parent(s)/guardian(s), through the notice requirements of its intent to evaluate the child, but the parent(s)/guardian(s) did not make the child available for the evaluation; or
- c. Any judicial finding of unreasonableness with respect to the actions taken by the parent(s)/guardian(s).

C. Child Find For Children with Disabilities in Private Schools

1. The OPRF shall develop and implement a system to locate, identify and evaluate children with disabilities ~~who reside in the OPRF and who~~

attend private, including religiously affiliated, schools within OPRF's boundaries.

- a. OPRF is responsible for conducting child find activities for private school children with disabilities that are comparable to those for children with disabilities in public schools.
- b. OPRF shall consult with appropriate representatives of private schools on how to carry out private school child find activities.

D. Special Education and Related Services for Children with Disabilities in Private Schools

1. Upon initial evaluation and determination that a child is eligible for special education and related services, the OPRF will inform the parent(s)/guardian(s) that:
  - a. OPRF or the resident district of the student (if the student is a non-resident) will provide the child a free and appropriate public education (FAPE) if the child is enrolled in the public school.
  - b. If the child remains in the private school ~~and will receive services from the OPRF~~, the OPRF will develop a services plan for the child.
  - c. OPRF is not obligated to provide the special education and related services the child would receive if enrolled in a public school.

2. OPRF shall consult annually with representatives from the private schools to determine:
  - a. Which children will receive services;
  - b. The special education and related services to be provided;
  - c. Where the services will be delivered;
  - d. How the services will be provided; and
  - e. How the services will be evaluated.
3. OPRF shall make final decisions with respect to the services to be provided to eligible children who are enrolled in private schools. The services to be provided to such children are those services that the OPRF has determined, through the consultation process, it will make available.
4. OPRF shall assure that the providers of services to private school children with disabilities meet the same standards as personnel providing services in the public school.
5. OPRF shall be responsible for informing parent(s)/guardian(s) of a private school child, that they may request mediation, initiate a due process hearing or file a written complaint with the ISBE about matters relating only to child find, evaluation and eligibility determinations including the right to an independent educational evaluation.
6. By December 1 of each year, ~~the~~ OPRF will conduct a census of the number of nonpublic school children eligible under IDEA, who may or may not be receiving special education and related services.

LEGAL REF.:

20 U.S.C. §§ 1412 (State eligibility), 1412 (a)(7), 1413 (local educational agency eligibility).

34 C.F.R. §§ ~~300.349~~300.130 (private school placement), ~~300.400~~ (~~applicability of §§ 300.400-300.402~~), ~~300.401~~300.129 (responsibility of State educational agency), ~~300.403~~300.148 (placement of children by parent(s)/guardian(s) if FAPE is at issue), ~~300.450~~300.130 (definition of "private school children with disabilities"), ~~300.451~~300.131 (child find for private school children with disabilities), ~~300.455~~300.132 (services provided), ~~300.457~~300.140 (complaints).

105 ILCS 5/29-4, 14-6.01, 14-7.02.

23 Ill. Admin. Code §§ 226.330 (continuum of placement options), 226.310 (related services), 226.320 (service to students living in residential care facilities), 226.330 (placement by school district in state-operated or nonpublic special education facilities), 226.340 (nonpublic placements by parents), 226.350 (service to children in private schools).

**Section 9. Administrative Procedure - Procedural Safeguards**

**A. Procedural Safeguards Notice**

1. Written notification of the procedural safeguards available to the parent(s)/guardian(s) of a child with a disability shall be given to the parent(s)/guardian(s), at a minimum:
  - a. Upon a child's initial referral for evaluation;
  - b. With each notification of an IEP conference;
  - c. With each request for consent for reevaluation of a child; and
  - d. Upon receipt of a request for a due process hearing as described herein.
2. The procedural safeguards notice shall include a full explanation of all of the procedural safeguards relating to:
  - a. Independent educational evaluation;
  - b. Prior written notice;
  - c. Parental consent;
  - d. Access to educational records;
  - e. The filing of written complaints with the ISBE, including a description of how to file a complaint and the time line for doing so, as described herein;
  - f. Procedures for children who are subject to placement in an interim alternative educational setting;

- g. Requirements for parent(s)/guardian(s)' unilateral placement of children in private schools at public expense;
- h. Mediation;
- i. Due process hearings, including requirements for disclosure of evaluation results and recommendations;
- j. The child's placement during pendency of due process proceedings;
- k. Civil actions; and
- l. Attorney's fees.

B. Prior Notice by School District

- 1. OPRF shall provide 10 days prior written notice to the parent(s)/guardian(s) before proposing or refusing to initiate or change the identification, evaluation, or educational placement of, or the provision of free, appropriate public education to, a child. If the notice is related to an action proposed by the OPRF that also requires parental consent, the OPRF may give notice at the same time as it requests consent.
- 2. The notice required by this Section shall include:
  - a. A description of the action proposed or refused by the OPRF;
  - b. An explanation of why the OPRF proposes or refuses to take the action;

- c. A description of any other options that the OPRF considered and the reason why those options were rejected;
- d. A description of each evaluation procedure, test, record, or report the OPRF used as a basis for the proposed or refused action;
- e. A description of any other factors that are relevant to the OPRF's proposal or refusal;
- f. A statement that the parent(s)/guardian(s) of a child with a disability have protection under the procedural safeguards of the Individuals With Disabilities Education Act, Article 14 of the School Code of Illinois and their respective implementing regulations and an indication of the means by which a description of those procedural safeguards may be obtained;
- g. Sources for parent(s)/guardian(s) to contact to obtain assistance and understanding of the provisions of the IDEA, Article 14, and their respective implementing regulations; and
- h. The availability, upon request, of a list of free or low-cost legal and other relevant services available locally to assist parent(s)/guardian(s) in initiating an impartial due process hearing.

C. Language of Notifications

- 1. The notices required under the "Procedural Safeguards Notice" and "Notice by School District" Sections above shall be written in language



understandable to the general public and provided in the native language of the parent(s)/guardian(s) or other mode of communication used by the parent, unless it is clearly not feasible to do so.

2. If the native language or other mode of communication of the parent(s)/guardian(s) is not a written language, the OPRF shall take steps to insure and document that the notice is translated orally or by other means to the parent(s)/guardian(s) in his/her native language or other mode of communication and that the parent(s)/guardian(s) understands the content of the notice.

D. Opportunity to Examine Records; Parent(s)/guardian(s) Participation in Meetings

1. The parent(s)/guardian(s) of a child with a disability shall be afforded an opportunity to inspect and review all education records with respect to the identification, evaluation, and educational placement of and the provision of free, appropriate education to the child. The OPRF shall insure that parent(s)/guardian(s) of children with disabilities have the opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of, and the provision of free, appropriate public education to, the child. A meeting does not include informal or unscheduled conversations involving School District personnel or other routine communications or consultation between School District personnel, including preparatory activities that school

personnel engage in to develop a proposal or a response to a parent's proposal that will be discussed at an IEP meeting.

2. Whenever a meeting is to be held which a parent(s)/guardian(s) has a right to attend, the following requirements shall apply:
  - a. The OPRF shall notify in writing the parent(s)/guardian(s) at least ten days prior to the proposed date of the meeting of the purpose of the meeting, the proposed date, time, and place for the meeting, who will be in attendance, and the parent(s)/guardian(s)' right to invite other individuals with knowledge or special expertise regarding the child. If a parent(s)/guardian(s) indicates that the proposed date or time is inconvenient, the OPRF shall make reasonable efforts to accommodate the parent(s)/guardian(s)' schedule;
  - b. If neither parent(s)/guardian(s) can attend, the OPRF shall use other methods to attempt to secure at least one parent's participation;
  - c. A meeting may be conducted without a parent(s)/guardian(s) in attendance if the OPRF is unable to obtain the parent(s)/guardian(s)' participation. In this case, the OPRF shall maintain a record of its attempt to arrange a mutually agreed-upon time and place;

- d. OPRF shall take whatever action is necessary to facilitate the parent(s)/guardian(s)' understanding of and participation in the meeting; and
- e. Any document generated during the meeting shall be provided to the parent(s)/guardian(s) upon request, unless applicable federal or State statute or federal regulation requires its automatic provision without a request.

E. Consent

- 1. OPRF shall document that written parental consent is obtained prior to:
  - a. Conducting an initial evaluation;
  - b. The initial provision of special education and related services to a child;
  - c. Conducting any reevaluation;
  - d. Using the parent's private insurance to pay for services required by the child's IEP;
  - e. Using an IFSP instead of an IEP; or
  - f. Disclosing personally identifiable information about a child, consistent with the requirements of federal and State law.
- 2. Consent for a proposed action is written agreement provided by a parent(s)/guardian(s) who has been fully informed of all information relevant to the activity in his/her native language or mode of communication and who understands that information and that the

agreement is voluntary and may be revoked any time prior to the completion of the activity for which consent was given. Once the activity is completed and/or the placement is in effect, consent may be revoked by requesting a due process hearing. If consent is revoked after an evaluation has been completed, the OPRF may convene an IEP meeting to consider the results.

3. Parental consent is not required before reviewing existing data as part of an evaluation or a reevaluation or administering a test or evaluation that is administered to all children unless parental consent is required of all children taking the test.

F. Request for Impartial Due Process Hearing

1. A parent, a School District, or a child may request an impartial due process hearing for any reason relative to the identification, evaluation, or placement of, or the provision of free, appropriate public education, a child who is or may be eligible for special education and related services.
2. OPRF shall provide the parent(s)/guardian(s) with a model due process request form designed by the ISBE in accordance with 34 C.F.R. § ~~300.507~~ ~~(e)(1)(v)(3)~~ 300.500 et seq. or inform the parent(s)/guardian(s) that the request for a hearing must be submitted in writing and include the following information:
  - a. The name and address of the child;

- b. The name of the school that the child attends;
  - c. A description of the nature of the problem, including facts relating to such problem;
  - d. The remedy being sought, if known and available to the parent(s)/guardian(s) at the time; and
  - e. If known, whether the parent(s)/guardian(s) will be represented by legal counsel or an advocate.
- 3. The Director of Special Education shall assist parent(s)/guardian(s) in taking whatever action is necessary to use the hearing process.
  - 4. If the OPRF initiates a hearing, the Superintendent shall file a written request with the ISBE and provide the parent(s)/guardian(s) with a copy of the request at the same time. The OPRF's written request shall contain the same information as that required for a parent's request, as described in this Section.
  - 5. OPRF shall not deny a request for a hearing that conforms with the requirements of this Section.
  - 6. OPRF shall inform the parent(s)/guardian(s) in writing of the availability of mediation and of any free or low-cost legal services and other publicly-funded services available in the area if the parent(s)/guardian(s) requests the information or the parent(s)/guardian(s) or the OPRF initiates a hearing.

7. The OPRF shall, within 5 days after its receipt of a request for a due process hearing, forward the request by certified mail or another means that provides written evidence of delivery to the ISBE, Center for Special Education. The information transmitted with the request for a due process hearing shall include:
  - a. The name, address, and telephone number of the child and of the parent, and of the person making the request if other than the child or parent;
  - b. The date that the OPRF received the due process hearing request;
  - c. The nature of the controversy to be resolved;
  - d. The remedy being sought;
  - e. The primary language spoken by the parent(s)/guardian(s) and the child; and
  - f. A copy of the request.
8. OPRF shall send to the parent(s)/guardian(s) by certified mail or another means providing written evidence of delivery, a copy of the request and all attachments sent to the ISBE.
9. Within 10 calendar days after receiving a due process request initiated by a parent or guardian, OPRF will provide the parent or guardian with a "prior written notice" letter which will:

- a. Explain why OPRF proposed or refused to take the action raised in the due process request;
  - b. Describe other options that the IEP team considered and the reasons why those options were rejected;
  - c. Describe each evaluation procedure, assessment, record or report the agency used as the basis for the decision; and
  - d. Describe the factors that are relevant to OPRF's proposal or refusal to take the action requested by the parent or guardian.
10. Within 15 calendar days of receiving a due process request initiated by a parent or guardian OPRF may, if appropriate, object to the sufficiency of that due process request.

