OAK PARK AND RIVER FOREST HIGH SCHOOL

Finance Committee Meeting
Agenda

August 21, 2008
Board Room
7:30 a.m.

1.	Minutes	
2.	Ridgeland Common Master Planning Process	Gary Balling
3.	Construction Update	Jack Lanenga
4.	Budget Report Format and Information for Board Members	Board Discussion
5.	FY 2009 Tentative Budget	Cheryl Witham
6.	Time Keeping Software	Cheryl Witham
7.	Energy Savings Analysis	Jack Lanenga
8.	Resolution to move TORT Fund Balance	Cheryl Witham
9.	Monthly Financials	Information
10.	Treasurer's Report	Information

Finance Committee Members
Chair: John Rigas

Board of Education
DLT
Jim Hunter – FSEC Chair

July, 2008	August, 2008	September, 2008	October, 2008
	08 - 09 Tentative Budget Time Keeping Software	08 - 09 Budget Five year plan assumptions Copy Machine Leases 2007 Audit Report	Levy Timeline Summer School Report Discussion of Budget Cycle Landscaping Bid
November, 2008	**December, 2008**	**January, 2009**	**February, 2009**
5 Year Plan Projections 2008 Levy Books & Fees Report Health Insurance Renewal	Adopt 2008 Levy	Food Service Rollover Bids Authority to Commence Amend. Budget 08/09 Authority to Commence 09/10Budget Prep	Student Fees 09 - 10 RFQ Audit Services Bids for Bus Services TIF JT review Board Reports
March, 2009	**April, 2009**	**May, 2009**	**June, 2009**
	Authorization to Commence 2009 Audit FY 2009 Amended Budget Staffing report 09 - 10 budget Sub Teacher - Sub clerical pay 09 - 10 Food Service lunch prices 09 - 10 Towel Service Bid Audit Services Bid Contracted Security Services Bid	Prevailing wage Resolution to transfer funds PTAB Resolution Contracts for FY 09 - 10 - Family Services - OT Contracts - Triton Contract Xerographic Paper Bid Office Supplies Bid	FY 09 Preliminary Budget Property & Liability Ins Renewal Workers Comp Renewal

Every Meeting:

Minutes

Construction Update

Financial Reports

Treasurer's Report

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

FINANCE COMMITTEE MEETING

Tuesday, June 17, 2008

A Finance Committee meeting was held on Tuesday, June 17, 2008. Chair John P. Rigas called the meeting to order at 10:59 a.m. in the Board Room. Committee members present were: Jacques A. Conway (departed at 11:25 a.m.), Valerie J. Fisher, Dr. Ralph H. Lee (departed at 11:00 a.m.), Dr. Dietra D. Millard, Sharon Patchak-Layman, and John P. Rigas. Also present were Dr. Attila J. Weninger, Superintendent; Jason Edgecombe, Assistant Superintendent for Human Resources; Cheryl L. Witham, Chief Financial Officer; Jack Lanenga, Assistant Superintendent for Operations; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

Visitors included Doug Wiley, Supervisor of Finance; Tim Keeley, Purchasing Coordinator; Nate Rouse (Principal-elect); and James Hunter, FSEC Chair.

Acceptance of Finance Committee Minutes of May 13, 2008

The Finance Committee members accepted the May 13, 2008 Finance Committee Minutes, as presented.

Construction Update

There was no construction update.

Executive Bid Summary for Xerographic Paper Bid

It was the consensus of the Finance Committee members to recommend to the Board of Education that it award the contract for Xerographic Paper Bid to Ricoh Americas at its regular June Board of Education meeting. Ricoh Americas has been supplying the District with this paper for the past two years and the District has found their product and customer service to be excellent.

Executive Bid Summary for Office Supplies

It was the consensus of the Finance Committee members to recommend to the Board of Education that it award the contract for Office Supplies to Quill Corporation at its regular June Board of Education meeting. Quill offers free delivery from its Lincolnshire warehouse as well as local sales support and customer service. References netted positive comments from satisfied customers.

Executive Bid Summary for Fencing

It was the consensus of the Finance Committee members to recommend to the Board of Education that it award the contract for fencing to Marchio Fence at its regular June Board of Education meeting. Marchio Fence's references stated that it was consistently on time and on budget with its projects, as well as customer service being excellent.

Request for RFQ for Legal Services

It was the consensus of the majority of Board of Education members to defer the discussion of an RFQ for Legal Services until the July 17 Special Board meeting.

Changes to the Illinois Program Accounting Manual (IPAM)

Ms. Witham informed the Board of Education that the ISBE was changing several of its account code structures for the fiscal year ending June 30, 2009 and this change will have an impact on ORPFHS. The changes will affect the fund balance in the Education Fund and move expenditure recognition to different areas on the ISBE Annual Financial Report. The items that are specific to O.P.R.F.H.S. and will be reflected in the reports are as follows:

- The Tort Fund will be Fund 80 rather than Fund 13 and the fund balance will be transferred. This will reduce the Education Fund Balance on the Annual Financial Report.
- Drivers Ed will have new account codes beginning July 1, 2008, and will no longer be grouped with Regular Education. Salaries and benefits will also be included in this new section.
- Tuition payments to LEA's and other governmental units will have a new account code (HARBOR, Triton)
- Tuition payments to private facilities will have new account codes, which will be different than the account code for tuition paid to other LEA's.
- Furniture and equipment for less than $500 will have new account code and cannot be recorded under supplies.
- Drivers Ed fees will have new account codes.
- TIF payments will have new account codes
- Vendor contract proceeds must be deposited into account code.

The Board of Education will be asked to approve a resolution to transfer the Tort Fund balance as of June 30, 2008, from the Education Fund to the new Tort Fund after the FY 2008 audit has occurred.

African American Outreach Coordinator

Dr. Weninger stated that the position of African American Outreach Coordinator was borne out of his experiences in previous districts with Hispanic and African American liaison positions as well as talking with staff and community members as a means by

which to strengthen the relationship between OPRF and parents/guardians and students. This position was previously proposed. The responsibilities of the job include:

1. Provide leadership with students, parents/guardians, faculty/staff, student groups, teams/clubs/organizations, and community organizations/agencies to develop and maintain a positive atmosphere at OPRF for African American students.
2. Raise the academic achievement expectations of and for African American students. Work with faculty/staff and community organizations/agencies to accomplish same.
3. Assist Assistant Principal for Student Activities and Athletic Director to raise student participation in co-curricular program among African American students.
4. Independently and working with the Communications and Community Relations Coordinator and the Communications Advisory Committee, develop and implement programmatic and individual outreach programs for African American parents/guardians. This includes but is not limited to enrollment, registration, residency; school information; parental attendance/participation at/in school programs; and parental/guardianship information sessions/workshops.
5. Work with Assistant Principals, Counselors, Deans, Division Heads, and Social Workers to identify and to mitigate barriers to student academic achievement, co-curricular participation, graduation, and a positive attitude about OPRF among African American students.
6. Advise Assistant Principals, Counselors, Deans, Division Heads, and Social Workers re: factors which inhibit academic achievement among African American students.
7. Establish calendar of events at which attendance/participation by African American students and their parents/guardians are required to attend and work to gain attendance/participation.
8. Establish tracking system for African American student and parent/guardian involvement.
9. Establish annual calendar of meetings and topics for African American students' parents/guardians at OPRF and/or other community locales."

Dr. Weninger continued that this position will work with the Community Relations and Communications Coordinator to develop to outreach with African American parents and students. The salary and the benefits total $59,000 for 12 months. The reasons for this being in the non-affiliated category, as opposed to the union is 1) cost, and 2) the District did not want to restrict good candidates from applying who might be qualified and yet not certified.

Discussion ensued.

Q: How would this person act and interact with faculty and staff, as the position sounds like glorified social worker. Would the District be able to recruit qualified people at this salary range and job intensity?

A: When the District reviewed the contractual agreements with Family Services, Dr. Weninger believed those individuals got salaries in that range. The position will grow to capacity; it is a new position in the District to do outreach. He did not believe that the individual would be able to do everything in the beginning. He agreed that a higher salary would attract different candidates, but this was an effort to be prudent with the District's resources. If it is found that the right candidates are not being attracted to this position, the Administration can come

back to the Board of Education in a year and request an increase. Mr. Rigas did not believe the salary range was the issue. He did not want someone sitting in an office all day and felt that the position must be closely monitored. He wanted more active involvement with the students and a level of credibility with the staff and faculty.

Q: Is this is an 8 hour-day description? In addition to responsibilities at the high school during the day, some of the outreach might take place in the evenings or on weekends. How will the usefulness of this program be evaluated? How will the Administration determine the criteria in place? Is this position being set up to fail because of the expectation that the person would work 24/7? Because there have been suggestions to have an advocate for parents of Special Education students, will this person be involved in Special Education and that part of the school day?

A: The person will not be an advocate for Special Education students. The position is being recommended to get parents of underachieving students involved in the school. The person in this position will put in a work year that is flexible; it is a fulltime position.

Q: What is the differentiation between this position and the principal position? While the principal will have other activities besides being involved with parents at the school, in many ways Ms. Patchak-Layman saw them as the principal's job. She suggested waiting until the new staff was in place to be able to give more direction to the responsibilities of the job. She suggested that the present job description was unmanageable for someone to be successful.

A: Mr. Conway, supporting the job description as a working document, noted that no one would be able to do things well at the start. While he understood Ms. Patchak-Layman's position regarding hours, he felt the year should start with the position in place and allow the administration to adjust it.

Ms. Fisher favored the addition of this position.

It was the consensus of the Finance Committee members to recommend that the Board of Education approve the request for the African American Outreach Program Coordinator at its regular June Board of Education meeting.

Request GASB 45 Services

It was the consensus of the Finance Committee members to recommend that the Board of Education approve CBIZ's as the lowest bidder of the RFQ for GASB 45 Services at $10,500 at the June Board of Education meeting.

Ms. Witham reported, "The Government Accounting Standards Board (GASB) had issued Statement No. 45 which establishes standards for the measurement, recognition and display of Other Post Employment Benefits (OPEB) expenses and related liabilities, note disclosures and supplementary information in the financial reports of state and local

governmental employers. OPEB's include post employment health care costs as well as post employment benefits such as life insurance.

"In addition, Oak Park and River Forest High School offers post employment benefits such as retirement annuities for faculty members retiring under a previous collective bargaining agreement, healthcare benefits, life insurance benefits, and dental benefits until age 65 and separation benefits. The actuarial value of these benefits will be calculated and reflected in the District financial statements. GASB 45 does not require the District to fund this liability although some school districts have chosen to do so. The District may make a decision about funding the OPEB liability after the results are received and carefully reviewed.

Occupational Therapist Agreement

It was the consensus of the Finance Committee members to recommend that the Board of Education approve the contract renewal for FY 2008-09 with Comprehensive Therapeutics at a rate of $72.50 per hour at its regular June Board of Education meeting.

This is a contract for physical and speech therapy services and the District has maintained this contract since FY 2002-03. The rate represents an increase of $3.50 per hour or five percent. The total value of the contract for FY 2008-09 will be approximately $25,000.

Triton Community College Intergovernmental Agreement

It was the consensus of the Finance Committee members to recommend that the Board of Education approve the Intergovernmental Agreement with Triton Community College for FY 2008-09 with a five-percent increase in custodial and security services at its regular June Board of Education meeting.

Triton Community College uses the O.P.R.F.H.S. facility for evening adult education classes three nights per week. The contract provides for the following:

- a site manager for the program, paid for by Triton;
- a reimbursement for custodial and security services;
- cost sharing for parking; and
- computer lab and facility use fees.

Family Services Contract

It was the consensus of the Finance Committee members to recommend that the Board of Education approve the Intergovernmental Agreement with Family Services for services related to Resource Managers and a Drug Free and Safe School Counselor at its regular June Board of Education meeting.

In the past, the District held contracts with both Family Services and Pillars. It was thought to be more effective to use just one resource for this service, as the person from

Pillars resigned and the relationship had ended. While Family Services will recruit and employ the personnel, Dr. Weninger has spoken with Dan Kill, the executive director of Family Services, about racial and gender balance, as well as the District's expectations. The solutions to any problems or complications are detailed in the contract. Should someone not work well in the District, it would first be addressed with Family Services to make adjustments with that employee, and then, second, the District would ask that the person be removed.

Property and Casualty Liability Insurance Renewal

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the renewal of property and casualty liability insurance with CLIC as of July 1, 2008, at its regular June Board of Education meeting.

Ms. Witham reported that the total premium for property liability and student accident insurance will increase from $189,919 for FY 2008 to $221,941 in FY 2009. This is a 17 percent increase in premium. The five-year plan projected a ten percent trend in premium for an expected increase to $208,910. This renewal is $13,031 above the expected amount. Last year, the increase was 6.9 percent, which was below the projected amount. The District has participated in the CLIC fund for the past eighteen years. It consists of 153 school districts with 495,406 students and 36,224 teachers. Arthur J. Gallagher Risk Management Services, Inc. administers the cooperative and bids the insurance renewal every year. It is partially self-funded and each district maintains a $1,000 deductible for liability insurance and $15,000 for School Board Legal Liability coverage.

Ms. Witham noted that the District has had three large claims in recent times, e.g., the coil, the flood, and the graffiti.

Workers Comp Renewal

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the July 1, 2008 CLIC Workers' Compensation renewal at the June Board of Education meeting.

Ms. Witham reported that unfortunately the District has experienced several losses due to trips, slips and falls this winter and other claims related to custodial services this past year. Therefore the District has been assigned an above average experience modification factor of 1.03. The premium will increase from $243,042 in FY 2007 to $265,350 in FY 2008. This is an increase of $22,308 or 9 percent. This increase is one percent below the ten percent trend in the projection model, i.e., a savings of $2,000.

Oak Park TIF Distribution Agreement

Ms. Witham gave the following report:

District 97 has two TIF settlement agreements with the Village of Oak Park; one for the Downtown TIF and one for the Madison Street TIF. District 200 is not a party to these agreements but is a beneficiary of these two agreements. Each year District 97 calculates the amounts due from the Village of Oak Park to the taxing bodies and delivers this information to the Village of Oak Park. The Village then issues a check to Cook County, which then distributes the funds to the individual taxing bodies. For fiscal year ending June 30, 2008, District 200 was expecting approximately $400,000 to be distributed sometime in April.

The funds have not been received this year. We have been able to verify that D97 did provide the necessary information to the Village of Oak Park in December. After several phone calls and e-mails to the Village of Oak Park it has been discovered that the Village neglected to send the funds to Cook County.

In an e-mail received by Craig Lesner, Chief Financial Officer of the Village of Oak Park on June 11, 2008 he stated:

"As far as the TIF surplus, I had directed staff to issue the checks to the County back when the collections came in early to mid March. However, this was not done and I failed to follow-up to ensure it had been done. We will be sending the checks out in our next cycle run and I will issue a letter to all taxing bodies affected. "

Township Treasure Update

Ms. Witham reported that the Trustee of Funds continues to hold approximately $3.6 million of District funds. The member districts are waiting for a determination of how losses will be distributed amongst the districts and for a final true up and settlement of the remaining funds due each district.

Monthly Financial Reports

It was the consensus of the Finance Committee members to recommend that the Board of Education approve the monthly financial reports at its regular June Board of Education meeting.

Presentation of Preliminary Budget

Because of the lateness of the day, it was the consensus of the Finance Committee members to continue this discussion at the July 17 Special Board meeting.

Ms. Witham explained to Ms. Patchak-Layman that the initiatives are part of the regular Education Fund budget and are listed in a separate report for management purposes only. She noted that preparing this special report requires extra work; if the Board of Education does not need the report she would be happy to discontinue tracking these expenditures seperately. Mr. Rigas explained that the reason for listing the new graduation requirements under the initiatives was to affirm the Board of Education's commitment to

the community that the phase-in money was being used to support the new graduation requirements and initiatives. He suggested labeling it more clearly, e.g., "Use of Phase-in Funds;" Ms. Witham was directed to do that.

Ms. Patchak-Layman asked at what point did the projected fund balance start moving down? The response was 2012. When she asked if these initiatives would continue to be in place after that time, Mr. Rigas responded that they would.

Ms. Patchak-Layman asked for more information regarding the evaluation of the initiatives. It was agree that this would take place at the Instruction Committee meetings.

Adjournment

The Finance Committee meeting adjourned at 11:36 a.m. and to an Adjourned Financial Committee meeting on Thursday, July 19, 2008, immediately following the Adjourned Policy Committee meeting.

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

TO: Board of Education

FROM: Jack Lanenga

DATE: August 21, 2008

RE: Construct Update

BACKGROUND

No report at this time.

SUMMARY OF FINDINGS

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

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: August 21, 2008

RE: FY 2009 Tentative Budget

BACKGROUND

A Tentative Budget for FY '09 has been prepared by the Chief Financial Officer. This will be delivered on Monday under separate cover.

SUMMARY OF FINDINGS

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

This will be presented at a public hearing on September 25th and presented for approval during the regular September 25, 2008 Board of Education meeting.

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: August 21, 2008

RE: Kronos Timekeeping System

BACKGROUND

OPRFHS presently utilizes a manual process for recording timesheets for hourly workers. This process varies by department, is very time consuming and is often redundant in effort. The current system is susceptiptle to error due to manual calculations, lost time sheets and the honor system of time keeping. Records for sick and vacation time are often disputed due to this inaccurate system. The administration has reviewed the current system and is convinced that migration to an automated system will save the district time and money, improve record keeping and enhance compliance with labor laws.

SUMMARY OF FINDINGS

The District uses Skyward as the finance, payroll and Human Resources computer system. The Skyward system supports two electronic timekeeping systems; the Skyward system and the Kronos system. The administration carefully reviewed both systems. The Skyward system is not able to meet the basic requirements of the District due to the multiple union shift differentials, overtime, sick and vacation variables. In addition, there are only a few other customers using the Skyward timekeeping system, which would potentially create a technical support issue. The Kronos system is a much more robust system and is capable of meeting the needs of the District. Kronos is a national firm with many large and small customers. Kronos also has experience with school district payroll systems. The executive summary provided by Kronos lists several Illinois school districts using the software. The administration has interviewed several of these school districts.

Kronos has provided a chart of the typical manual time and labor process. The District's current manual system is actually more intensive than the chart reflects due to multiple layers of authorization, summarization, computer system queries and hand calculations. The Kronos experience reflects approximately 3% savings in payroll costs following implementation. Chicago Public Schools verified those results. The administration believes that OPRFHS will have similar results, although savings will vary by group. The District is ready to immediately implement a timekeeping system with the food service staff, students, and the bookstore staff and for miscellaneous extra help/duties. Other groups will take longer to implement.

For OPRFHS, the potential savings would be:

Employee Group	*Annual Salary*	*Annual Potential Savings*
Food Service	$ 598,369	$ 17,951
Students	155,415	4,462
Bookstore	67,000	2,010
Clerical	1,731,227	51,937
Operations & Maintenance	2,284,595	68,538
Security	888,187	26,646
Teaching Assistants	1,088,170	32,645
Total	$ 6,812,963	$ 204,189

The Kronos timekeeping system utilizes an electronic device that will identify employees by biometric data and the swipe of the ID tag. Upon identification, the system will list for the employee possible job assignments that they are logging in for. The employee will select their regular duty or a special type of duty. The system will track hours worked for all duties, calculate the appropriate rates and then summarize data that will directly interface with the Skyward payroll system after proper authorization from the supervisor. The supervisor can edit and authorize pay on-line. In addition, supervisors will be able to track vacation and sick leave on line and print reports for analysis. Disputes over rate of pay and time worked will be greatly reduced. In addition, the food service and O & M departments will no longer need to keep a separate time off log.

The total cost of the Kronos system including one timekeeping log-in unit, all the software, hardware and training is $42,952. Each additional timekeeping unit is $2,095. The District would ultimately like to install 7 additional timekeeping log-in units for an additional cost of $14,665. The cost of the Skyward software interface and training is $8,110. The total cost of the project will be approximately $59,712. The District will need to implement the timekeeping software systematically over time, but hopes to fully implement within 18 months.

RECOMMENDATIONS

The Board of Education approves the purchase and implementation of the Kronos and Skyward electronic timekeeping proposals at its regularly scheduled Board of Education meeting in August.

Executive Summary (prepared by kronos)

Objective: To eliminate the manual processes associated with workforce management, improve business performance, and align the workforce with the ever-changing work requirements and environment.

Solution: Instead of completing a paper timesheet to submit time and attendance data, an employee simply uses a Kronos terminal to swipe in for the day, any job transfers during the day and swipes out when the employee leaves. Since the employee's schedule is within the application, the system will know when an employee is arriving early or late or leaves before their shift has ended. The specific data is collected at the terminal and stored in a central database. Supervisors daily approve their employee's timecard exceptions each day. The system will notify the supervisor of these exceptions.

Why Kronos-Low-Risk Solution:

- Proven implementation methodology – Structured and proven implementation helps ensure a timely and effective implementation for every customer, regardless of individual challenges.
- Industry expertise – Kronos is the industry-leading provider for workforce management solutions in K-12 school districts throughout the United States. Kronos has been working with schools and school districts for more than 30 years.
- Seasoned Consultants – Because of this wealth of experience across hundreds of school districts, our consultants can provide valuable insights and best practices on how to optimize the implemented Kronos solution.
- Financial Stability – With more is 30 years experience, 30 million people use Kronos products everyday, and over $700 million in revenues Kronos is the world's largest provider of workforce management solutions.

Existing Kronos K-12 Customers:

Chicago Public Schools, Chicago, IL
Indian Prairie School District 204, Aurora, IL
Carpentersville School District 300, Carpentersville, IL
New Trier High School, Winnetka, IL
Valley View School District 365, Romeoville, IL
St. Louis Public Schools, St. Louis, MO
Tulsa Public Schools, Tulsa, OK

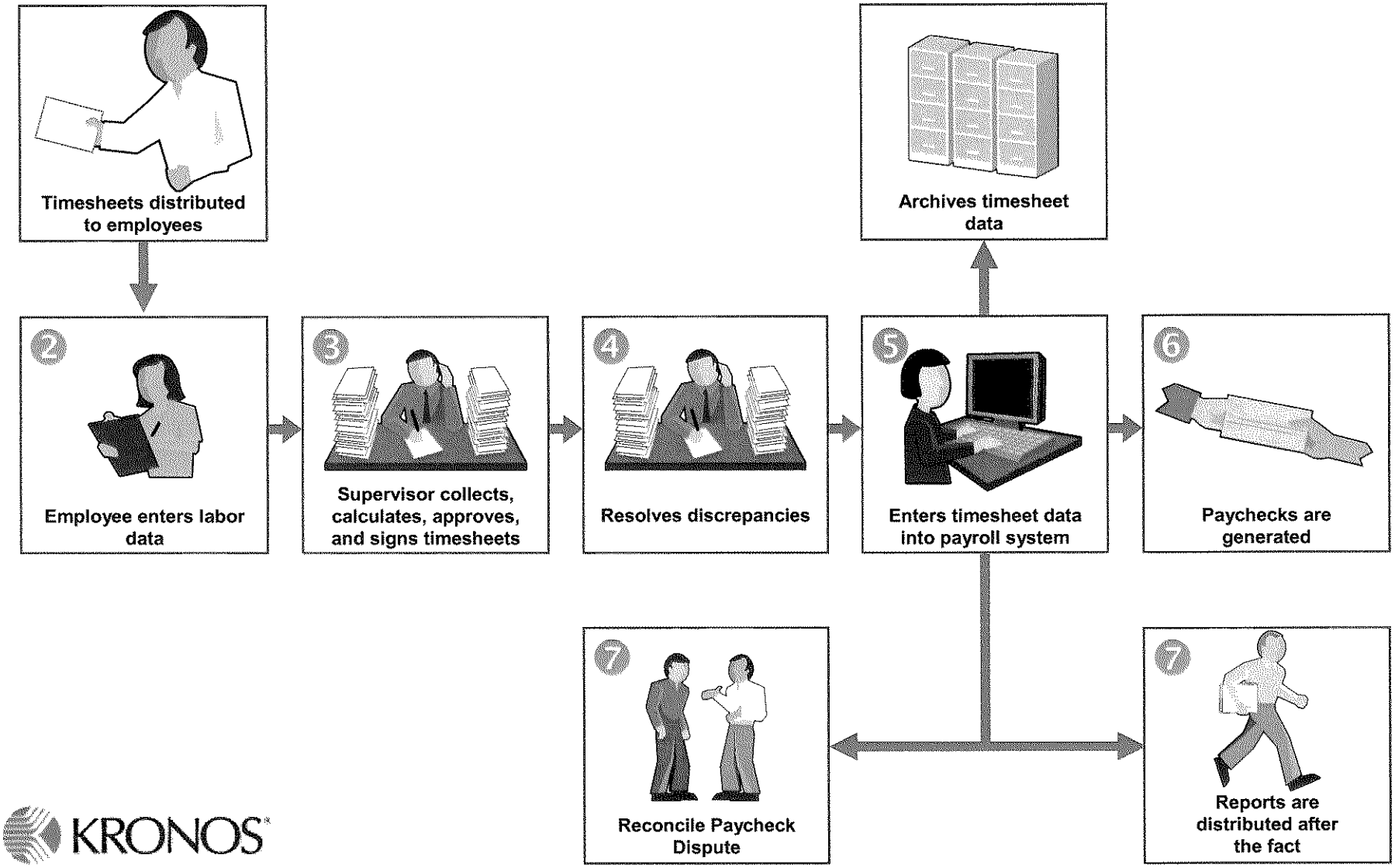
ROI – Reduction in total payroll cost: (See Attached)

- Payroll Error Rate: 1.2%
- Payroll Processing Time: 0.47%
- Leave Time: 0.38%
- Labor Reporting: 0.75%
- Payroll Inflation: 0.72%
    - Total: > 3.0%

Cost of the Solution:

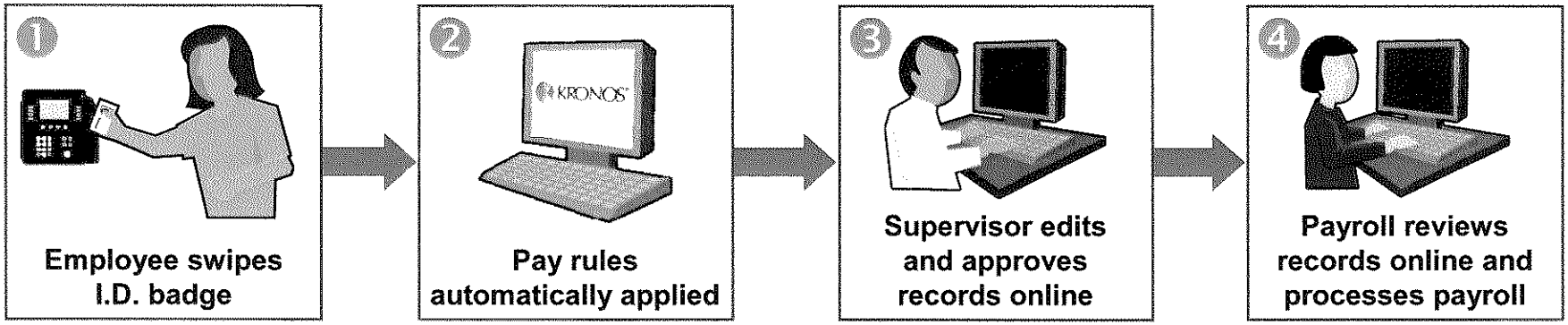
Item	Estimated Cost
Software and Hardware	$12,466
Maintenance	$2,414
Professional Services	$24,915
Education	$3,157
Estimated Cost For This Implementation	**$42,952**