Additionally, OPRF shall within this same time frame convene a resolution session with the parents. This resolution session must include an OPRF representative who has decision making authority. If agreement is reached, the parties shall execute a written legally binding agreement which may be voided by either party within 3 business days thereafter.
11. Alternatively, the parties may waive the resolution session and participate in mediation with a trained mediator appointed by the Illinois State Board of Education. See Paragraph I below.
12. ~~9.~~ During the pendency of any administrative or judicial proceeding initiated pursuant to this Section, except as provided below, unless the

OPRF and the parent(s)/guardian(s) of the child agree otherwise, the child shall remain in his/her current educational placement. If the hearing involves the initial admission of the child to the public school, the child must be placed in the public school, with the parent's consent, until the completion of all the proceedings. If the decision of the hearing officer agrees with the parent(s)/guardian(s) that a change of placement is appropriate, that placement shall be treated as agreement between the State or School District and the parent(s)/guardian(s) for purposes of this Section.

13. ~~10.~~ School personnel have the authority to change the current educational placement of a child with a disability:

- a. For not more than 10 consecutive school days for any violation of school rules, and additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement as defined the IDEA and related federal and State regulations); and
- b. To an appropriate interim alternative educational setting for the same amount of time that a child without a disability would be subject to discipline, but for not more than 45 school days, if



- (1) The child carries a weapon to or possesses a weapon at school, on school premises or to or at a school function;
- (2) The child knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or ~~at a~~ on school premises or at a school function; ~~or~~;
- (3) The child has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function or;
- (4) ~~(3)~~ Ordered by a hearing officer ~~in accordance with the expedited hearing procedures set forth below~~ when OPRF requests an expedited hearing if school personnel believe that maintaining the student's current placement is substantially likely to result in injury to the student or others.

14. ~~11.~~ OPRF will fully cooperate with the timelines set forth by the hearing officer to ensure that the hearing process is completed within 45 days from the date the request for a hearing was received.

15. ~~12.~~ The parent(s)/guardian(s) or the OPRF may appeal the due process hearing findings and decision, within 120 days from the date the decision

was mailed to the parties, by commencing a civil action in any court of competent jurisdiction.

16. ~~13.~~ OPRF will arrange for an electronic ~~vibration~~ verbatim record of the hearing to be made and, upon request, the OPRF make available to the parent(s)/guardian(s), at no cost, a copy of the record of the hearing. The OPRF shall seek reimbursement from the ISBE for one-half the cost of providing these copies.

G. Parental Request Expedited Due Process Hearings ~~Hearings~~ Hearing

- ~~1. OPRF may request an expedited hearing if school personnel maintain that it is dangerous for the child to be in the current placement.~~

1. ~~2.~~ The parent(s)/guardian(s) or child if he or she is at least 18 years of age or emancipated *may* request an expedited hearing if there is disagreement with regard to:

- a. The OPRF's determination that a child's behavior was not a manifestation of his/her disability;
- b. The decision of the OPRF to move the child to an interim alternative educational setting, or
- c. The interim alternative educational setting selected.

H. Procedural Requirements For Expedited Hearing

1. ~~3.~~ When requesting an expedited hearing the requesting party must provide the following:
  - a. Name of legal counsel if the party is represented by counsel or intends to retain counsel;
  - b. Matters in dispute and specific relief sought;
  - c. Names of all witnesses to be called to testify at the hearing; and
  - d. Relevant documents.
2. ~~4.~~ No later than two days prior to the hearing, both parties involved in the expedited hearing must disclose to the hearing officer and to each other any evidence, which is intended to be submitted into the hearing record.

I. ~~H.~~ Mediation

1. The purpose of mediation is to attempt to informally resolve disputes regarding the identification, evaluation, or placement of, or the provision of free, appropriate public education to, a child. The OPRF shall inform parent(s)/guardian(s), at least whenever a due process hearing is requested, that the ISBE offers a process of mediation that may be used to resolve such disputes.
2. The ISBE's Special Education Unit shall appoint a trained impartial mediator upon the request of the parent(s)/guardian(s) or the OPRF. Mediation sessions shall be scheduled in a timely manner and held in a location that is convenient to the parties.

3. Mediation is entirely voluntary. In no way shall mediation be used as a means to deny or delay a parent's right to a hearing or any other rights afforded under IDEA, Article 14, or their implementing regulations.
4. Any resolution reached as part of the mediation process shall be set forth in writing and be consistent with State and federal law.
5. Discussions that occur during mediation shall be confidential and may not be used as evidence in any subsequent due process hearings or civil proceedings.

L. ~~I.~~ Complaints

1. A parent, individual, organization, or advocate may file a signed, written complaint with the ISBE alleging that the OPRF has violated the rights of one or more children with disabilities. Such a complaint must include:
  - a. A statement that the OPRF has violated a requirement of the IDEA, Article 14, or their implementing regulations;
  - b. The facts on which the statement is based; and
  - c. The name(s) of the child/children involved, if known.
2. Investigation of such complaints with the ISBE and orders for any required corrective action shall be in accordance with 34 C.F.R. § ~~300.661~~ 300.151 et. seq. and 23 Ill. Admin. Code § 226.570.

K. ~~J.~~ Surrogate Parent(s)/Guardian(s)

1. OPRF shall ensure that the rights of a child with a disability are protected through the appointment of a qualified surrogate parent(s)/guardian(s) when:
  - a. The parent(s)/guardian(s) cannot be identified or located; or
  - b. The child is a ward of the State living in a residential facility.
2. OPRF shall undertake reasonable efforts to identify and discover the whereabouts of the parent(s)/guardian(s) of the child with a known or suspected disability. Such reasonable efforts may include documented phone calls, letters, certified letters with return receipts, visits to the home, and interviews with relatives and other individuals who may have knowledge of the whereabouts of the child's parent(s)/guardian(s).
3. If, after reasonable efforts have been made, the parent(s)/guardian(s) cannot be located, the OPRF shall take similar steps to establish contact with a relative, or an individual with whom the child resides and/or the individual or agency which is legally responsible for the child's care and education.
4. If, after reasonable efforts have also been made to identify a guardian of the child or a person acting as the parent(s)/guardian(s) of the child, no such person has been either identified or located, the OPRF shall make a written request to the ISBE to appoint a surrogate parent(s)/guardian(s) for the child in matters relating to the identification, evaluation, and

educational placement of, and provision of free, appropriate public education to, him or her.

5. The written request to the ISBE shall include information on the racial, linguistic or cultural background of the child.

L. ~~K~~-Independent Educational Evaluations

1. Parent(s)/guardian(s) have the right to obtain an independent educational evaluation of their child, subject to the provisions of federal and State law.
2. The OPRF shall provide to the parent(s)/guardian(s), upon their request, the list of independent educational evaluators developed by the ISBE.
3. If the parent(s)/guardian(s) disagree with the OPRF's evaluation and wish to obtain an independent educational evaluation at public expense, they shall submit to the Superintendent a written request to that effect.
4. If the OPRF disagrees with the need for an independent educational evaluation, it shall initiate a due process hearing to demonstrate that its evaluation is appropriate. Such a hearing shall be initiated by the OPRF within five days following receipt of a written parental request.
5. An independent educational evaluation at public expense shall be completed within 30 days after receipt of a parent's written request, unless the OPRF initiates a due process hearing or the parties agree that the 30-day period should be extended. If either party wishes such an

extension and is unable to obtain the other party's agreement, the OPRF shall initiate a due process hearing within ten school days after the date on which the extension was proposed.

6. If the final decision of the hearing and review process is that the OPRF's evaluation is appropriate, the parent(s)/guardian(s) shall have the right to an independent educational evaluation, but not at public expense.
7. If the OPRF's evaluation is shown to be inappropriate, the OPRF shall pay for the independent educational evaluation or reimburse the parent(s)/guardian(s) for the cost of said evaluation.
8. If the parent(s)/guardian(s) is entitled to an independent educational evaluation at public expense, it shall be completed within 30 days after the decision is rendered, unless the parties agree that the 30-day period should be extended. If either party wishes such an extension and is unable to obtain the other party's agreement, the OPRF shall initiate a due process hearing within ten school days after the date on which the extension was proposed.
9. When an independent evaluation is obtained at public expense, the party chosen to perform the evaluation shall be either:
  - a. An individual whose name is included on the list provided by the ISBE with regard to the relevant type(s) of evaluation; or
  - b. Another individual possessing the credentials required by 23 Ill. Admin. Code § 226.840.

10. If the parent(s)/guardian(s) wishes an evaluator to have specific credentials in addition to those required by 23 Ill. Admin. Code § 226.840, the parent(s) and the OPRF shall agree on the qualifications of the examiner and the specific evaluation(s) to be completed prior to the initiation of an independent educational evaluation at public expense. If agreement cannot be reached, the OPRF shall initiate a due process hearing subject to the time constraints set forth in this Section.
11. The conditions under which an independent evaluation is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, shall meet the criteria that the OPRF uses when it initiates an evaluation, to the extent that those criteria are consistent with the parent's right to an independent evaluation.
12. If the parent(s)/guardian(s) obtains an independent educational evaluation, the written result of that evaluation shall be considered by the IEP Team. The OPRF shall send the notice convening the IEP Team's meeting within ten days after receiving the evaluation report, or after the parent(s)/guardian(s) requests a meeting to consider the results of an independent evaluation, and:
  - a. OPRF shall consider the results in any decision made with respect to the provision of a free appropriate public education to the child;



- b. The independent evaluation results may be presented as evidence at a hearing or review regarding the child under IDEA and Article 14.

M. ~~L.~~ Transfer of Parental Rights

1. All rights accorded to parent(s)/guardian(s) under the IDEA, Article 14, and their implementing regulations transfer to the child when he or she reaches 18 years of age or becomes an emancipated minor, unless a legal guardian has been appointed for the child. The FCSES shall notify the child and the parent(s)/guardian(s) of such transfer of rights at least one year prior to the date that the child reaches the age of majority.
2. OPRF shall provide any notice required by the IDEA, Article 14, and their implementing regulations to the child and the parent(s)/guardian(s).

LEGAL REF.: 20 U.S.C. §§ 1412 (State eligibility), 1412 (a)(7), 1413 (local educational agency eligibility), 20 U.S.C. §§ 1401 et seq. 34 C.F.R. Part 300.  
105 ILCS 5/14-1.01 et seq.  
23 Ill. Admin. Code Part 226 (special education).

## Section 10. Personnel Development

### A. Employment of Personnel

1. OPRF, ~~or the cooperative entity of which it is a member,~~ shall employ sufficient professional and noncertificated personnel to deliver and supervise the full continuum of special education and related services required by the eligible children who reside within the OPRF.
2. The number and type of personnel employed shall be based upon child needs, not administrative convenience.
3. The OPRF shall periodically submit to ISBE a roster of individuals who are employed or will be employed to provide special education or related services to the children of the OPRF.
4. All personnel employed to deliver or supervise special education or related services to School District children shall hold the qualifications and certifications as provided in § 226.800 of the Illinois State Regulations, provided however, that personnel who have received special education teaching approval in accordance with § 226.810 or authorization for assignment in accordance with § 226.820 shall be deemed qualified under this Section.

B. Personnel Development Program

1. OPRF shall develop and implement a comprehensive personnel development program for all personnel involved with the education of children with disabilities.
2. OPRF shall provide in-service presentations to all personnel working with children with disabilities to assist them in developing and maintaining skills and knowledge necessary to meet the needs of children and disabilities.
3. To the extent appropriate, the OPRF shall contribute to and use the comprehensive system of personnel development developed by the State.

LEGAL REF.: 20 U.S.C. §§ 1412 (State eligibility), 1412 (a)(7), 1412(a)(13), 1413 (local educational agency eligibility) 1413(a)(1).  
34 C.F.R. §§ ~~300.220, 300.156~~, 300.221, ~~300.380, 300.381, 300.382, 300.207~~.  
23 ILL. Admin. Code §§ 226.800 (personnel required to be qualified), 226.810 (special education teaching approval), 226.820 (authorization for assignment).

**Section 11.   Supplementation of State, Local and Other Federal Funds;  
Maintenance of Efforts; Use of Part B; Excess Cost; Permissive Use  
of Funds; Treatment of Charter Schools**

**A.     Application and Use of Part B Flow Through Funds**

1.     The Director of Special Education is responsible for the OPRF's application for IDEA Part B funds to the Illinois State Board of Education (ISBE), in accordance with the established requirements and timelines, including, but not limited to, the submission of certain information as required by IDEA's implementing regulations. The Superintendent and the Director of Special Education and/or their designees shall monitor expenditure and budgeting of IDEA Part B funds to ensure that they are expended in accordance with the requirements of the IDEA and the regulations of the ISBE. Any ISBE prescribed formulas and any financial records specified by the ISBE shall be compiled and maintained by the School District annually and shall be available for audit review.
2.     Should the ISBE make a decision to reduce or deny IDEA Part B funding to the OPRF, the Superintendent or Director of Special Education may request a hearing from the ISBE regarding the State's decision to reduce or deny the OPRF's application for Part B funds.