Typical Manual Time and Labor Process



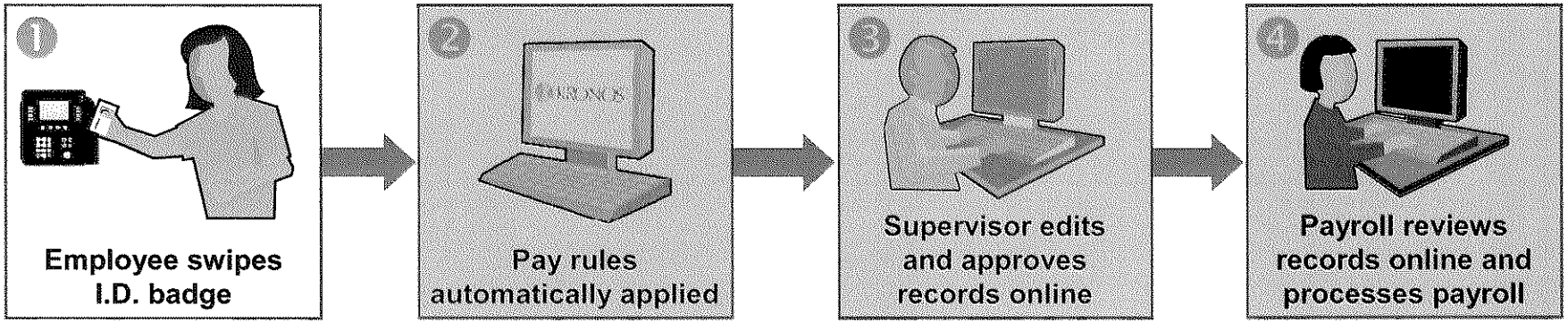
KRONOS

On the Road with Automation: Workforce Timekeeper™ for Time and Attendance



KRONOS

Step 1: Automate Time Collection

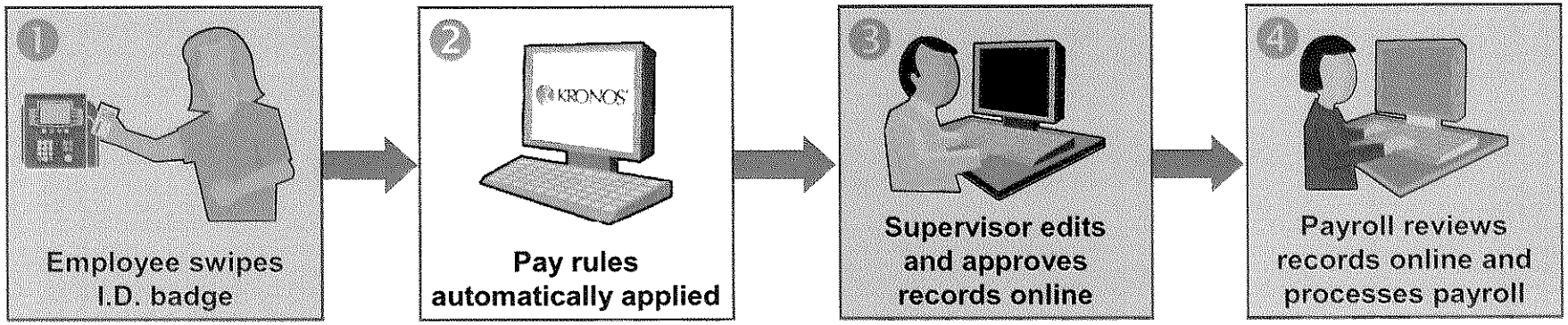


"Reduction in payroll error rate results in 1.2% savings of total payroll"

NUCLEUS RESEARCH

KRONOS

Step 2: Calculate Time

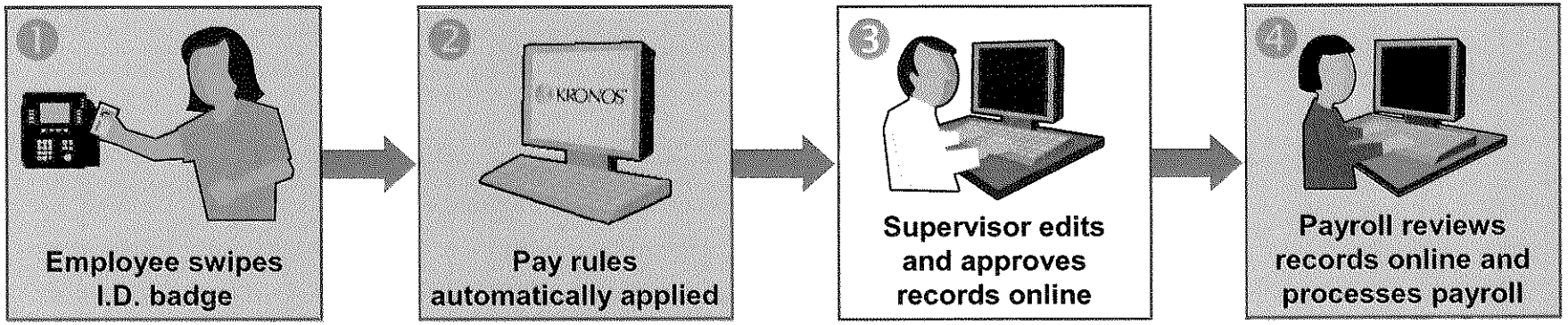


"Reduction in payroll inflation results in .72% savings of total payroll"

NUCLEUS RESEARCH

KRONOS

Step 3: Ease Manager Functions

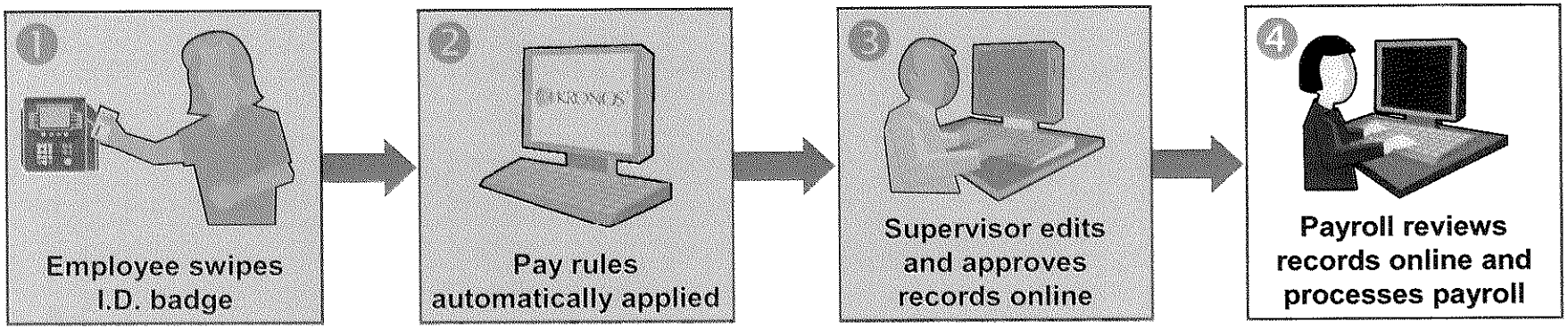


"Reduction in leave time processing and better use of labor reporting in .38% and .75% savings of total payroll"

NUCLEUS RESEARCH

KRONOS

Step 4: Streamline Payroll Close



"Reduction in payroll processing time results in .47% savings of total payroll"

NUCLEUS RESEARCH

KRONOS

KRONOS®

Statement of Work

For the Online Implementation of

Workforce Timekeeper

Prepared for Oak Park-River Forest School District

Created:	May 19, 2008	Expires:	June 27, 2008
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1 EXECUTIVE SUMMARY

1.1 DOCUMENT PURPOSE

Kronos is pleased to be considered a Human Capital Management business partner with Oak Park-River Forest School District. The purpose of this document is to provide an outline of the work required and the professional services estimated for your Kronos solution.

This document defines Kronos' current understanding of the engagement's objectives, scope, assumptions, risks and constraints and is based upon information gathered during conversations with Oak Park-River Forest School District during the sales cycle, with the key assumption that Kronos and Oak Park-River Forest School District will jointly staff the project team during the project lifecycle.

This Statement of Work provides a documented basis for making future decisions and for confirming or developing a common understanding of project scope among the stakeholders. Any change to the assumptions in this document or the discovery of increased complexity during the engagement will be considered a change in the scope of the professional services, and will be managed through Kronos' standard Change Control procedures.

For detailed information regarding project scope & assumptions, project complexity and risk areas, please see the sections of the document after the approval page. Please note that signing the approval section includes approval of the Detailed Project Scope and Assumptions sections.

1.2 PROJECT OVERVIEW

Kronos Essentials is an innovative program that helps small to mid-sized organizations reap the benefits of the industry's leading workforce management solution -- Kronos Workforce Central. This tailored solution of products and services will automate your employee-centric processes without forcing you into a pre-built, limited application.

The purpose of this document is to estimate the services required for the online implementation of Kronos products purchased by Oak Park-River Forest School District (hereinafter referred to as "Customer"). This estimate is based upon the implementation assumptions listed below. Any change to the assumptions or discovery of increased complexity will be considered a change of scope.

1.3 PROPOSED SOLUTION

1.3.1 TOTAL ESTIMATED COSTS

Item	Estimated Cost
Software and Hardware	$12,466
Maintenance	$2,414
Professional Services	$24,915
Education	$3,157
Estimated Cost For This Implementation	**$42,952**

1.3.2 WORKFORCE TIMEKEEPER

	Total Estimated Professional Services Hours	Total Estimated Professional Services Dollars	Education Services	Total Estimated Services Investment
Workforce Timekeeper V6.0	69	$11,385	$3,157	$14,542
Workforce Connect - Import Employees	9	$1,485		$1,485
Workforce Connect Interface, Non-standard Payroll	9	$1,485		$1,485
12 Pay Rule(s)	8	$1,320		$1,320
2 Calculated Accrual Rule(s)	16	$2,640		$2,640
2 Shift Differential(s)	0	$0		$0
4 Overtime Rule(s)	0	$0		$0
Totals	**111**	**$ 18,315**	**$ 3,157**	**$ 21,472**

Additional Professional Service Hours		
Application Consultant (Remote)	8	$1,320
Application Consultant (Remote)	32	$5,280

Additional Professional Services hours will be used as follows:

- Tracking of comp time.
- Overtime equalization

*The hours estimated will be confirmed when the detailed assessment is completed which could result in more or less hours.

Professional Services Grand Totals:	**151 Hours**	**$24,915**

1.4 IMPLEMENTATION APPROACH

A Remote delivery method will be used for this implementation. The benefits of this approach are:

- Unique Momentum Online™ methodology speeds adoption and return on investment with remote implementation delivered by secure internet access with phone and online interaction, and with minimal impact on your business.
- Efficient Implementation process. We won't waste your time with starts and stops. We'll deliver a solid plan delivered by a seasoned team of experts who get it right the first time.
- A variety of convenient training options to fit any budget - at your desk, at our offices, or at yours.

1.5 RESOURCE REQUIREMENTS

This project involves shared risk by both Kronos and Oak Park-River Forest School District. Kronos' experience has shown that the project team needs to be aware of their level of involvement in the implementation of the Kronos solution as the project is being planned. Common risks in any project

surround customer resource availability due to competing priorities from daily tasks and other responsibilities.

In some organizations, the resource available in one organizational role may be able to cover more than one project role. If any of the customer specified roles are not available in your organization, please contact your Kronos representative as this may impact the professional services required, or the implementation approach recommended, to complete a successful project for your organization.

1.6 APPROVALS

SUBMITTED AND APPROVED BY KRONOS ONLINE PRACTICE MANAGEMENT

By: _____ Date:_____

By signing below and by signing the Sales Agreement and Software License, Customer agrees to purchase the Services described above.

Very truly yours,

Kronos Incorporated

ACCEPTED AND AGREED

Oak Park-River Forest School District

By: _____ Date: _____

Title: _____

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2 DETAILED PROJECT SCOPE AND ASSUMPTIONS

The following solution details have been discovered through analysis with Oak Park-River Forest School District throughout the Sales Cycle, and form the scope by which this project will be managed. Where necessary, additional assumptions have also been made, in order to estimate the Professional Services hours and tasks required for Oak Park-River Forest School District's solution.

Solution analysis and design may be performed during the Assess Phase(s) of the project in order for both parties to mutually agree on the Solution Design. If the solution or assumptions defined in this document change, Kronos and Oak Park-River Forest School District will review and adjust the project scope and budget accordingly through standard Kronos change control procedures.

2.1 BASIC PACKAGE ASSUMPTIONS

Assumptions for Workforce Timekeeper	
Number of Employees licensed for Workforce Timekeeper:	250
The number of Managers that will be supported is:	20
Number of Sites:	1
Number of Unions:	One or less
Number of Shift Differentials:	2
Number of Overtime Rules:	4
Number of Calculated Accrual Rules:	2
Number of Pay/Work Rules:	12
Timekeeper Functions are Centralized:	Yes
Workforce Connect Licenses are included	Yes

2.2 ADDITIONAL ASSUMPTIONS

1. The project management estimate is under the assumption of a 10 week project. Oak Park-River Forest School District will be billed 1 hour of project management time per week for every week over the 10 weeks.
2. Commitment from Oak Park-River Forest School District upper management is crucial to the success of the project. Kronos assumes Oak Park-River Forest School District will assign a Project Executive Sponsor. The Executive Sponsor is responsible for implementing the necessary change management for Oak Park-River Forest School District to embrace using an automated Workforce Management system and for ensuring the Project Team is appropriately staffed, made available and is executing their tasks according to the Project Plan.
3. Kronos requires notification for the cancellation of rescheduling of Kronos personnel. Oak Park-River Forest School District will be charged for failure to meet the following notification requirements:

   Within 48 hours - 50% of planned charges are invoiced for scheduled work.

   Within 24 hours - 100% of planned charges are invoiced for scheduled work.

4. Phase II products or functionality identified in this document will begin implementation after the completion and sign-off of the Production & Support Milestone for all products and functionality implemented in Phase I.
5. Oak Park-River Forest School District is responsible for developing their workforce management policies and for documenting and disseminating business procedures and policy changes to support the Kronos system.
6. Oak Park-River Forest School District's information technology support personnel will adhere to the project timeline and responsibilities.
7. Oak Park-River Forest School District's Project Team will attend appropriate Kronos training prior to participating in the implementation and properly support the application post-implementation.
8. Oak Park-River Forest School District understands Kronos recommends setup of both a TEST and PRODUCTION environment.
9. Oak Park-River Forest School District understands that all sites will be rolled out at the same time and not one site at a time.
10. Generic data access profiles will not be included in this implementation. Generic data access profiles allow you to restrict access to specific pay rule and accrual rule configuration data from users who create and update these policy rules in different areas of your organization. Generic Data access profiles are most likely to be used by multinational companies who wish to "hide" one country's policies and configuration from another country's configuration users. Additional hours may be required to implement generic data access profiles. If this feature is needed, a separate, more in-depth discovery will be conducted, and additional hours may be required.
11. The customization of the visual theme of Workforce Central is limited to that of a shallow theme. Documentation is provided in order for Oak Park-River Forest School District's graphic designer to make more in-depth customizations to the theme.
12. Oak Park-River Forest School District will take ownership of the Kronos system during implementation and maintain it after go-live.
13. Custom Reports are not included.
14. Kronos generally finds that our standard reports library, and the ability to export to Excel is sufficient for passing data to benefit providers. In cases where this capability does not meet the Oak Park-River Forest School District's benefit provider's specifications, Kronos will advise Oak Park-River Forest School District of options and any additional costs required to meet the specifications.

2.3 TIMEKEEPER TERMINALS

The number of Model 4500 Numeric Bar Code Timekeeper Terminals to be configured is: 1

Oak Park-River Forest School District is responsible for the physical installation of all Timekeeper Terminals.

2.4 STANDARD INTERFACES

This implementation includes standard interface(s). Standard interfaces are pre-built to match standard 3rd party products, and are in some cases, simple fixed file formats. When Kronos provides data via an interface to a non-Kronos system, Kronos will provide an export file. It is the responsibility of Oak Park-River Forest School District or the 3rd party to import that data file to update the appropriate database.

Standard Interfaces included:

The Customer's Payroll vendor is:	Other
The version the Customer is running is:	Current
The other Payroll system is:	Skyward

Interface Customization:

In the event that a standard interface(s) require customization, an estimate and change order (if applicable) will be presented to Oak Park-River Forest School District for approval. Some examples of scenarios which will require customizations include, but are not limited to:

- Changes only
- A non one-to-one relationship between Pay Codes and Compensation Codes
- Calculations (i.e., percentages, wage manipulations, etc.)
- Table lookups
- Labor Level transfers
- Passing premium hours
- G/L Customization

Interface From	Interface To	Comments
Kronos	Skyward	Payroll
Skyward	Kronos	Employee Demo

2.5 ADDITIONAL PROFESSIONAL SERVICES

Import Employees, One Time	Not Included
Workforce Connect - Import Employees	Included
Workforce Connect - Import Accrual Balances	Not Included
Workforce Connect - Import Managers, Labor Level Entries or Labor Level Sets	Not Included
Workforce Connect - Non-standard Payroll	Included
Process Manager Templates	Not Included
Delegate Authority	Not Included
Workforce Attendance (Phase II)	Not Included
Workforce Leave (Phase II)	Not Included
Workforce Portal (Phase II)	Not Included
Configure Additional Model 4500 Numeric Bar Code Timekeeper Terminal(s)	Not Included

2.6 PRODUCT MAINTENANCE

The selected maintenance level is: Gold

Breakdown of support offerings:

	Gold	Platinum
7 x 24 Telephone Support		X
Senior Specialists		X
5 x 12 Telephone Support	X	
Web-Based Expertise	X	X
eCase Management	X	X
Software Assurance	X	X

2.7 CUSTOMER ROLES AND RESPONSIBILITIES

Based on Kronos implementation experience, the following roles are critical for the successful implementation of the Kronos system:

Title	Suggested Qualifications
Project Manager	Experienced Project Manager with successful track record.
Payroll Supervisor	Complete comprehension of your time, attendance, and payroll policies. Strong oral and written skills.
Human Resources Manager	Complete comprehension of your time, attendance, accrual and payroll policies. Strong oral and written skills.
Database Administrator	Experienced with backup and recovery plan creation and implementation of database engine.
Network Administrator	Complete knowledge of the organization's network, future plans, and outstanding issues or problems. Technical knowledge of network connectivity, and strong network troubleshooting skills.
System Administrator	Experienced System Administrator with two years of experience.
Desktop Services Administrator	Knowledgeable Desktop Administrator.
Help Desk	Knowledgeable in Windows and Intel based applications
Web Master	Knowledgeable in Apache, Sun ONE, or Microsoft Internet Information Server.

Oak Park-River Forest School District understands and agrees that unqualified or unavailable staff will delay the implementation of the Kronos system and may require **Oak Park-River Forest School District** to purchase additional Services from Kronos. If any of the above positions are not available in your organization, please contact your Kronos representative or a third-party vendor.

Oak Park-River Forest School District Time Requirements: Kronos estimates **Oak Park-River Forest School District** resources will be required to spend at least two times that of Kronos resources.

2.8 EDUCATIONAL SERVICES ESTIMATE

As a Kronos customer you will also have access to online course descriptions, schedules, availability and registration, and once you are fully implemented, you'll be able to use online registration.

For complete course descriptions, objectives, and pre-requisite information, please see the Kronos Education Catalog that your Kronos salesperson will provide, or visit www.kronos.com/education/education.htm. For information on Kronos Virtual Classroom (KVC) offerings, please visit http://kvc.kronos.com.

All **Educational Services identified by either "TRAINPTS" or "TRAINPTSHRMS"** are priced **per student** per class/session unless otherwise noted.

The following courses with a recommended number of students (where applicable) per course are included:

Course	Product	No. of Students	Training Points or Price	Extended Price
	PROJECT TEAM TRAINING, Workforce Timekeeper			
TRAINPTS	Workforce Timekeeper Project Team Fundamentals (3 Sessions)	1	525	$525
TRAINPTS	Workforce Timekeeper 6.0 Managing Timecards and Preparing for Payroll	1	1,000	$1,000
TRAINPTS	Workforce Timekeeper 6.0 Administering the Application	1	1,200	$1,200
	PRE TRAINING, POST TRAINING, AND REFRESHER SKILLS			
8602748-001	KnowledgePass Education Subscription	1	$1,250	$1,250

	Total Points	Net Price
Training Points	2,725	**$1,907**
Educational Services Products		**$1,250**

The total price of the Education Services package is:	**$3,157**

2.9 REQUIRED TECHNOLOGY ENVIRONMENT

Workforce Timekeeper requires a technology environment capable of meeting the minimum requirements defined in this section. Kronos strongly recommends that your technology environment meet the **recommended** configurations, as experience has shown that overall performance will meet your expectations.

DEDICATED server(s) must be located on a LAN. All our qualification testing was done in this configuration. Since we cannot predict the impact of third-party applications, we can only support dedicated servers for the implementation.

2.9.1 DATABASE SERVER

Component	Recommended Configuration
Operating System	Windows 2003 Server (32-bit)
Database	Microsoft SQL Server 2005 or SQL Server 2000 (at least Service Pack 3)
CPU	2 Dual-Core (1333 Mhz Front Side Bus) Intel Xeon, 3.067 GHz
RAM	4 GB RAM
Disk	80 GB (See below for additional information)

CD-ROM	CD-ROM Reader (or access to one on the network)
Monitor	1024x768 resolution recommended
Network	TCP/IP, 10/100 MPBS or better
Backup Drive	A rewriteable CD-ROM (CD-RW) drive or tape device for data backup is required.
Apache Web Server	The installation is streamlined to install quickly with little modifications. By default, we install the Apache Web Server. For Workforce HR, Microsoft IIS is required instead.
Application Server software	JBOSS (Kronos provided)

With Workforce Timekeeper V6.0, you can specify the file groups that are needed for your installation. Generally, this varies depending on whether or not you use RAID (Redundant Array of Independent Disks).

RAID disk allocation — RAID is an assembly of disk drives, known as a disk array, that operates as one storage unit. Your specific RAID implementation will determine the number of file groups required. Often, all Workforce Timekeeper database objects are created on one file group for the Workforce Timekeeper platform, typically called **PRIMARY.**

Non-RAID disk allocation — If you are not using RAID, Kronos recommends that you use at least three disks when installing a Workforce Timekeeper database.

2.9.2 DATABASE LICENSING

It is the customer's responsibility to provide the RDBMS with appropriate licensing to support this implementation. This is not a recommendation, but rather some guidelines to assist you in determining the appropriate Licensing model for your implementation.

Microsoft SQL Server comes in two versions, Standard Edition and Enterprise Edition. Microsoft offers two primary licensing models:

- Client License
    - Licenses each server where SQL Server is installed.
    - Licenses each device connected to the database (Client Access License (CAL)).

      Devices are:
        - Kronos Timekeeper Terminals
        - Workforce Managers
        - Web-based professionals (Workforce Employee)
- Processor License
    - Unlimited number of devices can connect to the database.
    - One processor license for each processor in the server (even if all processors are not running SQL software).

Generally, most customers prefer the flexibility provided by Processor Licensing which allows for changes in business processes and future growth. Most of our customers using SQL Server have also found that the Standard Edition with Processor licensing is most effective for Kronos applications.

2.9.3 CLIENT PCS

Employees and Managers can access Workforce Central using Java based or HTML clients - in this case the Web Browser provides the interface to the Workforce Timekeeper V6.0 application. Both HTML-based and Java-based workstations can access the application, in either secure or non-secure mode. Each Web Client Workstation must have a supported browser installed.

Intel-based Web Client Workstations:

- Microsoft Internet Explorer version 6.0 SP2; Microsoft Internet Explorer version 7.0.
- Mozilla Firefox V2.0+.

For Java-based workstations, the application requires a Java Runtime Environment. JRE 1.5.0_11 is shipped with the system.

Workforce Timekeeper V6.0 requires Cookies to be enabled and Active-X controls must be permitted.

Apple Macintosh-based Web Client Workstations:

- Apple Safari V2.0.4.

Adobe Acrobat 6.0 or greater is required to view reports created by Workforce Central.

NOTE: Not all Operating Systems, Application Server software, web browsers, etc., are supported for all Workforce Central products and features. Please contact your Kronos technical representative for detailed information.

The minimum configuration requirements are:

Component	Recommended Configuration
Operating System	Windows 2003 Server (32-bit) Windows XP Windows Vista Apple Macintosh OSX V10.4.8
CPU	Intel-based Pentium III 1 GHz or greater
RAM	256 MB or greater for Windows 2003 Server or Windows XP 512 MB or greater for Windows Vista
Cache	256KB/L2 recommended
Hard Disk Space	20 MB for Cache
Display	1,024 x 768 with 256 Color recommended 800 x 600 with 256 Colors is supported using scroll bars
Network Protocol	HTTP
Network Bandwidth	LAN Connection: 10/100 Mbps WAN Connection: Fractional T1 or T1-T3

2.9.4 REQUIREMENTS FOR KRONOS GLOBAL SUPPORT ACCESS

Expertcity Desktop Streaming is the remote access method used to support our customers. Desktop Streaming allows Technical Support representatives to remotely identify and solve users' problems as a real time tool. There is no installation required at the customer site. Some of the advantages are screen-sharing, online management, report retrieval, and user interaction.

In addition, the remote access product Symantec pcAnywhere is supported. The modem must support 56K transmission speed to be effective for both the customer and Kronos Global Support.

2.9.5 WORKFORCE CONNECT

Workforce Connect is an easy-to-use, flexible data integration tool that efficiently interfaces Kronos product suites with other critical business applications.

The information in the table below summarizes the PC configurations recommended for use with Workforce Connect v6.0. "Client Only" refers to a PC running Kronos Connect v6.0 without the licensing server installed. "Licensing Server Only" refers to a PC running only the licensing server. "Client & Licensing Server" refers to a PC running both Workforce Connect v6.0 and the licensing server.

Component	Recommended Requirements	
Operating System	Licensing Server Only or Client & Licensing Server Windows 2000 Professional (SP2 Windows 2000 Server (SP2 Windows XP Windows Vista Windows 2003 Server (32-bit) (SP2)	Client Only Windows 2000 Professional (SP2) Windows 2000 Server (SP2 Windows XP Windows Vista Windows 2003 Server (32-bit) (SP2)
CPU	Intel-based Pentium III 1.0 GHz or better	
RAM	256 MB or greater for Windows 2003 Server or Windows XP 512 MB or greater for Windows Vista	
Display	Minimum 800x600; 1024x768 recommended	

2.10 NOTES FOR MODEL 4500 TIMEKEEPER TERMINALS:

2.10.1 TELNET

Kronos 4500 Terminals have built in Telnet capabilities. Telnet is sometimes used by Kronos Global Support for diagnostic purposes when troubleshooting various issues with the Timekeeper Terminals. Due to security concerns, the Timekeeper Terminals are shipped with this feature disabled. You may be requested to enable this feature by Kronos Global Support when diagnosing issues with your Timekeeper Terminal. This will require physical access to the Terminal by personnel with Supervisory Access. Before enabling Telnet, please check with your company's security policies.

2.10.2 FIREWALLS

When network firewalls exist within the communications path between Kronos 4500 terminals and the Data Collection Manager Server, specific TCP ports must be permitted through the firewall. Otherwise, symptoms such as punch collection failures, uncollected biometric enrollments, or general communication failures may occur. The chart below identifies the required ports, and assumes that the Data Collection Manager Server is behind the firewall.

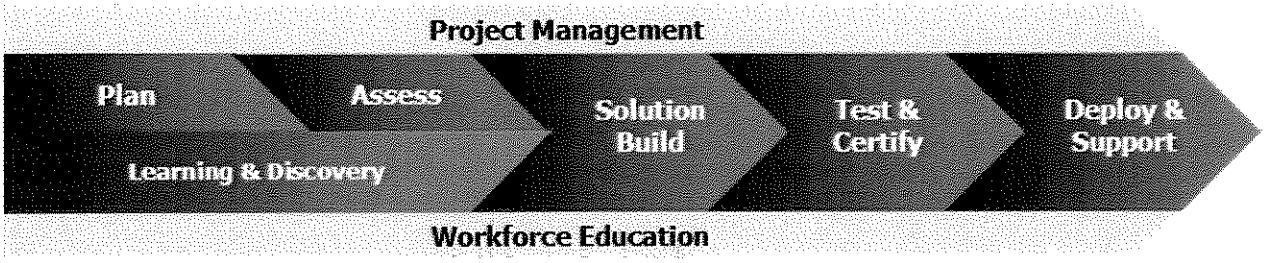
Communication between	Inbound Port	Outbound Port
Data Collection Manager Server to 4500	8888	80
Workforce Central Application Server to 4500 (for Smart Views)	80	
Communication between multiple Data Collection Manager Servers	8888 and 8889	8888 and 8889

If SSL is used, replace port 80 with port 443. In order to use SSL at the Model 4500 Terminal, you must enable SSL using Data Collection Manager (DCM) through port 80. Once SSL has been enabled at the Terminal, port 80 can be removed.