**B.     Use of Funds**

1. OPRF will only use IDEA funds to pay the "excess cost" of providing special education and related services.
2. OPRF will use IDEA funds to supplement and, to the extent practicable, increase the level of State and local funds expended for the education of children with disabilities.
3. OPRF shall describe, in its application for Part B funds, how it will use the funds during the next school year.
4. OPRF may use funds received under Part B of IDEA for any fiscal year to carry out a school-wide program under Section 1114 of the Elementary and Secondary Education Act of 1965 in accordance with the requirements set forth at 34 CFR ~~300.234~~300.206.
5. OPRF may use such funds for the following ~~in accordance with 34 CFR 300.235(b)~~:
  - a. The costs of special education and related services and supplementary aids and services provided in a regular class or other education related setting to a child with a disability in accordance with the IEP of the child, even if one or more nondisabled children benefit from these services;

- b. To develop and implement a fully integrated and coordinated services system ~~in accordance with 34 CFR 300.244.~~

C. Use of Part B Funds for Charter Schools Within the School District

1. The Superintendent and the Director of Special Education and their designees shall ensure that the School District serves children with disabilities attending public charter schools within their School District in the same manner as it serves children with disabilities in other School District schools if such charter school was approved by the Board of Education. IDEA Part B funds shall be provided to those charter schools approved by the Board of Education in the same manner as the School District provides those funds to its other schools.

D. The Use of Part B Funds for the Benefit of Children with Disabilities Placed in Private Schools

1. The Superintendent and the Director of Special Education or their designees shall be responsible to ensure that IDEA Part B funding is expected expended to provide services to IDEA eligible children enrolled in private schools in a manner consistent with the requirements of the IDEA, The School Code and ISBE's regulations. IDEA Part B funds may not be used for the following:

- a. Classes that are organized separately on the basis of school enrollment or religion of the children if the classes are at the same site and the classes include children enrolled in public schools and children enrolled in private schools;
  - b. To finance the existing level of instruction in a private school or to otherwise benefit the private school; and
  - c. To fund repairs, minor remodeling, or construction of private school facilities.
2. IDEA Part B funds may be used to make public school personnel available in other than public facilities to the extent necessary to provide services for private school children with disabilities if those services are not normally provided by the private school and only to the extent otherwise consistent with the law.
3. IDEA Part B funds may be used to pay for the services of an employee of a private school to provide children with disabilities with services if the employee performs the services outside of his or her regular hours of duty and the employee performs the services under public supervision and control.
4. OPRF shall keep title to and exercise continuing administrative control of all property, equipment, and supplies the School District acquires with public funds, which may be used to

support special education services provided to children enrolled in private schools. Any equipment and supplies placed in a private school shall be used only for purposes related to the provision of special education services to eligible children as delineated and in accordance with the IDEA and shall be placed in the private school only if the equipment can be removed from the private school without remodeling the private school facility. Any equipment placed in a private school shall be

5. \_\_\_\_\_



removed when no longer needed or if necessary to avoid unauthorized use of the equipment.

LEGAL REF.

20 U.S.C. §§ 1412, 1413.

- 34 C.F.R. §§ 300.144 (hearing relating to LEA eligibility), ~~300.180~~300.200 (condition of assistance), ~~300.184~~300.202 (excess cost requirement), ~~300.185~~ (meeting the excess cost requirement), ~~300.220~~300.201 (consistency with State policies), ~~300.221~~ (implementation of CSPO), ~~300.230~~300.202 (use of amounts), ~~300.231~~300.203 (maintenance of effort), ~~300.232~~300.204 (exception to maintenance of effort), ~~300.233~~ (treatment of federal funds in certain fiscal years), ~~300.234~~300.206 (school wide programs under Title I of the ESEA), ~~300.235~~300.208 (permissive use of funds), ~~300.240~~300.211 (information for SEA), ~~300.241~~300.209 (treatment of charter schools, and their students), ~~300.242~~300.212 (public information), ~~300.244~~ (coordinated services system), ~~300.245~~ (school based improvement plan), ~~300.246~~ (plan requirements), ~~300.247~~300.211 (responsibilities of the LEA), ~~300.248~~ (Limitation), ~~300.249~~ (additional requirements), ~~300.250~~ (extension of plan), ~~300.458~~300.143 (separate classes prohibited), ~~300.459~~300.141 (requirement that funds not benefit a private school), ~~300.460~~300.142 (use of public school personnel), ~~300.461~~300.142 (use of private school personnel), ~~300.462~~300.144 (requirements concerning property, equipment, and supplies for the benefit of private school children with disabilities).
- 23 Ill. Admin. Code §§ 226.770 (fiscal provisions), 226.350 (services to children in private schools).

## Section 12. Behavioral Intervention and Discipline

### A. Behavioral Interventions

1. Behavioral interventions shall be used with children with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors.
2. A committee shall be established to develop and monitor procedures on the use of behavioral interventions for children with disabilities. The committee shall review the State Board of Education's guidelines on the use of behavioral interventions and use them as a non-binding reference. The behavioral intervention procedures shall be furnished to the parent(s)/guardian(s) of all children with individual education plans within 15 days after their adoption or amendment by, or presentation to, the Board or at the time an individual education plan is first implemented for a student; all children shall be informed annually of the existence of the procedures. At the annual individualized education plan review, a copy of the District's behavioral intervention policy and procedures shall be given and explained to parent(s)/guardian(s). A copy of the procedures shall be available at any time and provided upon request of the parent(s)/guardian(s).

3. A behavioral intervention plan shall be based on a functional behavior assessment and shall include positive behavioral intervention strategies, and supports to address the inappropriate behavior. A functional behavioral assessment shall be completed, if appropriate, in relationship to the development or modification of a student's behavioral intervention plan. A functional behavioral assessment is an assessment process for gathering information regarding a student's target behavior, its antecedents and consequences, controlling variables, the student's strengths, and the communicative and functional intent of the behavior, for use in developing behavioral interventions. The conduct of the functional behavioral assessment does not require parental consent unless the IEP Team decides to conduct individualized assessments that go beyond the review of existing data and the administration of tests or other evaluations that are administered to all children.

B. Discipline of Children with Disabilities

1. OPRF shall comply with the provisions of the Individuals With Disabilities Education Act (IDEA) when disciplining students. No special education student will be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his/her disability. Any special education student whose gross disobedience or

misconduct is not a manifestation of his/her disability may be expelled pursuant to the expulsion procedures, except that such child shall continue to receive educational services as provided in the IDEA during the period of expulsion so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in his/her IEP.

2. A special education student may be suspended for periods of no more than 10 consecutive school days each in response to separate incidents of gross disobedience or misconduct, regardless of whether the student's gross disobedience or misconduct is a manifestation of his/her disability, as long as the repeated removals do not constitute a pattern that amounts to a change in placement (considering factors such as the length of each removal, the total amount of time the child is removed, and the proximity of the removals to one another) and provided that such child receives educational services to the extent required by the IDEA during such removals after the first 10 school days removal.
3. Any special education student may be temporarily excluded from school by court order or by order of a duly appointed State of Illinois impartial due process hearing officer changing the student's

placement to an appropriate interim alternative educational setting for up to 45 school days, if the OPRF demonstrates that maintaining the child in his/her current placement is substantially likely to result in injury to the child or others.

4. A special education student who has carried a weapon to or possesses a weapon at school, on school premises, or to or at a school function or who knowingly possesses or uses illegal drugs or sells or solicits the sale of controlled substance while at school or on school premises or a school function or who has inflicted serious bodily injury upon another person while at school, on school premises or at a school function may be removed from his/her current placement. All such children shall be placed in an appropriate interim alternative educational setting for no more than 45 school days in accordance with the IDEA. The length of time a child with a disability is placed in an alternative educational setting must be the same amount of time that a child without a disability would be subject to discipline.

C. Special Education Suspension Procedures

1. All suspension notices and suspension review procedures established by the School Code shall be followed when suspending a special education student. In addition, a special education student who is

suspended from school for more than 10 school days in a school year shall receive educational services in accordance with the IDEA.

2. The first time a child is removed for more than 10 cumulative days during the school year, the OPRF shall, no later than 10 business days after the decision to suspend a child is made, convene an IEP meeting to review and, if appropriate, modify the student's behavior intervention plan, as necessary, to address the student's behavior. If no behavior intervention plan is in place, the IEP Team shall develop a plan for a functional behavioral assessment that must be used to develop a behavior intervention plan.
3. For all subsequent removals of the child that do not constitute a change in placement, the IEP Team members must review the behavior intervention plan and its implementation. If any team member indicates that the plan may need to be modified, the IEP Team must be convened to review the plan and revise it, if appropriate.
4. For all removals that exceed 10 cumulative days during one school year, the OPRF must provide services to the student. School personnel, in conjunction with the student's special education teacher, shall determine the services to be provided. Such services

must be designed to enable the child to progress in the general curriculum and advance toward his/her IEP goals.

D. Special Educational Expulsion Procedures

1. OPRF shall promptly notify the student's parent(s)/guardian(s) of the gross disobedience or misconduct and whether the child shall be recommended for expulsion. All procedural protections pertaining to notice provided under the OPRF's discipline policy shall apply to a notice of recommended expulsion in the case of a special education student. The parent(s)/guardian(s) shall also receive a copy of the procedural safeguard and written notification that:
  - a. An IEP conference shall be convened to determine whether the student's act of gross disobedience or misconduct is a manifestation of his/her disability. The IEP meeting shall take place as soon as possible, but no later than 10 school days after the decision to discipline the child is made.
  - b. The student's parent(s)/guardian(s) are requested to attend the IEP Team meeting at the date, time, and location specified in the notice.
2. For purposes of such manifestation determination review, the IEP Team shall include the members of the student's IEP Team and other

qualified personnel including, but not limited to, the authorized administrator familiar with the act of misconduct.

3. In carrying out the manifestation determination review, the team shall consider, in terms of the behavior subject to the disciplinary action, all relevant information including:
  - a. Evaluation and diagnostic results, including relevant information supplied by the parent(s)/guardian(s);
  - b. Observations of the student; and
  - c. The student's IEP and placement.
4. The team may determine that the subject behavior was not a manifestation of the student's disability only if it is determined that:
  - a. ~~The student's IEP and placement were appropriate and special education, supplementary aids and services, and behavior intervention strategies were provided consistent with the student's IEP and placement;~~  
conduct in question was not caused by, or had a direct and substantial relationship to, the child's disability; or
  - b. ~~The student's disability did not impair the ability of the child to understand the impact and consequences of the behavior subject to the disciplinary action; and~~



b. ~~e. The student's disability did not impair the ability of the child to control the behavior subject to the disciplinary action~~ conduct in question was not the direct result of OPRF's failure to implement the child's IEP.

5. If, at the manifestation determination review conference, it is determined that the behavior of the child was a manifestation of his/her disability, the authorized administrator shall not continue with his/her recommendation for expulsion. The authorized administrator may request a review of the appropriateness of the educational placement of the child in accordance with the federal and State law. During the period necessary to propose a new placement, the child will remain in his/her then-current placement unless:

- a. The child has not served a full 10 school day suspension imposed for the gross disobedience or misconduct, in which case the child may be required to serve the remaining days of his/her suspension; or
- b. The parent(s)/guardian(s) and the School District agree on an interim placement; or
- c. OPRF obtains an order from a court of competent jurisdiction or a State of Illinois impartial due process

hearing officer changing the then-current placement or providing for other appropriate relief.