Please note: The above port requirements assume a "stateful" packet inspection firewall is used to permit the return path of the TCP connections. Most firewalls are stateful capable and do not require any further configuration. If your firewall can not maintain stateful TCP connections, all TCP source ports must be allowed to transverse the firewall for each of the destination TCP ports mentioned above, and the return path permissions must be configured manually. TCP source ports are automatically assigned by the device initiating communication and use a port range of 1024 to 65535.

2.11 MOMENTUM™ ESSENTIALS IMPLEMENTATION

Our proven Momentum Essentials™ implementation methodology provides a structured and phased approach. The implementation is performed using a combination of coordinated online and on-site Kronos resources.



Our Workforce Management professionals guide your team through our efficient and proven process by providing assistance during the following project phases:

2.11.1 PLAN

Kronos Essentials project management is provided primarily by a Project Coordinator (KPC), under the direction of a Kronos Project Manager (KPM). The KPC assists the customer to prepare for the implementation, establish project success criteria, and plan the project scope, schedule, and guidelines. Complete Customer readiness for the implementation of all products purchased is the goal of the initial Plan phase of the project. Project management continues for the duration of the project.

Project Support Services – The Customer Project Manager serves as the primary lead role for the implementation. The Kronos Project Manager acts as a **support role to the Customer implementation team and Kronos implementation team**. The Kronos Project Manager will address customer requests related to project templates, developed specifically for the Customer to take ownership of the project management activities. The Kronos Project Manager will be the central point of contact for scheduling Kronos resources, scheduling Customer team training, and managing the submission and execution of change requests.

Kronos Responsibilities	Customer Responsibilities
Kronos Project Manager initiates Project Kickoff Call to review Project Handbook and all elements of the project plan. **Milestone - Customer Readiness.**	Participate in Project Kickoff Call to establish contact. Schedule Kronos Virtual Classroom (KVC) training. Complete Computer Based Tutorials. Arrange for acquisition and setup and of necessary system hardware. Establish Internet connectivity at Server. Arrange for installation and connectivity test of Timekeeper Terminals. **Customer Readiness Milestone** indicates Customer has completed all readiness items as identified,

	understands and accepts the project criteria, scope, schedule, and guidelines. The Customer understands and agrees that any Customer project delays, including those affected by unqualified or unavailable staff, will delay the implementation and may require the purchase of additional services from Kronos. **Sign-off on Customer Readiness Milestone.**

2.11.2 ASSESS

Kronos assists the Customer to ensure all applicable survey, data, and requirements documents for the product(s) are understood and completed.	
Kronos Responsibilities	**Customer Responsibilities**
Review Timekeeper Terminal installation procedures. Set up Customer access to the Online Configuration Survey. Assist in finalizing survey. Review and validate Online Survey results. Confirm installation readiness.	Complete Kronos Virtual Classroom (KVC) training. Complete Computer Based Tutorials. Complete Momentum Online Configuration Survey. Dedicate or make available on an as-needed basis, decision makers to discuss configuration/integration requirements.
Milestone - Configuration Scope.	**The Configuration Scope Milestone** indicates customer understands and has completed all documents required for configuration of the product(s). **Sign-off on Configuration Scope Milestone.**

2.11.3 SOLUTION BUILD, WORKFORCE TIMEKEEPER

Kronos builds the solution according to the Configuration Scope.	
Kronos Responsibilities	**Customer Responsibilities**
Configure Workforce Timekeeper, according to the Configuration Scope. Import Preparation. Clock Setup (if purchased). Backup. Perform Unit Testing. Configure Person Import interface to include the appropriate Workforce Timekeeper person-related data. Person Import interface configuration is exclusive of Accrual Balance and Labor Level Entry import.	Provide access and security to the applicable network and servers. Dedicate or make available on an as-needed basis, appropriate resources during the Solution Build and Unit Testing. Dedicate or make available on an as-needed basis, appropriate IT resources to participate in Clock Setup and System Backup. Provide appropriate Customer and Third Party software vendor resources and system access during the configuration of the Person Import interface.

2.11.4 TEST & CERTIFY

Kronos supports Customer project team testing to the Configuration Scope, resolves all critical open issues, and plans deployment.	
Kronos Responsibilities	**Customer Responsibilities**
Support Customer testing. Verify product(s) is configured as per the Online Configuration Survey. Verify communication and integration capability of	Create Test Plan Dedicate or make available on an as-needed basis, appropriate resources to test the product(s), ensuring representatives from all affected user communities

product(s). Make configuration changes as requested. Verify configuration changes. Review of Go-Live Procedures. **Milestone - System Certification.**	participate in the test. Coordinate testing with other vendors, if applicable. Document any request for changes. Test any changes requested. System Certification Milestone indicates the Kronos product(s) has been installed and configured in compliance with the Configuration Scope documents. **Sign-off on System Certification Milestone.**

2.11.5 DEPLOY & SUPPORT

Kronos helps the customer transition from a project oriented, pre-production environment to a successful and live production operation supported by Kronos Global Support.	
Kronos Responsibilities	**Customer Responsibilities**
Kronos personnel are available via telephone for switch to production system (if applicable) and Go-Live. Make any necessary configuration changes per approved change order(s). Verify configuration changes. **Milestone - Production & Support.**	Dedicate or make available on an as-needed basis, appropriate resources to be responsible for switch to production system (if applicable) and Go-Live. Review data for accuracy, if applicable. **The Production & Support Milestone** indicates the Kronos product(s) included in a project phase has been successfully moved into a production environment and is working according to the Configuration Scope. The implementation project for the applicable product(s) is considered complete and the customer has been transitioned to Kronos Global Support. **Sign-off on Production & Support Milestone.**

2.12 ENGAGEMENT GUIDELINES

For information related to Kronos' Engagement Guidelines, please point your browser to:

http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm

For information related to Kronos' Support Policies, please point your browser to:

http://www.kronos.com/Support/SupportServicesPolicies.htm

KRONOS

Order Form

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Telephone: 1-978-250-9800

Quote# **150981 - 2**
Date: 31-JUL-2008

Payment Terms N30
Customer PO Number

Bill To Attn:Accounts Payable
OAK PARK AND RIVER FOREST HS DIST 200
201 NORTH SCOVILLE AVE
OAK PARK
IL 60302
United States

FOB Shipping Point
Freight Term Prepay & Add
Ship Method Ground

Sales Representative Sokol, Max
Order Type Standard US

Ship To Attn:ROBERT ZUMMALLEN
OAK PARK AND RIVER FOREST HS DIST 200
201 NORTH SCOVILLE AVE
OAK PARK
IL 60302
United States

License Contact Robert Zummallen
License Email RZummallen@oprfhs.org

Contact Information:

Robert Zummallen
708-434-3198
RZummallen@oprfhs.org
Customer # 6088876

Line	Product	Product Description	Payment Terms	Units	Qty	License Capacity /Billing Role	Unit Price Selling (USD)	Total Price Selling (USD)
1.2	**8800079-000**	WORKFORCE TIMEKEEPER V6	N30	EA	1	250	4,871.00	4,871.00
1.2.1	**GOLD-WFC-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		974.00	974.00
1.3	**8800082-000**	WORKFORCE MANAGER V6	N30	EA	1	20	1,000.00	1,000.00
1.3.1	**GOLD-WFC-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		200.00	200.00
1.4	**8800080-000**	WORKFORCE ACCRUALS V6	N30	EA	1	250	2,375.00	2,375.00
1.4.1	**GOLD-WFC-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		475.00	475.00
1.5	**8800081-000**	WORKFORCE EMPLOYEE V6	N30	EA	1	250	1,125.00	1,125.00
1.5.1	**GOLD-WFC-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		225.00	225.00
1.7	**8100001-001**	ESD SW KIT,WFC SUITE V6.0	N30	EA	1		0.00	0.00
2.2	**8800088-000**	WORKFORCE CONNECT V6,PRIMARY,EMPLOYEE	N30	EA	1	250	500.00	500.00
2.2.1	**GOLD-OTHER-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		100.00	100.00
2.3	**8800089-000**	WORKFORCE CONNECT V6,PRIMARY,I/F	N30	EA	1	1	0.00	0.00
2.3.1	**GOLD-OTHER-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		0.00	0.00

Line	Product	Product Description	Payment Terms	Units	Qty	License Capacity /Billing Role	Unit Price Selling (USD)	Total Price Selling (USD)
2.4	**8800090-000**	WORKFORCE CONNECT V6,ADDITIONAL,EMPLOYEE	N30	EA	1	250	500.00	500.00
2.4.1	**GOLD-OTHER-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		100.00	100.00
2.5	**8800091-000**	WORKFORCE CONNECT V6,ADDITIONAL,I/F	N30	EA	1	1	0.00	0.00
2.5.1	**GOLD-OTHER-EDS**	Gold Support Service **Duration:** 1 YR	N30	CON	1		0.00	0.00
2.7	**8100002-001**	ESD SW KIT,WF CONNECT V6.0	N30	EA	1		0.00	0.00
3.0	**8602800-501**	4500,FULL,NUM,B/C,EXP MEMORY	N30	EA	1		1,695.00	1,695.00
3.0.1	**DEPOTEX-4000**	Depot Exchange Support Service **Duration:** 1 YR	N30	CON	1		260.00	260.00
4.0	**8602801-001**	TOUCH ID FVM,ROHS	N30	EA	1		400.00	400.00
4.0.1	**DEPOTEX-OPT**	Depot Exchange Support Service **Duration:** 1 YR	N30	CON	1		80.00	80.00
5.0	**9990004-ONL**	MOMENTUM ONLINE TIME ESSENTIALS		HR	14	Project Manager	165.00	2,310.00
6.0	**9990004-ONL**	MOMENTUM ONLINE TIME ESSENTIALS		HR	97	Application Consultant	165.00	16,005.00
7.0	**9990002-ONL**	MOMENTUM ONLINE REMOTE TEAM		HR	40	Application Consultant	165.00	6,600.00
8.0	**BAYG-ILT**	Bill-As-You-Go Instructor Lead Training	N30	PTS	2725		0.70	1,907.50
9.0	**8602748-001**	KNOWLEDGE PASS	N30	EA	1	250	0.00	0.00
9.0.1	**ED-SUBSCRIPTION**	Ed Services Subscription **Duration:** 1 YR	N30	CON	1	250	1,250.00	1,250.00

Subtotal	42,952.50
Tax	0.00
Deposit	0.00
Total Less Deposit (USD)	42,952.50

OAK PARK AND RIVER FOREST HS DIST 200

Signature : _____

Name : _____

Title : _____

Effective Date : _____

Kronos Incorporated

Signature : _____

Name : _____

Title : _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE.

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT Rev KR-100107

Customer and Kronos agree that the terms and conditions set forth: i) in Section A of this Agreement apply to all Equipment and Software specified on a Kronos order form (the "Order Form"); ii) in Section B apply to all Software, firmware (contained in or downloaded to the Equipment), and Training Materials specified on the Order Form; iii) in Section C apply to all Professional Services, if any, specified on the Order Form; iv) in Section D apply to all Software Support Services, if any, and the Kronos KnowledgePass Education Subscription, if any, specified on the Order Form; and v) in Section E of the Agreement apply to all items specified on the Order Form and supplement the terms of Sections A through D. For purposes of this Agreement, the term "Customer" shall include Customer's parent company as well as Customer's wholly owned subsidiaries, if any.

SECTION A. TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT AND SOFTWARE ONLY

1. PAYMENT AND DELIVERY

Payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery").

2. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos therefor. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

3. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment, (or parts thereof) or Software media in the event of:

(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

(b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or

(c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

If Customer is licensing Workforce Payroll Software the following additional warranty exclusions shall apply: i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using the Software, (ii) using the Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or the Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using the Software and satisfy itself that those calculations are correct.

4. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of U.S. patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order.

SECTION B. LICENSE TERMS APPLICABLE TO SOFTWARE (INCLUDING SOFTWARE DOCUMENTATION), FIRMWARE AND TRAINING MATERIALS ONLY

GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including

United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement, including those set forth below:

(a) FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number, and/or the number of terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

(b) OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code.

(c) PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only. All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

(d) UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

(e) ISERIES SOFTWARE

If Customer is licensing Kronos iSeries Central Software, the following additional terms shall apply: Upon Customer's request and full payment of all license fees, Kronos shall license to Customer, for Customer's internal use only, the source code for the Kronos iSeries Central application programs licensed to Customer under this license. All of the terms and conditions specified in this Agreement for object code shall also apply to the source code. Customer acknowledges and agrees that the Software, all source code, object code and algorithms relating thereto, all user interface screens generated by the Software and source code, and all copyright, trade secret and other proprietary rights therein, are and shall remain the sole and exclusive property of Kronos. Customer agrees that it shall not disclose or otherwise make the Software available to third parties unless and to the extent such disclosure is necessary for Customer's permitted use of the Software. Furthermore, Customer must obtain Kronos' written consent to any such disclosure and any such third party must agree in writing to be bound by the terms contained herein.

(f) MICROSOFT SQL SERVER SOFTWARE

If Customer is sublicensing Microsoft SQL Server software, the following additional terms shall apply: The Microsoft SQL Server software being sublicensed hereunder ("SQL") as part of the Kronos Software is "Runtime-Restricted Use" software; as such, SQL may only be used to run the Software. SQL may not be used either (i) to develop and/or (ii) in conjunction with, new applications, databases or tables other than those contained in the Software. The foregoing, however, does not prohibit Customer from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench, which is part of the Software to configure or extend such Software. Notwithstanding any provision of this Agreement, Customer may only transfer SQL as part of the Software. Customer also agrees to use the Microsoft SQL Server software only on the servers, processors or other electronic devices which the Software is permitted to be connected.

(g) RESTRICTED RIGHTS

Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA 01824.