6. If, at the manifestation determination review conference, it is determined that the behavior of the child was not a manifestation of his/her disability, the authorized administrator may continue with his/her recommendation that the child be considered for expulsion by the School Board. In addition to issues regularly determined at an expulsion hearing, the authorized administrator must present evidence that the manifestation determination review team met and concluded that the student's misconduct was not a manifestation of his/her disability, which shall be duly noted by the Board. The administration shall ensure that relevant special education and disciplinary records of the child are transmitted for consideration by the Board. However, if the student is expelled, he/she must:

~~7. If a special education student is expelled from school in accordance with the procedures set forth above, the OPRF shall convene an IEP meeting to develop an educational program to deliver educational services to the child during such period of expulsion.~~

- a. Continue to receive educational services so as to enable the child to continue to participate in the general education

curriculum, although in another setting and to progress toward meeting the goals set out in his/her IEP; and

- b. Receive, as appropriate, a functional behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

E. ~~Weapon and~~ Drug and Serious Bodily Injury Offenses.

1. In accordance with the above procedures, when a child with a disability:

- a. Carries a weapon to or possesses a weapon at school, on school premises or to or at a school function;
- b. ~~1. In accordance with the above procedures, the School District may take one or more of the following steps when a child with a disability carries a weapon to school or to a school function or knowingly~~Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or on school premises or at a school-related function; or
- c. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function; OPRF may take the following steps:

- (1) ~~a.~~ Suspend the child from school for 10 school days or less; or
- (2) ~~b.~~ Convene an IEP conference to: (a) determine placement in an interim alternative educational setting for up to 45 ~~calendar~~ school days, (b) review and, if appropriate, modify the student's behavior intervention plan, as necessary, to address the student's behavior (if no behavior intervention plan is in place, the IEP Team shall develop a plan for a functional behavioral assessment that must be used to develop a behavior intervention plan), and (c) conduct a manifestation determination review.
- (3) ~~(1)~~ The child may be placed in an interim alternative educational setting even if the behavior is a manifestation of the student's disability.
- (4) ~~(2)~~ The interim alternative educational setting must: (a) Enable the child to continue to ~~progress~~ participate in the general curriculum, although in another setting; and; (b) Enable the child to ~~receives the services and~~ progress toward meeting the goals set

forth in his/her IEP; and ~~(c) Include services and modifications designed to address the misconduct to prevent it from recurring.~~

(5) Expel the child from school pursuant to the provisions of Special Education Expulsion Procedures; above.

2. If the parent(s)/guardian(s) disagree with the interim alternative educational placement ~~or~~ with the District-proposed placement or with any expulsion and initiate a due process hearing, the child must remain in the interim alternative educational setting during the authorized review proceedings, unless the parent(s)/guardian(s) and the OPRF agree on another placement or a court of competent jurisdiction or a State of Illinois impartial due process hearing officer a change in placement.

F. Change of Placement if Maintenance of Current Placement Is Likely to Result in Injury

1. In the event that maintenance of a student's current placement is substantially likely to result in injury to the child or to others, the OPRF may seek an order from a court of competent jurisdiction or a State of Illinois impartial due process hearing officer to change the student's placement to an appropriate interim alternative educational setting for one or more 45-school day periods after convening an IEP meeting to:

- a. Conduct a manifestation determination review following procedures described under sub-heading "Special Education Expulsion Procedures," above, and
- b. Determine a proposed interim alternative educational setting that meets the requirements under sub-heading "Weapon, Drug and ~~Drug~~ Serious Bodily Injury Offenses," above.

2. The length of time a child with a disability is placed in an alternative educational setting must be the same amount of time that a child without a disability would be subject to discipline.

G. Disciplining Children Not Yet Eligible Under IDEA

1. Any child who has not been determined to be eligible for special education and related services and who engages in behavior that violates the OPRF's code of conduct shall be disciplined in accordance with the District's discipline policy for nondisabled students, unless the OPRF had knowledge that the child was a child with a disability.
2. The OPRF will be deemed as having knowledge that a child may be eligible for special education and related services prior to the disciplinary incident, if any one of the following conditions exists:
  - a. The parent(s)/guardian(s) of the child expressed concern in writing (or orally if the parent(s)/guardian(s) does not know how to write or has a disability that prevents a written statement) to ~~school~~OPRF supervisory or administrative personnel, or a teacher of the child that the child is in need of special education and related services;
  - ~~b. The behavior or performance of the child demonstrates the need for special education and related services;~~
  - b. ~~e.~~ The parent(s)/guardian(s) of the child ~~has~~ requested an evaluation of the child; or
  - c. ~~d.~~ The child's teacher or other school personnel expressed ~~concern in writing~~specific concerns about a pattern of

~~behavior or performance of~~demonstrated by the child  
directly to the Director of Special Education or other  
supervisory personnel or in accordance with the School  
District's child find activities or referral procedures.

3. OPRF will not be deemed to have knowledge if documentation maintained in the school student records ~~affirm that an evaluation to determine the presence of a disability was either conducted and the child was found not eligible for special educational and related services or the parent(s)/guardian(s) was provided with written notice that the OPRF had considered the need to conduct an evaluation and had determined that an evaluation was not warranted.~~affirms that:

- a. The parent or guardian of the child has not allowed an evaluation or has refused services; or
- b. The child has been evaluated and determined to not be a child with a disability.

4. If, following the District's decision to discipline a child who has not been determined to be eligible for special education and related services, the child's parent(s)/guardian(s) request a full and individual evaluation, the evaluation. shall be conducted in an



expedited manner. Until the evaluation is completed, the child shall remain in the educational placement determined by the OPRF, which may include suspension or expulsion without educational services.

H. Referral to and Action by Law Enforcement and Judicial Authorities.

The OPRF is not prohibited from reporting a crime committed by a child with a disability to appropriate authorities. The OPRF shall ensure that copies of special education and disciplinary records are also transmitted to the authorities in such instances, subject to the requirements of federal and State law.

~~transmitted to the authorities in such instances, subject to the requirements of federal and State law.~~

- LEGAL REF.:        20 U.S.C. §§ 1412 (State eligibility), 1413 (local educational agency eligibility, 1415 (Individuals with Disabilities Education Act).
- 34 C.F.R. §§ 300.121, ~~300.346, 300.520, 300.519, 300.521, 300.522, 300.523, 300.524, 300.520, 300.500-537.~~
- 105 ILCS 5/10-22.6, 5/14-8.05.
- 23 Ill. Admin. Code §§ 226.50 (requirements for FAPE), 226.75 (definitions), 226.220 (factors in development of the IEP), 226.400 (disciplinary actions), 226.410 (manifestation determination review), 226.520 (notification of district's proposal), 226.655 (expedited due process hearing).

### Section 13. Extended School Year Services

- A. Extended school year services are special education and related services, which are provided by the OPRF to an IDEA eligible child with a disability beyond the OPRF's regular school year in accordance with the child's IEP at no cost to the child's parents)/guardian(s) and meet the standards of the SEA.
- B. Extended school year services shall be provided to each special education child whose unique needs require special education and related services in excess of the regular school year. Special education children who may require extended school year services are those whose IEP's specify an extended school year program and/or related services as determined by the child's IEP Team in accordance with the IDEA and ISBE standards and regulations. The child's IEP Team shall determine the type, amount, and/or duration of the services necessary as part of the child's extended school year program on an individualized basis.
- C. In no event may the OPRF or a child's IEP Team limit the provision of extended school year services to children with a particular category or categories of disability or unilaterally limit the type, amount, or duration of those services.

LEGAL REF.: 20 U.S.C. §§ 1412 (State eligibility), 1413 (local educational agency eligibility).  
34 C.F.R. § ~~300.309~~ 300.106  
23 Ill. Admin. Code § 226.75 (definitions).

## Section 14. Policy and Procedures Development

### A. Policy

1. The foregoing procedures implement the policy "Education of Children with Disabilities."
2. The policy will be adopted by the Board of Education. In order to allow for public input, the policy or its revisions will not be adopted at the Board meeting at which it is first introduced.

### B. Procedures

1. The foregoing procedures will be initially adopted by the Board of Education.
2. In order to allow for public input, the procedures will not be adopted at the Board meeting at which they are first introduced.
3. The Director of Special Education is authorized to revise these procedures, as needed, provided the revisions comply with State and federal law and the Director advises the Board of Education of such revisions in writing.

- C. All special education policies and procedures are public documents and are available at the OPRF administrative office.

LEGAL REF.: 20 U.S.C. §§ 1232g (Family Educational Rights and Privacy Act), 20 U.S.C. §§ 1412 (State eligibility), 1413 (local educational agency eligibility).

34 C.F.R. §§ ~~300.148, 300.282, 300.283, 300.284~~ 300.200, 300.201,  
105 ILCS 10/1 et seq.

23 Ill. Admin. Code §§ 226.50 (requirements for FAPE), 226.710 (policies and procedures).

Oak Park & River Forest High School District No. 200  
COMPREHENSIVE PLAN

SECTION ~~226.20~~226.700

Comprehensive Program of Special Education

~~Oak Park River Forest~~OPRF provides a comprehensive program of special education to students with disabilities between the ~~ages~~ages of ~~birth~~three and twenty one ~~(the day before the student's 22<sup>nd</sup> birthday)~~ who are residents of the district.

1. OPRF has a viable organizational and financial structure.
  - a. The organizational structure begins with the Board of Education.
  - b. The Superintendent of Schools is the chief executive officer and the Principal of the High School.
  - c. The Director of Student Services administers instruction, curriculum planning and development, federal and state programs, staff development, long range planning, quality of educational programming, personnel, and human services.
  - d. The Director of Special Education administers special education.
  - e. ~~Laidlaw, Ram~~Grand Prairie Transit, RAM Transport, Illinois Medical, R&D Bus Co, All-Ways Transport, Special Education Systems and First Student, Universal Taxi, Lakeview Bus Lines, Blue Cab and R&D Bus Company are contracted to provide transportation services.
  - f. The district's financial structure is based on an ongoing program of fiscal responsibility.
    1. The district has a ~~Aaa~~AAA bond rating.
    2. The per pupil operating expense ~~through June 30, 2009~~ is currently ~~\$13,389~~\$15,190 per student.
    3. ~~Current cash reserves at the beginning of the FY 02 are \$22,100,346.~~Total cash and investments through June 30, 2009 are \$97,342,342.
    4. ~~The 2002-03 district budget is \$48,809,649's~~ budgeted expenditures through FY 2011 is \$64,805,106.
    5. ~~The 2002-03 special education budget, all funds, for FY 2011 is \$7,235,629.~~10,610,049.

2. OPRF has ~~2,963~~3,185 students matriculating in one building.
3. OPRF has systematic procedures for identifying and evaluating the need for Special Education and related services.
  - a. The Director of Special Education administers an annual ~~Individual~~Individuals with Disabilities Education Act needs assessment.
  - b. The Director of Special Education meets weekly with building administrators and building staff to identify and evaluate needs.
  - c. The Special Education Advisory Committee of parents, teachers, and administrators or a similar type Committee ~~meets monthly~~at least quarterly to review needs for Special Education and related services. Subcommittees are formed from this committee to study issues brought before the committee and make recommendations for action.
  - d. A systematic procedure for reviewing educational histories of students who are experiencing academic, emotional, motor, speech/language, or other difficulties in school is currently in place. The review team suggests pre-referral strategies, RTI/interventions and makes recommendations for referrals for comprehensive case studies. Comprehensive case studies are conducted in a timely fashion and the need for Special Education and related services is determined at the multidisciplinary conference.
  - e. ~~Pre-school screening will be conducted semi-annually to determine the need for Special Education services for students from birth to age five.~~
4. OPRF provides a continuum of program options that incorporate appropriate instructional programs, resource programs, and related services. Students are enrolled in the general education setting appropriate for their age.
  - a. ~~Instructional programs are those whose students receive support more than 50% of the school day.~~
    1. ~~Adapted sections of the general education curriculum, and individualized classes to meet students' needs are taught within the special education departments. For many students these classes involve more than 50% of the day.~~
    2. ~~Supports are provided primarily in the general education setting. Specially designed instruction is provided either in the general education or special education setting. Students who receive support more than 50% of their day are in instructional programs.~~
  - b. ~~Resource programs are those whose students receive support less than 50% of their day.~~

- a. ~~e.~~ Copies of OPRF's school schedules for the 1<sup>st</sup> semester of the ~~2002-03~~2010-11 school year are attached as Exhibit A. These schedules evidence the in-school special education programming.
- b. ~~d.~~ OPRF currently has ~~70~~47 students in out-of- district placements. These placements will continue as long as they are deemed appropriate by the IEP teams.
- c. ~~e.~~ OPRF employs ~~26~~32 special education teachers who hold the following certificates:<sup>1</sup>
- 32 have Highly Qualified
- ~~12~~17 have Learning Disabilities
- ~~3~~15 have Educable Mentally Handicapped
- ~~11~~34 have Behavior Social/Emotional Disorders
- ~~3~~15 have Trainably Mentally Handicapped
- d. ~~f.~~ OPRF employs ~~25~~36 (Paraprofessionals) classroom assistants including personal assistants.
- e. ~~g.~~ OPRF pays its share of ~~itinerant~~internet services from DuPage ~~WestCook~~WestCook for hearing impaired and vision related services.
- f. ~~h.~~ OPRF provides related services as outlined in the IEP.
1. Direct speech and language services are provided as either classroom support or individual/small group therapy in a pullout setting. Indirect services are provided through whole class activities and collaboration with classroom teachers. OPRF employs 12 speech and language ~~pathologist~~pathologists.
  2. Direct social work services are provided as support to parents and individual/small group therapy. Indirect services are provided through whole class activities and collaboration with classroom teachers. OPRF employs 52 Social Workers and contracts out .4 Social Worker.
  3. School psychological services are provided as assessment of students who have been referred for a comprehensive case study. Psychologists are also available for classroom observations and collaborations with teachers. OPRF employs 52 psychologists and contracts out a .4 Psychologist.
  4. Direct occupational therapy services are provided as either classroom support or individual/small group therapy in a pull-out setting.

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<sup>1</sup> Some teachers have multiple certifications.

Indirect services are provided through classroom observations and collaboration with teachers. OPRF ~~employs 1~~ has 1.5 contractual Occupational Therapist.

5. Direct physical therapy services are provided as either classroom support or individual therapy in a pullout setting. Indirect services are provided through classroom observations and collaboration with teachers. OPRF ~~employs 1~~ contracts out .5 Physical Therapist.
  6. School health services are provided by the school nurse. This service is provided to all students.
  7. Adaptive physical education is provided as either adaptations of the general physical education curriculum or as a separate program. OPRF employs 1 adaptive physical education teacher.
  8. Transportation services are provided by the district for all disabled students who require transportation as a related service. The district will contract this service out to an outside agency.
  9. OPRF also employs 1 vocational adjustment counselor and 1 prevocational coordinator.
5. OPRF employs qualified personnel who can provide services for students with disabilities.
- a. The Director of Special Education is the special education administrator of the district
  - b. Supervisory services will be provided by appropriately certified personnel.
  - c. All cross-categorical instructional programs are staffed by appropriately certified personnel
  - d. All related services are provided by appropriately certified personnel.
  - e. Transportation services are provided by qualified personnel.
  - f. All cross-categorical resource programs are staffed by appropriately certified personnel.
6. OPRF has appropriate and adequate facilities, equipment, and materials.
- a. All appropriate equipment and materials are provided to students.
  - b. All special education programs and services provided by the district are provided in regular public schools. Adaptations of the physical structures of all buildings have been made to accommodate students with all disabilities.



- c. Facilities used for special education programs and services are appropriate to, and adequate for, the specific program or service. These facilities are at least equal to those provided to the students in the standard program.
7. OPRF has functional relationships with public and private agencies that can supplement or enhance the special education programs of the public schools.
- a. The Director of Special Education meets monthly with Directors from other public schools and cooperatives.
  - b. The Director of Special Education communicates on a regular basis with personnel from public and private agencies, community agencies, public and private hospitals, private practitioners, and state, regional, and local task forces and committees.
  - c. The Director of Special Education is appointed to, or participates in, community and regional committees that serve to enhance their professional knowledge and experiences.
  - d. OPRF refers students to public and private schools, hospitals, agencies, and practitioners for evaluations or services.
  - e. OPRF participates and/or collaborates with numerous community agencies, schools, and organizations including Oak Park Elementary School District 97, River Forest School District 90, Department of Human Services/Office of Rehabilitative Services, Oak Park Hospital and the Village of Oak Park.
8. OPRF provides many opportunities for parents and other concerned persons to interact.
- a. Parent input is always sought at multidisciplinary conferences, individualized educational program meetings, and parent teacher conferences.
  - b. Parents are invited to open houses, orientation meetings, back to school nights, parent information meetings, and parent education meetings and classes.
  - c. Parents are periodically surveyed for input on various topics.
  - d. Parents are encouraged to participate in the activities of the Parent Teacher Organization.
  - e. Parents are encouraged to participate in the activities of the Special Education Advisory Committee.
9. OPRF has procedures for internal evaluation of the special education programs and services.

- a. Each individual student's program is reviewed on at least an annual basis to ensure the program is appropriate and least restrictive.
  - b. The Special Education Director periodically reviews student files to assure that procedural safeguards are being followed.
  - c. A needs assessment of parents, students (as applicable), and staff is conducted on an annual basis.
  - d. An evaluation of programs and services by parents, students (as applicable), and staff is conducted on an annual basis.
  - e. Parental concerns are addressed promptly and professionally.
10. OPRF will provide continuous planning for program growth and improvement based on internal and external evaluation.
- a. Enrollment projections are compiled annually.
  - b. A pre-school census has been initiated to allow five- year projections to be the most accurate possible.
  - c. Staff meetings are held throughout the school year to assess program and service effectiveness.
  - d. Staff in-services are conducted throughout the school year in all areas of programming and service delivery.
  - e. The Director of Special Education regularly consults with experts in the field on program effectiveness and service delivery models.

#### SECTION ~~226-1030~~226.760

##### Elements of State Board Evaluation

OPRF works with the State Board of Education to ensure that the education of students with disabilities is of the highest quality and reflects the knowledge gained in the latest educational research. OPRF assesses:

- 11. The performance of the program, as evidenced by data that education agencies must collect.
- 12. The adequacy of the policies and procedures developed pursuant to ISBE regulations.
- 13. ~~11. OPRF assesses the~~ The extent to which children with disabilities are being adequately served and the effectiveness of each special education program and service by following the procedures outline in Parts 8 and 9 of the preceding section.

14. ~~12. OPRF has procedures in place that as the maintenance of records~~Records maintained to demonstrate compliance with assurances agreed to in the applications for state and federal funds.

#### SECTION ~~226.100~~226.300

##### Educational Needs to be Met

OPRF has established special education programs and services to meet the needs of all students with disabilities.

15. ~~13.~~ Students with auditory, visual, physical, or health impairment will be taught in the general education environment as much as beneficial. Support will be provided in the classroom, on a pullout basis, and through collaboration as needed by appropriately certified teachers and therapists.
16. ~~14.~~ Students with speech or language impairment will be taught in the general education classroom. Therapy will be provided in the classroom, on a pull-out basis, and through collaboration as needed by appropriately certified therapists.
17. ~~15.~~ Students with deficits in the essential learning processes of perception, conceptualization, memory, attention, or motor control will be taught in the general education environment as much as beneficial. Support will be provided in the classroom, on a pullout basis, and/or student will be placed in a separated specialized classroom through collaboration as needed by appropriately certified teachers.
18. ~~16.~~ Students with deficits in intellectual development and mental capacity will be taught in the general education environment as much as beneficial. Support will be provided in the classroom, on a pullout basis, and/or student will be placed in a separated specialized classroom through collaboration as needed by appropriately certified teachers.
19. ~~17.~~ Students with ~~educational maladjustment related to social or cultural circumstances~~emotional disturbances will be taught in the general education environment as much as beneficial. Support will be provided in the classroom, with alternative programs, and through collaboration as needed by appropriately certified teachers.
20. ~~18.~~ Students with affective disorders or adaptive behavior that restricts effective functioning will be taught in the general education environment as much as

beneficial. Support will be provided in the classroom, with alternative programs, and through collaboration as needed by appropriately certified teachers.

#### SECTION ~~226.55~~226.75

##### Characteristics Determining Eligibility for Special Education

~~OPRF~~IDEA has established criteria for the determination of eligibility for special education. Eligibility shall be determined by the presence of one or more of the following exceptional characteristics:

~~19. Visual impairment The student's visual impairment is such that the student cannot develop his or her educational potential without special services and materials. In 2002-03, the district is providing services to 4 students with visual impairments.~~

21. Autism means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before three, that adversely affects a child's emotional performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.

Autism does not apply if a child's educational performance is adversely affected primarily because the child has an emotional disturbance.

A child who manifests the characteristics of autism after age three could be identified as having autism if the criteria stated above are satisfied.

In 2010-11 OPRF is providing services to 28 students with autism.

22. Deaf-blindness means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.

In 2010-11 OPRF is providing services to 0 students with deaf-blindness.

23. Deafness means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child's educational performance.

~~20. Hearing in student's residual hearing is not sufficient to enable him or her to understand the spoken word and to develop language, thus causing extreme deprivation in learning and communication. Or the student exhibits a hearing loss that prevents full awareness of environmental sounds and spoken language, limiting normal language acquisition and learning achievement. In 2002-03, the district is providing services to 2 students with a hearing impairment. In 2010-11 OPRF is providing services to 2 students with deafness.~~

~~21. Physical and health impairment The student exhibits a physical or health impairment, either temporary or permanent, which interferes with his or her learning and/or which requires adaptation of the physical plant. In 2002-03, the district is providing services to 47 students with physical and health impairments.~~

~~22. Speech and/or language The student exhibits deviations of speech and/or language processes which are outside the range of acceptable deviation within a given environment and which prevent full social or education development. In 2002-03, the district is providing services to 0 students with speech and/or language impairments.~~

24. Emotional disturbance means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:

- a. An inability to learn that cannot be explained by intellectual, sensory, or health factors.
- b. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
- c. Inappropriate types of behavior or feelings under normal circumstances.
- d. A general pervasive mood of unhappiness or depression.
- e. A tendency to develop physical symptoms or fears associated with personal or school problems.

Emotional disturbance includes schizophrenia. The term does not apply to children who are socially maladjusted, unless it is determined that they have an emotional disturbance as defined above.

In 2010-11, OPRF is providing services to 109 students with an emotional disturbance.

25. Hearing impairment means an impairment in hearing, whether permanent or fluctuating, that adversely affects a child's educational performance but that is not included under the definition of deafness.

In 2010-11 OPRF is providing services to 4 students with a hearing impairment.

26. Mental retardation means significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a child's educational performance.

In 2010-11, OPRF is providing services to 40 students with mental retardation.

27. Multiple disabilities means concomitant impairments (such as mental retardation-blindness or mental retardation-orthopedic impairment), the combination of which causes such severe educational need that they cannot be accommodated in special education programs solely for one of the impairments. Multiple disabilities does not include deaf-blindness.

In 2010-11 OPRF is providing services to 4 students with multiple disabilities.

28. Orthopedic impairment means a severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by a congenital anomaly, impairments caused by disease (e.g., poliomyelitis, bone tuberculosis), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).

In 2010-11, OPRF is providing services to 5 students with an orthopedic impairment.

29. Other health impairment means having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that:

- a. Is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette syndrome; and
- b. Adversely affects a child's educational performance.

In 2010-11, OPRF is providing services to 108 students with an other health impairment.

30. ~~23. Specific learning disability—The student exhibits means~~ a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, ~~which that~~ may manifest itself in ~~an the~~ imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations. The term includes such, including conditions such as perceptual handicaps disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The term does not include students who have learning problems that are primarily the result of visual, hearing, or motor handicaps, of mental retardation, of emotional disturbance, or of environmental, cultural, or economic disadvantage. In 2002-03, the district is providing services to 180 students with learning disabilities.

24. ~~Behavior disorder/emotional disorder The term means a condition exhibiting one or more of the following characteristics over an extended period of time and to a marked degree, which adversely affects educational performance, even after supportive assistance has been provided, the student must demonstrate an inability to learn which cannot be explained by intellectual, sensory, health, cultural, or linguistic factors; an inability to develop or maintain satisfactory interpersonal relationships with peers and~~

~~adults; or inappropriate types of behavior or feelings under normal circumstances; or a general pervasive mood of anxiety, unhappiness, depression; or a tendency to develop physical symptoms or fears associated with personal or school problems. In 2002-03, the district is providing services to 138 students with behavior/emotional disorder.~~

- ~~25. Mental impairment—The student's intellectual development, mental capacity, adaptive behavior and academic achievement are markedly delayed. Such mental impairment may be mild/moderate, severe, or profound. In 2002-03, the district is providing services to 47 students with mental impairment.~~
- ~~26. Multiple impairment—The student exhibits two or more impairments, severe in nature or total impact, which significantly affect his or her ability to benefit from the educational program. In 2002-03, the district is providing services to 0 students with multiple impairments.~~
- ~~27. Autism—The term means a developmental disability significantly affecting verbal and nonverbal communication and social interactions, generally evident before age 3, that adversely affects a student's educational performance. Other characteristics often associated with autism are stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term does not apply if a student's educational performance is adversely affected primarily because the child has a behavior disorder/emotional disorder, as defined in number six. In 2002-03, the district is providing services to 11 students with autism.~~

Specific learning disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of mental retardation, of emotional disturbance, or of environmental, cultural, or economic disadvantage.

In 2010-11, OPRF is providing services to 217 students with a specific learning disability.

31. Speech or language impairment means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance.

In 2010-11, OPRF is providing services to 10 students with a speech or language impairment.