(h) TRAINING MATERIALS

If Customer is licensing Training Materials and/or purchasing the Kronos Train-the-Trainer (KTTT) Program (the "Certification Program"), the following additional terms shall apply: "Training Materials" shall mean the instructor guide(s), student guide(s), job aids, recorded executable files, and/or tutorials developed by Kronos for one or more Kronos products. Kronos grants to Customer a non-exclusive, nontransferable license to use the Training Materials. Customer recognizes and agrees that: i) the Training Materials constitute confidential and proprietary information of Kronos; ii) the Training Materials are copyrighted by Kronos; iii) the license to use the Training Materials is limited, based upon the amount of the license fee paid by Customer; iv) Customer may not copy or reproduce the Training Materials in excess of the number of copies permitted by the applicable license fee; v) Customer may not transmit, distribute or disclose the Training Materials to any third party, unless agreed to in writing by Kronos; vi) Customer's license to use the Training Materials is granted solely for the purpose of permitting Customer to train Customer'

s employees and no other use of the Training Materials is permitted; and vii) Customer may not edit, modify, revise, amend, change, alter, customize or vary the Training Materials in any manner without the written consent of Kronos. Certification under the Certification Program is valid for two (2) years after successful completion of the Certification Program, applies only to the point release of the Software for which the Certification Program is taken, and covers only the Customer employee who completes the Certification Program.

(i) FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. Kronos shall have the right to audit Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If such audit reveals that Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware at Kronos' then-current per event charge for such firmware.

SECTION C. TERMS AND CONDITIONS APPLICABLE TO PROFESSIONAL SERVICES AND EDUCATIONAL SERVICES ONLY

1. ESTIMATED PROFESSIONAL AND EDUCATIONAL SERVICES RESOURCES AND HOURS

Customer recognizes and agrees that the Kronos professional and educational services resources ("PS Resources") identified and the hours defined within any Professional Services Estimate ("PSE"), or similar statement of work document that may be provided by Kronos, have been estimated based upon: (i) the preliminary information provided by Customer; and, (ii) Customer fulfilling its obligations as defined in the PSE or similar statement of work document. Additional PS Resources and/or hours may be required to complete the implementation as a result of newly discovered information, Customer's delay in fulfilling its obligations, or a change in the scope of the project. Kronos will review with Customer the PS Resources and the number of hours Kronos anticipates will be required for the completion of the work after assessment of Customer's requirements. Kronos will monitor the PS Resources and hours used as the work progresses, and will advise Customer through a change order if more are required. The applicable rate for each PS Resource is set forth in the PSE and/or the Order Form and shall remain in effect for 12 months from the effective date of the PSE or similar statement of work document. Pricing for professional services associated with the implementation of add-on Software licensed subsequent to an initial PSE will be priced at the then-current Kronos professional service rates.

2. EDUCATIONAL SERVICES/TRAINING POINTS

Customer agrees to purchase the quantity of Kronos "training points" indicated on the Order Form at the rate quoted (the "Training Points"). Purchased Training Points may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at http://customer.Kronos.com and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services.

3. PROFESSIONAL SERVICES AND EDUCATIONAL SERVICES PAYMENT

Kronos will invoice Customer for professional services at the PS Resource rates and on the payment terms identified in the PSE and/or the Order Form. Kronos will invoice Customer for the Training Points identified in the Order Form on the payment terms indicated therein.

4. TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Kronos' Travel and Expense Policies. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with Kronos' Travel and Expense Policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

5. WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 90 days of completion of the Services, the Customer's sole remedy and Kronos' exclusive liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

6. KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable PSE and may be accessed at: http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

SECTION D. TERMS AND CONDITIONS APPLICABLE TO SOFTWARE SUPPORT SERVICES ONLY

1. SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (see Section 12 below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment under a separate agreement.

2. TERM OF SOFTWARE SUPPORT

Support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service shall automatically renew for

additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing thirty (30) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with thirty (30) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

3. GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

(a) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Service Packs, Point Releases and/or Major Releases (including legislative updates, if available) or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos ' then-current time and materials rate.

(b) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.

(c) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at http://www.kronos.com/Support/Maintenance.htm.

(d) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(e) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

4. ADDITIONAL PLATINUM AND PLUS SERVICE OFFERINGS:

(a) Platinum: In addition to the Service Offerings specified in Section D.3 above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

(b) Plus option: In addition to the Service Offerings specified in Section D.3 above, and if applicable for Platinum support customers, those set forth in Section D.4(a) above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the Kronos Technical Account Manager, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be charged to Customer at Kronos' then-current rate.

5. PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

6. ADDITION OF SOFTWARE

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms.

7. RESPONSIBILITIES OF CUSTOMER

Customer agrees (a) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (b) to maintain and operate the Software in an environment and according to procedures which conform to Kronos' specifications; and (c) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not used by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

8. DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

9. WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

10. LIMITATION OF REMEDIES

Except as provided in Section D.8 above, Customer's exclusive remedy, and the sole liability of Kronos, for any breach of the support service warranty specified above, shall be repeat performance of any support service required under this Agreement. Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its support service employees.

11. KNOWLEDGEPASS EDUCATION SUBSCRIPTION: The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is only available to customers who are licensing Kronos' Workforce Central Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

i. 3-minute How To's;
ii. Tutorials and Guided Practice;
iii. Job Aids in *pdf form; and
iv. Lunch and Learn information webinars.

The content of these offerings are subject to change by Kronos without notice. Customer may access the KnowledgePass Education Subscription through the Kronos customer web site>>Education>>KnowledgePass.

(b) Term of Subscription: The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

(c) Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

(d) Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos.

12. KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: http://www.kronos.com/Support/SupportServicesPolicies.htm ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

SECTION E. TERMS AND CONDITIONS APPLICABLE TO ALL ORDERED ITEMS AND SERVICES

1. APPLICABILITY

The terms of this Section E supplement the terms of Sections A through D above and apply to all items specified on the Order Form.

2. APPROVAL

All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts.

3. TAXES AND OVERDUE AMOUNTS

Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Customer agrees to pay a late charge of one percent (1%) per month, (but not in excess of the rate allowed by law), on any overdue amounts not the subject of a good faith dispute. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection.

4. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR KRONOS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION A.4 ABOVE, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES' AFFILIATES' OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY

OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

5. FUTURE PURCHASES

For two (2) years following the execution of this Agreement Customer may order additional Equipment, Software and Services under the terms and conditions hereof (subject to then applicable pricing) by placing an order which expressly references these terms. Thereafter, the terms and conditions of this Agreement may be renewed for additional one year periods upon the mutual agreement of the parties. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the Equipment, Software and/or Services ordered.

6. CONFIDENTIAL INFORMATION

Confidential Information means any information of one party that is clearly marked as "confidential" and that is disclosed to the other party pursuant to this Agreement. Additionally, the terms, conditions and pricing contained in this Agreement and the Order Form, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the disclosing party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure. Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists.

7. GENERAL

(a) This Agreement shall be governed by Massachusetts law.
(b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
(c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
(d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
(e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.
(f) Customer understands that any export of the Equipment or Software or related documentation or information may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Software.
(g) No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.
(h) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
(i) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

DATED:_____

BY:_____

NAME:_____

TITLE: _____

DEPOT EXCHANGE SUPPORT AGREEMENT Rev KR-040405

Kronos and Customer hereby agree that Kronos shall provide Depot Exchange Support Services under the following terms and conditions for Customer's Kronos Product(s).

1. TERM

This Agreement has a term of one (1) year commencing upon the expiration of any applicable warranty period, as specified in the Sales, Software License and Services Agreement. The Agreement will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew.

2. PAYMENT

Customer agrees to pay the Depot Exchange Support Charges set forth on the Order Form for each Equipment listed ("Product(s)"). Customer agrees that all such Products owned by the Customer will be subject to this Agreement. Customer agrees that if Customer purchases, during the term of this Agreement, any Products beyond those specified on the Order Form, such additional Products shall be subject to this Agreement. Customer agrees to pay a prorated fee for such additional Products and agrees to pay the full annual fee for such additional Products, upon the renewal date.

Kronos will invoice Customer for the annual Depot Exchange support charges each year in advance of the Renewal Date. Customer will pay Kronos within thirty (30) days of receipt of invoice. In addition to Depot Exchange support charges, Customer agrees to pay all taxes, however designated, on this Agreement, and on services rendered, including state and local taxes or excise taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based upon net income. Customer will pay a late charge of one percent (1%) per month of any overdue amounts, but not in excess of the rate allowed by law.

Kronos may change the Depot Exchange support charges effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification. For the initial two (2) renewal years the annual Depot Exchange support fee, for the same products, will not increase by more than 4% over the prior year's annual support fee.

3. DEPOT EXCHANGE SUPPORT SERVICE

Upon the failure of an installed Product, Customer shall notify Kronos' Global Support organization at 1-800-394-4357 of such failure. Global Support will provide remote fault isolation and attempt to resolve the problem. Those failures determined by Global Support to be Product related shall be dispatched to the Depot Repair Center by Global Support. Hours of operation for the Depot Repair Center are Monday through Friday 8:00 A.M. to 5:00 P.M. EST, excluding Kronos holidays. Kronos will provide a replacement for the failed Product on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Product will be shipped the same day, for next business day delivery to Customer, if such request is received prior to 3:30 P.M., EST. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Product is to be shipped, and any special shipping or insurance instructions. All shipments will include a Return Shipping Label designating Kronos Depot, 300 Billerica Road, Chelmsford, Massachusetts 01824, as the recipient. Customer agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Equipment and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Customer.

Customer, upon receipt of the replacement Product from Kronos, shall package the defective Product in the materials provided by Kronos, with the return label supplied. Failed Product not received by Kronos within ten (10) calendar days shall be billed to the Customer at the prevailing Kronos List Price. All returned Product becomes the property of Kronos. Failed Product returned between calendar days eleven (11) through thirty (30) will be subject to an additional $150 processing fee. Kronos will not accept Product after thirty (30) days, and Customer shall not be issued any credit for any attempted return.

4. DEPOT EXCHANGE SUPPORT EXCLUSIONS

Depot Exchange Support service does not include, and Customer agrees to pay on a time and materials basis for, repair of damages resulting from:

(a) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God;

(b) Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power;

(c) Customer's improper use, relocation, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' specifications;

(d) Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos; or

(e) Customer shall be charged Kronos' then-current time and materials rate for the installation of any Software or firmware upgrades, if available, and if requested by Customer. If such Software or firmware upgrades are available on Kronos' Customer web site, Customer may download such Software or firmware upgrades for no additional charge.

5. RESPONSIBILITIES OF CUSTOMER

Customer agrees to:
(a) Maintain the Products in an environment conforming to Kronos' established specifications for such Products;

(b) Deinstall all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines; and

(c) Ensure that the Product(s) are returned to Kronos properly packaged.

6. DELIVERY

All Products shall be delivered to Customer FOB shipping point. Title to and risk of loss for the Products shall pass to Customer upon delivery to the carrier by Kronos. All shipments to Kronos shall be made "freight prepaid" using the Return Shipping Label and shipping instructions as specified by Kronos. Kronos will select the carrier to be utilized under the program.

7. WARRANTY

Kronos warrants that all repairs performed under this Agreement shall be performed in a professional and competent manner.

ALL OTHER WARRANTIES FOR THE REPAIR SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

8. DEFAULT

Kronos reserves the right to terminate or suspend support service in the event Customer is in default under this or any other Agreement with Kronos, and such default is not corrected within fifteen (15) business days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

9. LIMITATION OF REMEDIES

The exclusive remedy of Customer and sole liability of Kronos shall be replacement of the repaired Product.

IN NO EVENT SHALL KRONOS OR ITS SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

10. GENERAL

(a) This Agreement shall be governed by Massachusetts law.
(b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
(c) Neither party shall assign this Agreement without the prior written consent of the other and any purported assignment, without such consent, shall be void; provided however, that Kronos may assign this Agreement to its parent, affiliate or subsidiary without such written consent.
(d) Kronos shall not be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Kronos agrees to use its commercially reasonable efforts to minimize the effects of such failures or delays.
(e) All notices which must be given under this Agreement shall be in writing and sent First Class regular or certified mail, postage pre-paid, to the Kronos address on the Order Form, to the attention of the Director of Corporate Customer Service, or if to Customer, to _____ at the billing address on the Order Form.
(f) No action, regardless of form, may be brought by either party more than two years after the cause of action has arisen.
(g) This Agreement supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.

_____
CUSTOMER SIGNATURE

_____
DATE

Oak Park River Forest School District 200
Skyward Software Proposal
Proposal # 08-1929tk
June 30, 2008

Oak Park, IL

PaC Finance Systems - 1 Building

Point and Click (PaC™) Version

Software Description	*One-Time Investment*	*Services*	*Annual License Fees*	*Total*
Financials				
Skyward Time Tracking Interface	$ 5,000.00	$ 1,210.00	$ 1,650.00	$ 7,860.00
Project Management	-	250.00	-	250.00
Sub-Total - Skyward Software :	***$ 5,000.00***	***$ 1,460.00***	***$ 1,650.00***	***$ 8,110.00***
Total PaC Finance Systems™ Investment: [2]				***$ 8,110.00***

[1] *A/P checks, payroll checks, W-2 forms and 1099 forms can only be printed using supported laser printers. Dot-matrix printers are not supported. Skyward software requires client access to run Microsoft products Excel and Word.*

Skyward requires SSL (Secure Socket Layer) to be used with all Skyward web-based applications. SSL encrypts data that is transmitted from the Web server to the Client browser. Skyward's IT Services department can sell and install this product.

***Nelco** is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact your customer service representative, Andy Thompson, at 1-800-266-4669.*

***American** has worked with Skyward for over 14 years and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Food Service, Fixed Assets, and TrueTime software. All items have been completely tested by Skyward and are in use by other Skyward customers nationwide.*

American - Contact: Dan Hoerl "American, your one-stop source for your Skyward needs"
12782 Florida Lane
Apple Valley, MN 55124
(952) 953-0359 - Direct Line
(612) 860-8960 - Cell Phone
(877) 436-4657 - Toll Free Order Line
(877) 466-7257 - Toll Free Fax Line
www.americanbus.com/aces/ user name: AM1 password: Sky

Skyward Software Installation and Training

Software Training Includes:	Classroom and On-Site Software Training			
	Max. Number of People Attending	*Total Class Days at Skyward*	*Class Breakdown*	*On-Site Days*
Skyward Time Tracking Interface	10	-	-	1

Skyward on-site training policy:
A maximum of 10 people may attend each on-site day unless otherwise noted in the training grid. Should more people participate in the training over the numbers stated, the school district will be charged an additional $100 for each person if those people actively participate in the class. If there are additional people and they observe but do not participate, they will not be charged this extra fee.

Skyward Software Overview

Skyward Time Tracking Interface
* Interfaces with Certified Skyward Partners.
* Imports totals on hourly employees for payroll processing.