32. 28-Traumatic brain injury—The term means an acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a student's educational

performance. ~~A traumatic brain injury is one which is caused by an external physical force and occurs after the prenatal period; it is not medically degenerative or congenital. The student must demonstrate impairment in one or more of the following areas: Traumatic brain injury applies to open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech. Traumatic brain injury does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.~~

- a. ~~cognitive functioning (attention, concentration, intelligence, memory, problem solving, abstract reasoning, judgment, and information processing);~~
- b. ~~communication (receptive and expressive language and speech);~~
- c. ~~social/emotional (relationships, self-esteem, self-control, age-appropriate behavior);~~
- d. ~~sensory/perceptual (visual, auditory, kinesthetic, tactile, visual motor integration);~~
- e. ~~motor (balance, equilibrium, fine and motor, spatial orientation, speech, speed and coordination of movement, strength);~~
- f. ~~adaptive behavior (daily living skills; socialization, coping skills);~~
- g. ~~In 2002-03, the district~~2010-11, OPRF is providing services to ~~54~~

students with a traumatic brain injury.

33. Visual impairment including blindness means an impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness.

In 2010-11, OPRF is providing services to 1 student with a visual impairment.

## SECTION ~~226.115~~226.300

### Continuum of ~~Program~~Placement Options

OPRF provides special education instructional programs, resource programs, and related services along a continuum based on the nature and degree of the intervention.

34. ~~29. The district~~OPRF provides a standard program with modifications such as additional help from the teacher, consultation to and with the teacher, adapted equipment and materials, and modified expectations or grading.



35. ~~30. The district~~OPRF provides an alternate standard program to students for whom the standard program is not appropriate.
36. ~~31. The district~~OPRF provides a standard or alternate standard program with resource programs or related services to students for whom the standard program is appropriate, but not successful.
37. ~~32. The district~~OPRF provides a special program, with inclusion as appropriate, within their programs or in cooperation with other districts to students who need specialized instruction.
38. ~~33. The district~~OPRF provides a cooperative program when necessary.
39. ~~34. The district~~OPRF provides a home and hospital program.
40. ~~35. The district~~OPRF refers students to either state-operated or private programs as necessary.

SEC ~~226.130~~226.720

Facilities for Classes for Handicapped

OPRF provides facilities for special education programs and services appropriate to, and adequate for, each program or service. These facilities are at least equal to those provided to the students in the standard program.

~~SECTION 226.155~~

SECTIONS 226.110, 226.500 and 226.520

Responsibilities to be in Writing

OPRF delineates in writing and makes known to all persons involved the specific responsibilities of special education and supervisory personnel and local district administrative personnel in relation to special education instructional and resource programs and related services.

SECTION ~~226.810~~226.800

Employment of Sufficient and Trained Personnel

OPRF employs professional and non-certified personnel in sufficient numbers with appropriate qualifications to deliver to each exceptional student resident in the district the special education program necessary.

SECTION ~~226.890~~226.800(a)(4)

Personnel Development Program

OPRF provides a comprehensive personnel development program for all personnel involved with the education of exceptional children.

Related Services

<i>CODE</i>	<i>DESCRIPTION</i>
2	Vocational Habilitation/Rehab
3	Transitional Services
4	Rehabilitation Counseling
A	Adapted Physical Education
B	Aise-Class
C	Aide-Individual Student
D	Art Therapy
E	Audiology
F	Brailist/Reader
G	Counseling Services
H	Consultant Services
I	Adapted Driver Education
J	Interpreter Services
K	Assistive Device
L	Music Therapy
M	Occupational Therapy
N	Outdoor Education
O	Orientation and Mobility
P	Other Related Services
Q	Parent Counseling
R	Psychological Services
S	Physical Therapy
T	Psychiatric Services
U	Recreation
V	School Health Services
W	Speech/Language Services
X	Social Work Services
Y	Transportation (Special)
Z	Vocational Education

# Disabilities

<i>CODE</i>	<i>DESCRIPTION</i>
A	Mental Impairment
C	Orthopedic Impairment
D	Specific Learning Disability
E	Visual Impairment
F	Hearing Impairment
H	Deaf/Blind
I	Speech and/or Language Impairment
K	Emotional Disturbance
L	Other Health Impairment
M	Multiple Disabilities
N	Developmental Delay
O	Autism
P	Traumatic Brain Injury

Document comparison by Workshare Professional on Wednesday, January 12, 2011 4:45:49 PM

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Format change	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Format changed	0
Total changes	769

10-11

Grade 09 001 Homeroom 340

01/10/2011 15:38

Birth 11/07/1995

Gender Male

Def Ent 001

SEMESTER 1	Mon	Tue	Wed	Thu	Fri	Trm	Bldg	Room	Course/Cls	Course Description	Teacher	Credits
	0	0	0	0	0	YR	001	377E	930CM /06	Case Manager	CONRIT	
8:00AM- 8:48AM	1	1	1	1	1	S1	001	172	5131 /02	BIOLOGY 1	LUNDGC	1.000
8:53AM- 9:46AM	2	2	2	2	2	S1	001	340	1131 /03	ENGLISH 1	TSILIK	1.000
9:51AM-10:39AM	3	3	3	3	3	S1	001	196	7881 /03	WDWK 4HM REM	VENHOR	1.000
10:44AM-11:32AM	4	4	4	4	4	S1	001	437	2111 /06	ALGEBRA 1	SMITHL	1.000
11:37AM-12:25PM	5	5	5	5	5	S1	001	350	3231 /09R	WORLD HIST 1	MALONM	1.000
11:37AM-12:25PM	5	5	5	5	5	S1	001	350	3231 /09R	WORLD HIST 1	COUGHJAM	
12:30PM- 1:18PM	6	6	6	6	6	S1	001	n caf	914F /8	FR LUNCH	STAFF	
1:23PM- 2:11PM	7	7	7	7	7	S1	001	329	9331 /22	ACADEMY STRATEGIES 1	CONRIT	.500
2:16PM- 3:04PM	8	8	8	8	8	T1	001	2 E	90316 /182	INTRO TO MOVEMENT	DUNSOBET	.500
2:16PM- 3:04PM	8	8	8	8	8	T2	001	MONO	90313M/281	STEP BACK	SINGLRAH	.500
7:55AM- 7:58AM	10	10	10	10	10	YR	001	337	A14 /662	A-PERIOD	MAZUMR	
Credits SEMESTER 1												6.500
SEMESTER 2	Mon	Tue	Wed	Thu	Fri	Trm	Bldg	Room	Course/Cls	Course Description	Teacher	Credits
	0	0	0	0	0	YR	001	377E	930CM /06	Case Manager	CONRIT	
8:00AM- 8:48AM	1	1	1	1	1	S2	001	172	5132 /02	BIOLOGY 2	LUNDGC	1.000
8:53AM- 9:46AM	2	2	2	2	2	S2	001	340	1132 /03	ENGLISH 2	TSILIK	1.000
9:51AM-10:39AM	3	3	3	3	3	S2	001	392	6512 /03	ART FNDTN	NOVOTM	1.000
10:44AM-11:32AM	4	4	4	4	4	S2	001	437	2112 /06	ALGEBRA 2	SMITHL	1.000
11:37AM-12:25PM	5	5	5	5	5	S2	001	350	3232 /09R	WORLD HIST 2	MALONM	1.000
11:37AM-12:25PM	5	5	5	5	5	S2	001	350	3232 /09R	WORLD HIST 2	COUGHJAM	
12:30PM- 1:18PM	6	6	6	6	6	S2	001	n caf	9142F /8	FR LUNCH	STAFF	
1:23PM- 2:11PM	7	7	7	7	7	S2	001	329	9332 /22	ACADEMY STRATEGIES 2	CONRIT	.500
2:16PM- 3:04PM	8	8	8	8	8	T3	001	W PL	90311M/381	BOY'S BEGINNING SWIMMING	BLACKT	.500
2:16PM- 3:04PM	8	8	8	8	8	T4	001	2 E	90315 /481	LIFE FITNESS	GEOVAJ	.500
7:55AM- 7:58AM	10	10	10	10	10	YR	001	337	A14 /662	A-PERIOD	MAZUMR	
Credits SEMESTER 2												6.500
Total Credits												13.000

EXHIBIT

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01/10/2011 15:40

SEMESTER 1						Trm	Bldg	Room	Course/Cls	Course Description	Teacher	Credits
	0	0	0	0	0	YR	001	426	930CM /01	Case Manager	AMORED	
8:00AM- 8:48AM	1	1	1	1	1	S1	001	426	55661 /01	EARTH SCIENCE 1	AMORED	1.000
8:53AM- 9:46AM	2	2	2	2	2	S1	001	334	6841 /02	PHOTO 2	CARROM	1.000
9:51AM-10:39AM	3	3	3	3	3	S1	001	425A	15161 /01	CREATIVE WRITING	DOBIADAN	1.000
10:44AM-11:32AM	4	4	4	4	4	S1	001	425	14781 /02	CNT LITERATURE & COMPOSITION 1	TORREBUS	1.000
11:37AM-12:25PM	5	5	5	5	5	S1	001	418	7031 /03	FOODS&NTRTN	KOTIMD	1.000
12:30PM- 1:18PM	6	6	6	6	6	S1	001	s caf	914 /8	LUNCH	STAFF	
1:23PM- 2:11PM	7	7	7	7	7	S1	001	426	67861 /01	HISTORY OF FILM	AMORED	1.000
2:16PM- 3:04PM	8	8	8	8	8	S1	001	212	5021 /04	HEALTH EDJS	SEPLAND	1.000
3:05PM- 4:05PM	9	9	9	9	9	S1	001	484	99981 /17	SOCIAL SEMINAR	STAFF	
7:55AM- 7:58AM	10	10	10	10	10	YR	001	422G	A11 /50	A-PERIOD	RUNYOJ	
										Credits SEMESTER 1		7.000
SEMESTER 2						Trm	Bldg	Room	Course/Cls	Course Description	Teacher	Credits
	0					S2			9682 /01	NURSE AIDE		2.000
	0	0	0	0	0	YR	001	426	930CM /01	Case Manager	AMORED	
8:00AM- 8:48AM	1	1	1	1	1	S2	001	426	55662 /01	EARTH SCIENCE 2	AMORED	1.000
8:53AM- 9:46AM	2	2	2	2	2	S2	001	425	14782 /01	CNT LITERATURE & COMPOSITION 2	TORREBUS	1.000
9:51AM-10:39AM	3	3	3	3	3	S2	001	425A	10162 /01	SPEECH COMMUNICATIONS	DOBIADAN	1.000
10:44AM-11:32AM	4	4	4	4	4	S2	001	173	5132 /091	BIOLOGY 2	GROSSW	1.000
11:37AM-12:25PM	5	5	5	5	5	S2	001		SH2 /53	STUDY HALL		
12:30PM- 1:18PM	6	6	6	6	6	S2	001	s caf	9142 /8	LUNCH	STAFF	
1:23PM- 2:11PM	7	7	7	7	7	S2	001	428	68062 /1	ART HISTORY	BELLAOC	1.000
2:16PM- 3:04PM	8	8	8	8	8	S2	001		SH2 /85	STUDY HALL		
3:05PM- 4:05PM	9	9	9	9	9	S2	001	484	99982 /17	SOCIAL SEMINAR	STAFF	
7:55AM- 7:58AM	10	10	10	10	10	YR	001	422G	A11 /50	A-PERIOD	RUNYOJ	
										Credits SEMESTER 2		7.000
										Total Credits		14.000

December 16, 2010

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday, December 16, 2010, in the Board Room of the high school.

**Call to Order** President Millard called the meeting to order at 6:06 p.m. A roll call indicated the following members were present: John C. Allen, IV, Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present was Dr. Steven T. Isoye, Superintendent; Cheryl Witham, Chief Financial Officer and Treasurer; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.

**Visitors** Valerie Fisher, Consultant, Lee Brown of Teska & Associates, and Paul Keller of Ancel Glink

**Closed Session** At 6:07 p.m., Dr. Millard moved to enter to closed session for the purpose of discussing Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11); seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

At 6:55 p.m., the Board of Education resumed its open session.

**Adjournment** At 6:56 p.m. on Thursday, December 16, 2010, Dr. Millard moved to adjourn the Special Board Meeting; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan  
Secretary

Gail Kalmerton  
Clerk of the Board

December 16, 2010

The regular Board meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday evening, December 16, 2010, in the Board Room.