Skyward Annual License Fee Information

Annual License Fees Include:
* Two (2) product updates yearly
* User Group directed state reports
* Unlimited 800 customer service PaC software support
* Localized training sessions
* Quarterly corporate newsletter

Payment Options

Skyward puts our customers and education first! We realize that the funding for necessary technology implementation isn't always there when YOU need it, so Skyward offers various payment options. Your Skyward Account Representative can provide you with more details.

Terms and Conditions

* See attached Terms and Conditions page for further information.
The Terms and Conditions page must be executed by an authorized District representative.

All proposals are valid for 30 days from date of proposal.

This information is distributed exclusively by Skyward, Inc. It is to be used by the Oak Park River Forest School District 200 administrative staff only. Any copying or distributing of the proposal, or any part of the proposal, to sources outside the Oak Park River Forest School District 200 is prohibited without written consent which shall not unreasonably be withheld, of Skyward, Inc.

Software

Classroom Training: Skyward classroom training shown in this proposal is calculated on the basis that up to 3 people may attend each class (with initial software purchase). Classroom training is to be provided at the Skyward Branch Office. Skyward reserves the right to cancel due to low enrollment. Additional training may be purchased at the then current price (currently $275) per person, per class day.

On-site Training: On-site training is based on the school district having training facilities available. Additional on-site training may be purchased at the then current rate (currently $850 per day plus expenses). Up to 10 people, per instructor, may attend the on-site training. One day of training consists of 6 hours on-site.

Skyward on-site training policy:
A maximum of 10 people may attend each on-site day unless otherwise noted in the training grid. Should more people participate in the training over the numbers stated, the school district will be charged an additional $100 for each person if those people actively participate in the class. If there are additional people and they observe but do not participate, they will not be charged this extra fee.

Cancellation of Training Days: The customer must cancel 24 hours in advance of scheduled training.
If the training is not cancelled according to this policy the district will be billed for the scheduled classroom or on-site training.

Expiration of Training Days: The customer may utilize Classroom and On-Site training days, included with the purchase of Skyward software, for a period of up to twelve (12) months. The twelve-month period will commence upon implementation of each respective software module. Training days not utilized within the twelve-month period will expire and are non-refundable.

Skyward software systems will be installed by Customer Service Representatives. Schools running on an existing network installed by any other than Skyward must have their technical support person at the site to provide any assistance during the software loading. If no one is available, Skyward will bill the district at the then current rate.

Skyward PaC software only supports printers with drivers written by Microsoft™. Third party drivers, other than Microsoft™, may not be supported. Skyward software uses Microsoft Word and Excel for exports and form letters within the software. It is the school Districts responsibility to have a licensed copy for each user that will use these features.

Third Party Software and Hardware

Third party software and hardware proposals are for informational purposes only. Third party software and hardware prices should be verified by Customer prior to ordering software and hardware.

This proposal is being presented without a Technology Analysis from our Networking Engineers. Data gathered for this proposal was provided by your school district to Skyward. Any additional required services or hardware will be billed at our normal rates. To ensure accuracy we recommend a Skyward Technology Analysis be initiated prior to ordering.

In the event Skyward provides any third party software and/or hardware as part of this Agreement (i.e. Skyward procures, assembles, delivers and/or installs such software and hardware, or provides training), Customer agrees that it shall benefit by and be bound by any and all warranties, warranty limitations, license agreements, and any other rights and obligations provided by the third party software and/or hardware supplier to the purchasers and users of its products, whether provided in written or electronic format. Skyward will provide additional information on the manufacturers coverage and options upon request.

Skyward does not provide any warranties for third party software and hardware.

Payment Terms:

1. **Skyward One-Time Investment Fee:**
   30% Non-refundable payment due upon execution of Software Agreement, Terms and Conditions or Acceptance of Proposal.
   70% Payment due upon installation of software onto Customer's system or access to Skyward data through ASP.
2. **Scheduling of installation**
   Installation of purchased software must occur within 12 months of the date Skyward receives PO. Payments made to Skyward (30% of One-Time) for uninstalled software will be converted to Technical Support Hours after this time. Purchases subsequent to this conversion will be quoted at the then-current price.
3. **Professional Services**
   a. Installation and Training Services – Payment for all training and installation services upon installation of any Skyward programs onto Customer's system.
   b. Project Management – Payment due upon execution of Software Agreement and/or Terms and Conditions.
   c. Technical Support Hours – Technical Support Hours must be used within 24 months of purchase. Unused hours will be cancelled and are not refundable. Payment due upon execution of Software Agreement and/or Terms and Conditions.
   d. Conversion Fees – Payment due upon loading of converted data onto Customer's system.
   e. Hardware Implementation – Payment due upon completion of hardware installation.
4. **Annual License Fees**

   All Annual License Fees will be prorated from the installation date.
   Subsequent years Annual License Fees will be billed on a June 30 fiscal year basis at the current rate and are due July 1.

   In the event that your district would prefer the following Annual License Fee payment selection, please initial the area below:

   ____ All Annual License Fees will be billed in full for the current fiscal year. The portion of the ALF paid before the installation date will be automatically converted into Technical Support Hours. Subsequent years Annual License Fees will be billed on June 30 fiscal year basis at the current rate and are due July 1.
   Customers choosing to use a leasing or finance company must choose this option.

5. **Third Party Software and Hardware** – Payment due upon delivery.

Customer agrees to the terms and conditions listed above and set forth in the Proposal(s).

5.27.08

Customer Signature *Printed Name* *Date*

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

TO: Board of Education

FROM: Jack Lanenga

DATE: August 21, 2008

RE: Energy Savings Analysis

BACKGROUND

No report at this time.

SUMMARY OF FINDINGS

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

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: August 21, 2008

RE: Resolution to Establish Tort Liability Fund and to Transfer Initial Fund Balance

BACKGROUND

Recent amendments to the Illinois Program Accounting Manual (IPAM) require Illinois school districts to make certain changes to the account code structure and to segregate certain funds in a different manner. The Board of Education Finance Committee reviewed these changes at its June 17, 2008 meeting.

SUMMARY OF FINDINGS

The Board of Education is required to pass a resolution to establish the new Tort Liability Fund as a separate Fund from the General Educational Fund and to approve the transfer of the fund balance to the new Tort Liability Fund. This resolution needs to be approved by the Board of Education before the fiscal year 2008 – 2009 budget is approved. The stated dollar amount of $1,650,402 is the un-audited fund balance of the current Tort Fund and the resolution allows the administration to adjust the transfer, if necessary, after the fiscal 2008 audit is final.

RECOMMENDATIONS

Administration recommends that the Board of Education approve the Resolution of the Board of Education Establishing the Tort Liability Fund and Transferring Funds to Establish an Initial Balance in the Fund at its August Board of Education Meeting.

RESOLUTION OF THE BOARD OF EDUCATION ESTABLISHING THE TORT LIABILITY FUND AND TRANSFERRING FUNDS TO ESTABLISH AN INITIAL BALANCE IN THE FUND

WHEREAS, recent amendments to the Illinois Program Accounting Manual (the "IPAM") require changes in how Illinois school districts document the funding of, accounting for, and expenditures from the Tort Liability Fund; and

WHEREAS, the Board of Education of Oak Park and River Forest High School District No. 200 desires to remain in compliance with generally accepted accounting principles and those requirements set forth in the IPAM.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Oak Park and River Forest High School District No. 200, Cook County, Illinois, as follows:

Section 1. That the Board of Education hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does hereby incorporate them into this Resolution by reference.

Section 2. That the Administration and the School Treasurer are authorized and directed to establish a Tort Liability Fund effective as of July 1, 2008 and to make a permanent transfer in the amount of $1,650,402 from the School District's General Educational Fund to its newly created Tort Liability Fund in the amount of $1,650,402, effective as of July 1, 2008, to provide monies with which to meet those expenses properly made from the Tort Liability Fund. Further, such Fund Transfer amount may be amended as reflected in the total audited fund balance at June 30, 2008.

Section 3. The School Treasurer is further authorized to deposit all revenues from the Tort levy received subsequent to July 1, 2008 in to the Tort Liability Fund.

Section 4. All other motions or resolutions or parts of motions or resolutions in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect immediately and forthwith upon its passage.

Section 5. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any other sections, paragraphs, clauses, or provisions of this Resolution.

Section 6. This Resolution shall be in force and effect upon its adoption.

AYES: _____

_____

NAYS: _____

_____

ABSENT: _____

Dated this _____ day of _____, 2008.

_____
President, Board of Education

ATTEST:

_____
Secretary, Board of Education

Oak Park and River Forest High School
District 200

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

TO: Board of Education

FROM: Cheryl Witham

DATE: August 21, 2008

RE: Financial Reports

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 the May, 2008 financial information.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

The May, 2008 Financial Reports, will be presented to the Board of Education for approval at the August 28, 2008, Board of Education meeting.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
May 2008

Education Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Property Taxes	44,357,020	44,239,845	99.7%	43,789,918	42,878,222	97.9%	
Other Local Sources	3,446,615	1,593,412	46.2%	2,531,689	2,437,556	96.3%	1
State Sources	3,684,954	2,311,160	62.7%	2,774,533	2,370,079	85.4%	
Federal Sources	1,089,708	931,212	85.5%	1,258,427	1,150,442	91.4%	
Transfers/Other	-	-	N/A	-	-	N/A	
	52,578,297	49,075,629	93.3%	50,354,567	48,836,299.00	97.0%	
Expenditures							
General Instruction	19,754,658	15,650,564	79.2%	21,210,110	15,682,834	73.9%	
Special Education	6,879,210	5,425,198	78.9%	7,945,938	5,716,036	71.9%	
Adult Education	23,600	10,175	43.1%	19,500	6,000	30.8%	
Vocational Programs	199,320	169,690	85.1%	290,570	207,173	71.3%	
Interscholastic Programs	1,711,227	1,446,133	84.5%	1,917,799	1,524,361	79.5%	
Summer School	301,441	161,582	53.6%	334,383	180,608	54.0%	
Other Instructional	255,619	189,902	74.3%	260,823	222,204	85.2%	
Support Srvs. - Pupil	5,798,342	4,505,982	77.7%	6,626,056	4,421,634	66.7%	
Support Srvs. - Admin.	5,671,999	4,806,637	84.7%	5,334,396	3,865,805	72.5%	
Transfers	-	-	N/A	-	-	N/A	
	40,595,416	32,365,863	79.7%	43,939,575	31,826,655	72.4%	
Change in Fund Balance	11,982,881	16,709,766		6,414,992	17,009,644		
Beginning Balance	23,690,403	23,690,403		35,673,284	35,673,284		
Ending Balance	35,673,284	40,400,169		42,088,276	52,682,928		

1. Increase from the prior year due to the District investing its own funds with PMA. This has led to greater returns in the form of interest income.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
May 2008

Tort Immunity Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Property Taxes	1,080,371	1,077,673	99.8%	1,121,808	1,098,210	97.9%	
Other Local Sources	75,800	32,803	43.3%	18,180	37,356	205.5%	1
	1,156,171	1,110,476	96.0%	1,139,988	1,135,566	99.6%	
Expenditures							
General Instruction	1,619	1,619	100.0%	32,592	25,313	77.7%	
Interscholastic Programs	17,409	17,409	100.0%	95,226	97,649	102.5%	
Support Srvs. - Pupil	19,843	19,763	99.6%	61,540	57,489	93.4%	
Support Srvs. - Admin.	650,170	623,483	95.9%	619,312	575,801	93.0%	
	689,041	662,274	96.1%	808,670	756,252	93.5%	
Change in Fund Balance	467,130	448,202		331,318	379,314		
Beginning Balance	851,954	851,954		1,319,084	1,319,084		
Ending Balance	1,319,084	1,300,156		1,650,402	1,698,398		

1. Increase from the prior year due to the District investing its own funds with PMA. This has led to greater returns in the form of interest income.

Bookstore Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Other Local Sources	845,801	731,574	86.5%	908,836	731,316	80.5%	
	845,801	731,574	86.5%	908,836	731,316	80.5%	
Expenditures							
Support Srvs. - Admin.	837,364	818,016	97.7%	909,228	834,085	91.7%	1
	837,364	818,016	97.7%	909,228	834,085	91.7%	
Change in Fund Balance	8,437	(86,442)		(392)	(102,769)		
Beginning Balance	777,954	777,954		786,391	786,391		
Ending Balance	786,391	691,512		785,999	683,622		

1. Several textbooks were purchased through the state textbook loan program and thus did not need to be purchased with District funds.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
May 2008

Cafeteria Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Other Local Sources	1,436,243	1,399,365	97.4%	2,032,248	1,793,764	88.3%	1
State Sources	11,044	9,629	87.2%	10,945	7,659	70.0%	
Federal Sources	211,788	182,073	86.0%	207,962	174,153	83.7%	
	1,659,075	1,591,067	95.9%	2,251,155	1,975,576	87.8%	
Expenditures							
Support Srvs. - Admin.	1,663,750	1,455,777	87.5%	2,309,350	2,005,366	86.8%	1
Construction	-	-	N/A	-	-	N/A	
	1,663,750	1,455,777	87.5%	2,309,350	2,005,366	86.8%	
Change in Fund Balance	(4,675)	135,290		(58,195)	(29,790)		
Beginning Balance	405,574	405,574		400,899	400,899		
Ending Balance	400,899	540,864		342,704	371,109		

1. Increase from prior year due to expansion of the hot lunch service provided to District 97. Actual results below budget due to decrease in student participation rates at the high school.