<b>Call to Order</b>	President Millard called the meeting to order at 7:06 p.m. The following Board of Education members were present: John C. Allen, IV, Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Dr. Dietra D. Millard, Amy McCormack, and Sharon Patchak-Layman. Also present were: Dr. Steven T. Isoye, Superintendent; Michael Carioscio, Chief Technology Officer; Amy Hill, Director of Assessment and Research; Philip M. Prale, Assistant Superintendent for Curriculum & Instruction; Nathaniel L. Rouse, Principal; Lauren M. Smith, Director of Human Resources; Cheryl L. Witham, Chief Financial Officer and Treasurer; Katrina Vogel, Student Council Liaison; and Gail Kalmerton, Executive Assistant/Clerk of the Board.
<b>Visitors</b>	The Board of Education welcomed the following visitors: Kay Foran, Communications and Community Relations Coordinator; Cindy Milojevic, Director of Student Activities; John Condne, OPRFHS Faculty Member; David Zimmerman of the Trapeze; Ian Everson, Mason Strome, 1994 Alumni, John Bokum, John Phelan, Candy Montanez, community members; Tim Philosophos, Chair of Huskie Boosters Spirit Committee, Robert Roble, Jill Haas of the Huskie Boosters; Ron Orzel of Citizens' Council; Nancy Leavy of the League of Women Voters; Patrick Brosnan of Legat; Dr. Allan Alson, Educational Consultant; Terry Dean of the <i>Wednesday Journal</i> .
<b>Changes to the Agenda</b>	Ms. Patchak-Layman asked that Personnel Recommendations under Human Resources be moved to Executive Session.
<b>Special Recognition</b>	<p>The Board of Education recognized the following for their participation of the creation of the "Teach Me How to Huskie Video"</p> <p>Tim Philosophos, Chair of the Huskie Booster Club's Spirit Committee Mason Strom, 2004 OPRF alumnus Ann Petrolunas, OPRF alumna, Special Education Teacher and sponsor of the Dance Club Cindy Milojevic, Assistant Principal for Student Activities John Condne, Film/TV Teacher Senior Student Ian Everson Senior Student Nicole Acree</p>
<b>Status of FOIA Requests</b>	Dr. Millard reported that one FOIA had been received and was yet unresolved.
<b>Public Comment</b>	Ms. Candy Montanez of 613 Highland Avenue, Oak Park, addressed the Board of Education about the theft of her son's possession in the locker room on Friday, December 10, 2010. She was critical of the staff as she said it took five days for the administration to respond to her and that security was not helpful. She continued that the District focused on the fact that her son allowed a friend to put something in his locker. While she understood the policy, it did not take away from the fact that

he was the victim of the high school and as such asked for restitution. She provided Mr. Rouse with the receipts for the stolen items, which she had to replace. She felt the high school responsible because it mandates that students change their clothes and put them in a locker. She questioned why the locker room door was not locked.

#### **Board of Education**

Ms. Patchak-Layman hoped the school could address Ms. Montanez's request for restitution and the question of valuables in locker rooms. While policy states that students should not bring their valuables to school, such things as ID's, lunchroom passes, etc., are also considered valuable. She asked to talk about security within the gym and other areas of the building involving not only the theft of iPod's or cell phones, but IDs, wallets, and keys. She also hoped for quicker response times. Parents on both sides of a situation need to have access to and conversation with school staff.

Ms. Patchak-Layman was happy to receive the information about in- and out-of-school suspensions, as it helped to build a better picture of what happens daily. She wanted to talk about how to provide academic programs for these students in combination with the discipline.

Ms. Patchak-Layman has had conversations with the Illinois Attorney's Office about the Open Meetings Act as to whether a meeting is open or closed. The criteria for whether it should be open or closed is not determined solely upon whether the committee was appointed by the Board of Education, but also by its duties, entity bylaws, whether its function is solely advisory, deliberative or investigative, has a budget, etc.

Ms. Patchak-Layman wished all a restful holiday with their families.

On December 6, 2010, Mr. Conway attended a program sponsored by Illinois HOPE, which focused on Illinois student dropouts. Funding of \$300,000 has been cut for re-enrolling students and 128,000 students are no longer attending school. A high school graduate earns \$400,000 more in their lifetime than a high school dropout and 20 percent of the dropouts end up in prison. Mr. Conway continued that eventually everyone would interact with these dropouts if these children were not now provided for. Ms. Patchak-Layman appreciated this information as every student deserves and needs the support of the school.

#### **Student Council**

Ms. Vogel reported:

- 1) the Blood Drive went well and another would be hosted in the spring;
- 2) Student Council officers had a Christmas party last Wednesday, and
- 3) Student Council participated in the Teen Café at the Buzz Café, where six students discussed and decided:

- a) closing the campus may not be appropriate,
- b) drug dogs may be effective, and
- c) drug testing would not be appropriate.

Ms. Patchak-Layman suggested structuring more student conversation about this subject during lunch hours.

#### **Principal Report**

Mr. Rouse informed the Board of Education that a report from the Parent Action Committee (PAC) would be forthcoming. He then shared the video "Teach Me How to Huskie."

Mr. Rouse reported that the building would be closed the week of December 20 except for business related to the Board of Education election filings. It will reopen on December 27, 28, and 29. He wished all a happy holiday season.

## **Enrollment Projections**

The Board of Education received a report from Mr. Carioscio and Mr. Lanenga projecting future enrollments based upon historical demographic information, as staffing facilities, and finances are directly related to the number of students enrolled.

A significant increase in enrollment occurred in 2009-10 not because of an increased number of freshman or transfer students, but rather from a decrease in the number of students leaving OPRFHS. It was believed that this was an anomaly and the District should return to a flat enrollment. The expectation is that enrollment will stay flat for next year, decline for three years and increase in 2015-16, as enrollment reflects an increase from the elementary districts.

When asked when enrollment changed the number of FTE needed, the response was that it was difficult to make that type of correlation as many factors must be considered.

## **District Reports**

Citizens' Council—Mr. Orzel, co-chair of Citizens' Council, reported that approximately 70 parents participated at the December PAC Community Café. A representative from St. Pat's spoke about mandatory drug testing at that school and the subsequent ramifications. Other people from nearby schools talked about how dogs are allowed into the buildings. This was an informational meeting only. In general, parents were positive going forward with no expectation that anything happening right away.

At the regular meeting of Citizens' Council, the members were introduced to the Rising Star Program via the computer and, thus, were able to see the process, the phases, etc. The Committee felt this process was beneficial to the school and a step forward. Mr. Finnegan added that the members of Citizens' Council were very excited and asked many detailed questions. This was a good tool to help broaden the interest and knowledge throughout the communities.

BOOSTERS—Dr. Isoye reported that Boosters had discussed an event that would occur at the pep rally on Friday, December 17, and he encouraged all to attend. Its committees reported on the preparation for the auction. Debate ensued about the marketing of Huskies as many think that its purpose is only for athletics. Huskies Boosters, however, is about the entire school and includes academic areas, fine and performing arts, student activities and athletics. Often athletics get a smaller percentage of its fundraising than the rest of the school activities. Boosters want to broaden its scope in terms of people at the school. Dr. Isoye will continue to work with them on this project.

APPLE—Dr. Lee reported that he met the four new officers at the last APPLE meeting. APPLE is attempting to revive its membership and get more parents involved, generate new ideas, tutoring, and reaching out to parents in the school community. Mr. Rouse presented the School Improvement Plan and asked for

input. One suggestion was to hold small group meetings to hone in on the AYP statistics.

**Superintendent  
Report**

Dr. Isoye attended a presentation by Dr. Chance Lewis, professor and author, on the achievement gap, hosted by Melrose Park School District 89 and West 40.

A 2008 alumna while interviewing Dr. Isoye as a class assignment told him how much she appreciated her own OPRFHS experience.

Dr. Isoye met with faculty and staff during the lunch periods to talk about the school, his thoughts, and the District's future.

Dr. Isoye attended his first Rotary meeting as a new member.

Dr. Isoye met with the associate superintendents several times this month to ensure a smooth transition from the associate districts to the high school.

Dr. Isoye met with several leaders of the school subcommittee within PAC and more information will be forthcoming from that group.

Dr. Isoye thanked the Board of Education for continuing the Holiday Tea as the current faculty and staff and retirees appreciate it.

Dr. Isoye told the story of the return of a ceramic Crest, one of three, that had gone missing in 1968.

**Consent Items**

Mr. Finnegan moved to approve the consent items as follows:

- the Check Disbursements and Financial Resolutions dated December 16, 2010;
- the Treasurer's Reports for November 2010;
- the Monthly Financial Reports for November 2010; and
- Youth Interventionist Proposal;

seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

Mr. Boulanger had presented a reworking of the funding schedule at the Finance Committee meeting and while OPRFHS' share increased, both Oak Park and River Forest Township's portion increased more. Based on what happens with other governing entities, OPRFHS offered to absorb a higher cost, as had another governmental entity.

**Policy 3910**

Dr. Millard moved to adopt Policy 3910, Identity Protection, as presented; seconded by Ms. McCormack. A roll call vote resulted in six ayes. Mr. Conway abstained. Motion carried.

**Policy 5144**

Dr. Millard moved to adopt approve 5144, Food Management Program, as presented; seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

<b>Policy 4113</b>	Mr. Allen moved to approve Policy 4113, Certified Personnel-Certification, for First Reading, as presented; seconded by Dr. Lee. A roll call vote resulted in six ayes. Mr. Conway abstained. Motion carried.
<b>Policy 4122</b>	No action was taken on this policy at this time.
<b>Public Hearing</b>	Mr. Allen called the Public Hearing on the 2010 Tax Levy to order at 8:15 p.m. Receiving no written or oral comments, the hearing was closed at 8:16 p.m.
<b>2010 Levy</b>	Dr. Lee moved to approve the 2010 Levy, as presented; seconded by Mr. Finnegan. A roll call vote resulted in all five ayes, one nay, and one abstention. Ms. Patchak-Layman voted nay. Mr. Conway abstained. Motion carried.
<b>Administrative Services Agreement</b>	Mr. Finnegan moved to approve the Administrative Services Agreement with Marshall & Ilsley Trust Company, NA; seconded by Ms. McCormack. A roll call vote resulted in all six ayes. Mr. Conway was absent. Motion carried.
<b>Pilgrim Parking Agreement</b>	<p>Dr. Millard moved to accept the new terms of the contract with Pilgrim Church for a three-year period, as presented; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.</p> <p>The terms will be \$55,000 for the first year, with a 1% increase for the second and third years. The weekend events will now number five, rather than four events. The District had paid \$54,555 plus \$600 for football.</p>
<b>Architect of Record</b>	<p>Ms. McCormack moved to approve Legat Architect, as Architect of Record; seconded by Mr. Finnegan. A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.</p> <p>Ms. Patchak-Layman had reread the statute concerning architects of record. She offered that often districts have multiple architects of record, allowing them to secure the qualifications and delegate the work. The statute allows the District to say who is first on the list. If the first firm on the list were unable to do the work, then the next capable entity would or would do a second project. An architect of record means that the firm will present a proposal for the work and the District will negotiate the contract. Having only one architect of record, does not allow the District to negotiate the best price. She suggested the backup plan of having two architects of record 1) Legat and 2) FGM. Thus, if negotiations were unsuccessful with Legat, the District would negotiate with FGM without having to go through another RFQ. Ms. Witham responded that if an agreement were not reached with Legat, then negotiations would commence with the next firm on the list and then the next until a successful agreement was reached. The District's recommendation is for an architectural firm that has experience in many areas, but this does not preclude the District from using a different firm nor requesting of the Board of Education a difference experience without first going out for another RFQ.</p>



Mr. Brosnan, from his vantage point, stated the District had followed the standard process of making an RFQ, interviewing the applicants, ranking them, and making a recommendation. He could not think of a project that his firm was not able to handle either with in-house expertise or by reaching out to consultants. He was appreciative of having the opportunity to work for OPRFHS.

**Gifts & Donations**

Dr. Millard moved to accept with gratitude the gifts and donations (attached to and made a copy of the minutes of this meeting); seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

**Local Ethics  
Commission  
Members**

Mr. Finnegan moved to approve Julie Mann and Tom Olis as members of the OPRFHS Local Ethics Commission for calendar year 2011; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

**School Improvement  
Plan**

Dr. Lee moved to approve Phase II of the School Improvement Plan (SIP), as presented; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

West 40 granted OPRFHS a submittal extension. Conversations would continue with parents about this plan and discussion was occurring about posting this on the website and holding a townhall meeting at some point prior to the last submittal date in April. Phases II and IV will list programs such as tutoring, special math classes, etc.

**Minutes**

Mr. Allen moved to approve the open and closed session minutes of November 18 and 23, and December 7, 2010 and a Declaration that the Audiotapes of the closed sessions in March 2009 be destroyed; seconded by Ms. McCormack. A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

**Non-Agenda**

An explanation was given about the transition of students from associate districts to the high school. Ms. Patchak-Layman asked for specific data, e.g., range of data by grades across courses, EXPLORE Test scores, etc. Should parents disagree with the course recommendations, they have the option of overriding the decision, after being given the explanation as to why their child's recommendations. Ms. McCormack noted that she, as a parent, had been impressed with the information presented.

**Closed Session**

At 8:54 p.m., on Thursday, December 16, 2010, Dr. Lee moved to go into closed session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA.93—57; Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11); Collective negotiating matters between the District and its employees or their

representatives or deliberations concerning salary schedules for one or more classes of employees. The placement of individual students in special education programs and other matters relating to individual students 5 ILCS 120/2(c)(11) 5 ILCS 120/2(c)(2); Student disciplinary cases 5 ILCS 120/2(c)(10); seconded by Mr. Allen. A roll call vote resulted in all yes. Motion carried.

At 10:57 p.m. on Thursday, December 16, 2010, the Board of Education resumed its open session.

**Personnel  
Recommendations**

Dr. Millard moved to approve the personnel recommendations, as presented (attached to and made a part of the minutes of this meeting); seconded by Mr. Allen. A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

Ms. Patchak-Layman did not support the motion because she was concerned about the hourly salary scale of the cafeteria cashiers.

**Adjournment**

At 10:59 p.m. on Thursday, December 16, 2010, Dr. Millard moved to adjourn the Board of Education meeting; seconded by Ms. Patchak-Layman. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan  
Secretary

by Gail Kalmerton  
Clerk of the Board

January 5, 2011

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Wednesday, January 5, 2010, in the Board Room of the high school.

- Call to Order** President Millard called the meeting to order at 7:38 a.m. A roll call indicated the following members were present: John C. Allen IV, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman (departed at 8:38 and returned telephonically at 8:49 a.m.). Also present was Steven T. Isoye, Superintendent; Lauren M. Smith, Director of Human Resources; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.
- Visitors** James Zuehl of Franczek Radelet; Toni Hagins, Tom Kirchner, OPRFHS B&G employees; Todd Delius, community member; and Tim McDonald, SIEU Local 73 representative.
- Closed Session** At 7:39 a.m., Mr. Allen moved to enter to closed session for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA.93—57; Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11); seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.
- At 9:27 a.m., the Board of Education resumed its open session.
- Consideration of Grievance** No action was taken.
- Adjournment** At 9:28 a.m. on Wednesday, January 5, 2011, Dr. Lee moved to adjourn the Special Board Meeting; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan  
Secretary

Gail Kalmerton  
Clerk of the Board

January 18, 2011

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Tuesday, January 18, 2011, in the Board Room of the high school.

- Call to Order** President Millard called the meeting to order at 9:35 a.m. A roll call indicated the following members were present: John C. Allen, IV, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present was Dr. Steven T. Isoye, Superintendent; Lauren M. Smith, Director of Human Resources; Cheryl Witham, Chief Financial Officer and Treasurer; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.
- Visitors** James Paul Hunter, FSEC Executive Committee; Paul Keller of Ancel Glink and Lee Brown of Teska & Associates.
- Closed Session** At 9:37 a.m. on Tuesday, January 18, 2011, Dr. Millard moved to enter to closed session for the purpose of discussing litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11); student disciplinary cases 5 ILCS 120/2(c)(10); and the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA.93—57; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.
- At 12:08 p.m. on Tuesday, January 18, 2011, the Board of Education resumed its open session.
- Student Discipline** No action was taken.
- Consideration of Level IV Grievance** Dr. Millard moved to uphold the Consideration of a Level IV Grievance; seconded by Mr. Allen. A roll call vote resulted in four nays and two ayes. Ms. Patchak-Layman and Dr. Lee voted aye. Motion failed.
- Check Distribution** Dr. Lee moved to approve the Check Distribution List dated January 18, 2011; seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.
- Architectural Services Contract** No action was taken.

**SES Educational  
Services**

Mr. Allen moved to approve the contract with Northshore Academic for supplemental educational services; seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

**Adjournment**

At 12:15 p.m. on Tuesday, January 18, 2011, Ms. Patchak-Layman moved to recess the Special Board Meeting until after the PEG meeting on Thursday January 20, 2011, to consider student discipline; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan  
Secretary

Gail Kalmerton  
Clerk of the Board

January 20, 2011

An Adjourned Special Meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday, January 20, 2010, in the Board Room of the high school.

**Call to Order**

President Millard called the meeting to order at 12:19 p.m. A roll call indicated the following members were present: John C. Allen, IV, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present was Steven T. Isoye, Superintendent; Nathaniel L. Rouse, Principal; Lauren M. Smith, Director of Human Resources; Cheryl L. Witham, Chief Financial Officer; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.

**Visitors**

James Paul Hunter, Faculty Senate Executive Committee Chair

**Adjournment**

At 12: 21 p.m. on Thursday, January 20, 2011, Dr. Millard moved to recess the Adjourned Session of the Special Board Meeting until after the Adjourned Finance Committee meeting; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

Gail Kalmerton  
Clerk of the Board

January 20, 2011

An Adjourned Special Meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday, January 20, 2010, in the Board Room of the high school.

**Call to Order** President Millard called the meeting to order at 12:19 p.m. A roll call indicated the following members were present: John C. Allen, IV, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present was Steven T. Isoye, Superintendent; Nathaniel L. Rouse, Principal; Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.

**Closed Session** At 12:20 p.m., On Thursday, January 20, 2011, Dr. Millard moved to enter to closed session for the purpose of discussing Student disciplinary cases 5 ILCS 120/2(c)(10); The placement of individual students in special education programs and other matters relating to individual students 5 ILCS 120/2(c)(11); seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

At 1:15 p.m., the Board of Education resumed its open session.

**Student Discipline** No action was taken

**Adjournment** At 1:16 p.m. on Thursday, January 20, 2011, Dr. Millard moved to adjourn the Adjourned Special Board Meeting; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

Gail Kalmerton  
Clerk of the Board

***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, Director of Human Resources

DATE: January 27, 2011

Cc: Stephen Isoye, Superintendent

RE: 2011-2012 School Calendar

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**BACKGROUND**

The Joint Administrative and Faculty Senate Calendar Committee have developed a tentative version of the external calendar for the 2011 – 2012 school year and presented it to the Board of Education in December 2009. The Joint Administrative and Faculty Senate Calendar reconvened on January 13, 2011 to review the calendar for final revision to be presented to the Board of Education for approval.

**SUMMARY OF FINDINGS**

The following changes have been made to the 2011-2012 tentative calendar.

Move Q1 from October 21<sup>st</sup> to October 28<sup>th</sup>  
Move Parent Teacher Conferences from November 1 & 2<sup>nd</sup> to November 9 & 10<sup>th</sup>.  
Move Student Non-attendance day from November 2 & 3<sup>rd</sup> to November 10<sup>th</sup>.  
Veteran's Day will be on November 11<sup>th</sup>.

Change February 17<sup>th</sup> from Records Day to accurately reflect a Non-attendance day.

**Next Steps**

Request the Board of Education approve the 2011-2012 School Calendar.





**Oak Park and River Forest High School**  
**District 200**  
**2011 – 2012 School Calendar**



**August 2011**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	X	A	24	25	26	27
28	29	30	31			

**September 2011**

S	M	T	W	T	F	S
				1	2	3
4	X	6	7	8	X	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**October 2011**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	X	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	Q1	29
30	31					

**November 2011**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	▲	▲/X	X	12
13	14	15	16	17	18	19
20	21	22	X	X	X	26
27	28	29	30			

**December 2011**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	X	X	X	X	X	31

**January 2012**

S	M	T	W	T	F	S
1	X	X	X	X	X	7
8	9	10	11	12	Q2	14
15	X	17	18	19	X	21
22	X	A	25	26	27	28
29	30	31				

**OPENING/CLOSING DAYS OF SCHOOL**

- August 23 (A) 1<sup>st</sup> Student Day–1<sup>st</sup> Sem.
- January 24 (A) 1<sup>st</sup> Student Day–2<sup>nd</sup> Sem.
- June 9 (Ω) Last Day of School

**STUDENT NON-ATTENDANCE DAYS (X)**

- August 22 Institute Day
- September 5 Labor Day
- September 9 Staff Development
- October 10 Columbus Day
- November 10 Parent-Teacher Conferences
- November 11 Veterans Day
- November 23 Staff Development
- November 24-25 Thanksgiving Holiday
- Dec. 26- Jan. 6 Winter Break
- January 16 M. L. King Jr. Observed
- January 20 Records Day
- January 23 Institute Day
- February 17 Non-Attendance Day
- February 20 Presidents Day Observed
- March 5 Casimir Pulaski Observed
- March 26 – 30 Spring Break
- April 6 Non-Attendance Day
- May 28 Memorial Day
- June 8 Staff Development
- July 4 4<sup>th</sup> of July

**PARENT-TEACHER CONFERENCE DAYS (▲)**

- November 9 4:30 – 7:30 p.m.
- November 10 11:15 a.m. – 7:30 p.m.

**END OF GRADING PERIODS**

- October 28 Q1 1<sup>st</sup> quarter
- January 13 Q2 2<sup>nd</sup> quarter
- March 23 Q3 3<sup>rd</sup> quarter
- June 1 Q4 4<sup>th</sup> quarter

**COMMENCEMENT (Ω)**

- June 10 3:00 p.m.

**SEMESTER EXAM DAYS**

- January 17-19 1<sup>st</sup> Semester
- June 4-7 2<sup>nd</sup> Semester

**LATE ARRIVAL DAYS**

To be determined

**MISCELLANEOUS**

- September 8 ¶ Back to School Night
- To Be Determined T Homecoming Week
- June 11-15 ■ Emergency Days
- June 13 S Summer School Begins

**February 2012**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	X	18
19	X	21	22	23	24	25
26	27	28	29			

**March 2012**

S	M	T	W	T	F	S
				1	2	3
4	X	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	Q3	24
25	X	X	X	X	X	31

**April 2012**

S	M	T	W	T	F	S
1	2	3	4	5	X	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**May 2012**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	X	29	30	31		

**June 2012**

S	M	T	W	T	F	S
					Q4	2
3	4	5	6	Ω	X	9
¶	■	■	S	■	■	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**July 2012**

S	M	T	W	T	F	S
1	2	3	X	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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

DATE: January 27, 2011  
TO: Board of Education  
FROM: President, Board of Education  
SUBJECT: Approval of Superintendent Goals

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Per the timeline presented in Appendix B of the contract with Superintendent Isoye dated April 15, 2010 and amended September 23, 2010, attached are the indicators to measure his goals which were discussed at the January 20, 2011, Policy, Evaluation, and Goals Committee.

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Motion: Move to approve the indicators of measure to be included in Appendix B of the Contract between Steven T. Isoye and the Board of Education dated April 15, 2010, as presented.

Roll Call Vote

Agenda Item XI. B.

Goal 1 – Provide leadership in review of current programs and recommend appropriate measures and courses of action to eliminate predictability and disproportionality in student achievement and eliminate systemic inhibitors to success for students and staff of color.

**Indicators for Goal 1: Through the leadership of the Superintendent, the District will: (1) identify systemic inhibitors of success for students and staff of color, (2) develop effective measures of student and staff achievement and (3) implement one or more courses of action designed to eliminate predictability and disproportionality in these areas.**

Goal 2 – Provide leadership in review of current programs and recommend appropriate measures and courses of action to improve student achievement.

**Indicators for Goal 2: The results of this review will be communicated through on-going reports to the Board. Student achievement will be measured through standardized testing and other measures to be identified and approved by the Board.**

Goal 3 – Provide leadership for ongoing programs related to the management of the organization and recommend appropriate courses of action to effectively and efficiently provide for a safe learning environment.

**Indicators for Goal 3: The Superintendent will provide to the Board an annual report regarding the safety of students and staff. As part of this process, the Superintendent will develop appropriate measures of safety and operational conditions that may be linked to fluctuations in safety. Where appropriate, the Superintendent will also recommend operational modifications designed to address safety issues.**

Goal 4 – Oversee the financial condition of the school district and recommend steps to preserve prudent fund balances while maintaining and upgrading facilities and academic programs.

**Indicators for Goal 4: The Superintendent will summarize on an annual basis to the Board his analysis of the financial condition of the District and any recommendations made to preserve prudent fund balances while upgrading facilities and academic programs. This report will also reflect on the implementation of previously recommended steps and their impact.**