Operations and Maintenance Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Property Taxes	4,227,661	4,215,463	99.7%	5,044,660	4,942,067	98.0%	
Other Local Sources	1,630,423	1,512,724	92.8%	1,565,262	1,936,640	123.7%	1
Transfers	8,225	-	0.0%	105,500	-	0.0%	
	5,866,309	5,728,187	97.6%	6,715,422	6,878,707	102.4%	
Expenditures							
Support Srvs. - Admin.	3,634,580	3,261,025	89.7%	4,991,182	4,128,572	82.7%	
	3,634,580	3,261,025	89.7%	4,991,182	4,128,572	82.7%	
Change in Fund Balance	2,231,729	2,467,162		1,724,240	2,750,135		
Beginning Balance	3,044,606	3,044,606		5,276,335	5,276,335		
Ending Balance	5,276,335	5,511,768		7,000,575	8,026,470		

1. Increased amounts of corporate personal property replacement taxes have been received as well as greater interest being earned on the District's investments.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
May 2008

Life Safety Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Property Taxes	846,753	843,831	99.7%	1,022,965	1,002,655	98.0%	
Other Local Sources	61,444	7,526	12.2%	341	14,802	4340.8%	1
Bond Proceeds	-	-	N/A	-	-	N/A	
	908,197	851,357	93.7%	1,023,306	1,017,457	99.4%	
Expenditures							
Construction	1,974,114	1,853,321	93.9%	825,000	575,627	69.8%	
Transfers	621,238	-	0.0%	613,963	-	0.0%	
	2,595,352	1,853,321	71.4%	1,438,963	575,627	40.0%	
Change in Fund Balance	(1,687,155)	(1,001,964)		(415,657)	441,830		
Beginning Balance	2,096,471	2,096,471		409,316	409,316		
Ending Balance	409,316	1,094,507		(6,341)	851,146		

1. Increase from the prior year due to the District investing its own funds with PMA. This has led to greater returns in the form of interest income.

Restricted Building Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%
Receipts						
Other Local Sources	64,158	1,216	1.9%	110,000	132,575	120.5%
Bond Proceeds	-	-	N/A	-	-	N/A
	64,158	1,216		110,000	132,575	
Expenditures						
Construction	797,757	745,991	93.5%	364,020	347,610	95.5%
	797,757	745,991	93.5%	364,020	347,610	95.5%
Change in Fund Balance	(733,599)	(744,775)		(254,020)	(215,035)	
Beginning Balance	1,755,694	1,755,694		1,022,095	1,022,095	
Ending Balance	1,022,095	1,010,919		768,075	807,060	

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
May 2008

Bond and Interest Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Property Taxes	3,106,524	3,100,616	99.8%	3,027,477	2,962,200	97.8%	
Other Local Sources	94,697	8,225	8.7%	105,500	83,019	78.7%	1
Bond Proceeds	-	-	N/A	-	-	N/A	
Accrued Interest on Bonds	-	-	N/A	-	-	N/A	
Transfer	621,238	-	0.0%	613,963	-	0.0%	
	3,822,459	3,108,841	81.3%	3,746,940	3,045,219	81.3%	
Expenditures							
Debt Service	3,473,523	3,473,523	100.0%	3,480,973	3,474,521	99.8%	
Transfers	8,225	-	0.0%	105,500	-	0.0%	
	3,481,748	3,473,523	99.8%	3,586,473	3,474,521	96.9%	
Change in Fund Balance	340,711	(364,682)		160,467	(429,302)		
Beginning Balance	2,156,995	2,156,995		2,497,706	2,497,706		
Ending Balance	2,497,706	1,792,313		2,658,173	2,068,404		

1. Increase from the prior year due to the District investing its own funds with PMA. This has led to greater returns in the form of interest income.

Transportation Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Property Taxes	796,672	794,684	99.8%	816,395	799,739	98.0%	
Other Local Sources	66,463	3,988	6.0%	26,146	56,559	216.3%	1
State Sources	825,006	514,428	62.4%	589,890	603,453	102.3%	
Federal Sources	-	-	N/A	-	-	N/A	
	1,688,141	1,313,100	77.8%	1,432,431	1,459,751	101.9%	
Expenditures							
Support Srvs. - Pupil	1,454,055	1,068,511	73.5%	1,288,697	877,428	68.1%	2
	1,454,055	1,068,511	73.5%	1,288,697	877,428	68.1%	
Change in Fund Balance	234,086	244,589		143,734	582,323		
Beginning Balance	1,298,210	1,298,210		1,532,296	1,532,296		
Ending Balance	1,532,296	1,542,799		1,676,030	2,114,619		

1. Increase from the prior year due to the District investing its own funds with PMA. This has led to greater returns in the form of interest income.

2. Expenditures lower than the prior year due to timing of payment for special education summer school transportation. Amount was accrued for in the current year due to transportation company billing us in a more timely fashion.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
May 2008

Illinois Municipal Retirement/Social Security Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Property Taxes	1,848,290	1,843,564	99.7%	1,820,348	1,969,264	108.2%	
Other Local Sources	106,891	2,705	2.5%	75,722	28,658	37.8%	1
	1,955,181	1,846,269	94.4%	1,896,070	1,997,922	105.4%	
Expenditures							
General Instruction	261,200	211,788	81.1%	292,044	218,160	74.7%	
Special Education	160,983	122,853	76.3%	171,868	132,657	77.2%	
Adult Education	-	-	N/A	-	-	N/A	
Vocational Programs	20,470	16,666	81.4%	20,979	17,924	85.4%	
Interscholastic Programs	96,943	81,947	84.5%	110,364	102,757	93.1%	
Summer School	7,790	4,035	51.8%	6,348	5,599	88.2%	
Other Instructional	1,306	1,006	77.0%	1,553	1,217	78.4%	
Support Srvs. - Pupil	327,771	255,745	78.0%	332,880	268,569	80.7%	
Support Srvs. - Admin.	865,877	776,220	89.6%	889,293	788,296	88.6%	
	1,742,340	1,470,260	84.4%	1,825,329	1,535,179	84.1%	
Change in Fund Balance	212,841	376,009		70,741	462,743		
Beginning Balance	489,133	489,133		701,974	701,974		
Ending Balance	701,974	865,142		772,715	1,164,717		

1. Increase from the prior year due to the District investing its own funds with PMA. This has led to greater returns in the form of interest income.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
May 2008

Working Cash Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Property Taxes	838,318	836,115	99.7%	313,320	305,466	97.5%	
Other Local Sources	156,182	7,910	5.1%	71,549	121,737	170.1%	1
	994,500	844,025	84.9%	384,869	427,203	111.0%	
Expenditures							
Transfers	-	-	N/A	-	-	N/A	
	-	-	N/A	-	-	N/A	
Change in Fund Balance	994,500	844,025		384,869	427,203		
Beginning Balance	2,744,941	2,744,941		3,739,441	3,739,441		
Ending Balance	3,739,441	3,588,966		4,124,310	4,166,644		

1. Increase from the prior year due to the District investing its own funds with PMA. This has led to greater returns in the form of interest income.

Dental Insurance Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%
Receipts						
Insurance Premiums	421,764	341,601	81.0%	497,988	348,889	70.1%
Other Local Sources	5,647	-	0.0%	-	5,868	N/A
	427,411	341,601	79.9%	497,988	354,757	
Expenditures						
Staff Services	354,350	276,535	78.0%	497,988	343,883	69.1%
Change in Fund Balance	73,061	65,066		-	10,874	
Beginning Balance	95,719	95,719		168,780	168,780	
Ending Balance	168,780	160,785		168,780	179,654	

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
May 2008

Health Insurance Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2007-2008	Fiscal to Date May 31 2008	%	
Receipts							
Insurance Premiums	2,913,169	2,567,600	88.1%	4,545,433	3,783,582	83.2%	
Other Local Sources	28,112	-	0.0%	28,144	41,437	147.2%	
Transfers	-	-	N/A	-	-	N/A	
	2,941,281	2,567,600	87.3%	4,573,577	3,825,019	83.6%	
Expenditures							
Staff Services	2,125,257	1,836,499	86.4%	4,545,433	3,234,627	71.2%	1
Change in Fund Balance	816,024	731,101		28,144	590,392		
Beginning Balance	204,812	204,812		1,020,836	1,020,836		
Ending Balance	1,020,836	935,913		1,048,980	1,611,228		

1. District is now self funded for PPO medical insurance. This was not the case in the prior year.

Self-Insurance Workers' Comp Fund

	Unaudited 2006-2007	Fiscal to Date May 31 2007	%	Amended Budget 2006 - 2007	Fiscal to Date May 31 2008	%
Receipts						
Insurance Premiums	85,000	85,000	100.0%	-	-	N/A
Other Local Sources	1,236	-	0.0%	-	-	N/A
Transfers	-	-	N/A	-	-	N/A
	86,236	85,000	N/A	-	-	
Expenditures						
Staff Services	33,501	-	N/A	50,238	34,953	69.6%
Change in Fund Balance	52,735	85,000		(50,238)	(34,953)	
Beginning Balance	-	-		52,735	52,735	
Ending Balance	52,735	85,000		2,497	17,782	

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: August 21, 2008

RE: Treasurer's Reports

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 May, 2008.
The Treasurer's report for the April financial information will be presented at the June Finance Committee meeting.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)
The May, 2008 Financial Reports, will be presented to the Board of Education for approval at the August 28, 2008, Board of Education meeting.

Oak Park & River Forest High School District 200
Treasurers Report
May 31, 2008

	Funds	Opening Cash Balance 05/01/08	Cash Receipts	Cash Disbursements	Adjustments to Cash (JE's)	Ending Cash Balance 05/31/08	% of Total
10	Education	54,206,301.38	605,734.20	2,787,632.33	(311,099.79)	51,713,303.46	**68.59%**
13	Tort Immunity	1,715,286.40	8,283.46	48,145.27	-	1,675,424.59	**2.22%**
14	Food Service	379,038.35	142,659.79	184,132.56	(294.35)	337,271.23	**0.45%**
15	Book Store	357,894.25	15,716.54	40,095.06	106.00	333,621.73	**0.44%**
	Total - Education Fund	**56,658,520.38**	**772,393.99**	**3,060,005.22**	**(311,288.14)**	**54,059,621.01**	**71.70%**
20	Operations, Building & Maintenance	7,691,228.67	357,992.54	278,816.26	(46,207.15)	7,724,197.80	**10.24%**
22	Restricted Fund	806,745.04	314.04	-	-	807,059.08	**1.07%**
	Total - Building Fund	**8,497,973.71**	**358,306.58**	**278,816.26**	**(46,207.15)**	**8,531,256.88**	**11.32%**
30	**Bond & Interest Fund**	**2,191,714.57**	**20,926.40**	**211,570.00**	**-**	**2,001,070.97**	**2.65%**
40	**Transportation Fund**	**2,073,969.87**	**7,141.02**	**121,226.24**	**(915.00)**	**1,958,969.65**	**2.60%**
50	**IMRF & SS Fund**	**1,239,229.82**	**13,958.94**	**139,922.38**	**-**	**1,113,266.38**	**1.48%**
70	**Working Cash**	**4,144,961.69**	**3,513.29**	**-**	**-**	**4,148,474.98**	**5.50%**
80	Harris - PMA	667,002.08	141,455.46	10,774.79	(3,684.63)	793,998.12	**1.05%**
80	Park National	215,480.56	107,720.14	176,201.67	-	146,999.03	**0.19%**
	Total - Activity Funds	**882,482.64**	**249,175.60**	**186,976.46**	**(3,684.63)**	**940,997.15**	**1.25%**
81	**Dental Self Insurance**	**186,741.27**	**925.96**	**42,730.23**	**34,717.53**	**179,654.53**	**0.24%**
82	**Medical Self Insurance**	**1,330,222.21**	**8,291.73**	**54,663.41**	**327,377.39**	**1,611,227.92**	**2.14%**
83	**Workers' Comp Self Insurance**	**17,782.04**	**-**	**-**	**-**	**17,782.04**	**0.02%**
90	**Fire Prevention & Safety**	**825,790.01**	**7,256.48**	**-**	**-**	**833,046.49**	**1.10%**
	Total - All Funds	**$ 78,049,388.21**	**$ 1,441,889.99**	**$ 4,095,910.20**	**$ -**	**$ 75,395,368.00**	**100.00%**

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
Schedule of Investments
May 31, 2008

By Financial Institution	Average Interest Rate *	Investment Value 05/31/08	% of Total	Prior Month % of Total
Government Securities	0.00%	-	0.00%	0.31%
Harris ISDLAF - Liquid MM	2.40%	128,643.38	0.17%	0.36%
Harris ISDLAF - Max MM	2.50%	9,643,679.44	12.76%	15.19%
Harris ISDLAF - CD's	0.00%	62,200,000.00	82.31%	79.53%
Harris - CTTO MM	*	3,592,433.63	4.75%	4.61%
Total All Investments by Institution		**75,564,756.45**	**100.00%**	**100.00%**

By Investment Type	Average Interest Rate *	Investment Value 05/31/08	% of Total	Prior Month % of Total
CD's	2.72%	62,200,000.00	82.31%	79.53%
Fed. Home Loan Mort. Corp.	0.00%	-	0.00%	0.31%
Money Market	2.45%	13,364,756.45	17.69%	20.16%
Total All Investments by Type		**75,564,756.45**	**100.00%**	**100.00%**

By Maturity Age	Average Interest Rate *	Investment Value 05/31/08	% of Total	Prior Month % of Total
1 month	2.65%	4,400,000.00	5.82%	0.31%
2 months	2.65%	3,000,000.00	3.97%	5.63%
3 months	2.49%	2,500,000.00	3.31%	3.84%
4-6 months	2.70%	22,600,000.00	29.91%	22.38%
7-9 months	2.79%	11,700,000.00	15.48%	23.91%
10-12 months	2.70%	5,000,000.00	6.62%	7.16%
1 year +	2.59%	10,000,000.00	13.23%	12.79%
2 years +	3.52%	3,000,000.00	3.97%	3.84%
Mature on demand	2.45%	13,364,756.45	17.69%	20.16%
Total Investments		**75,564,756.45**	**100.00%**	**100.00%**

Oak Park & River Forest High School District 200
Cash and Investments
May 31, 2008

	Account Balance	Treasurer's Control	% of Total
Harris Bank Comingled Account (treas ofc.)			
Statement CTTO	3,592,433.63		
Less: Outstanding Checks	-		
Plus: Deposits in Transit	-		
Adjusted	**3,592,433.63**	**3,592,433.63**	**4.76%**
Park National Student Activity Account			
Statement Balance	144,503.58		
Less: Outstanding Checks	(9,379.56)		
Plus: Deposits in Transit	11,875.01		
Adjusted	**146,999.03**		**0.19%**
Harris ISDLAF Account (Liquid & Max)			
Statement Balance	71,972,322.82		
Less: Outstanding Checks	(408,559.69)		
Plus: Deposits in Transit	42,043.02		
Adjusted	**71,605,806.15**		**94.97%**
Park National Imprest Account			
Statement Balance	17,641.45		
Less: Outstanding Checks	(11,859.61)		
Plus: Deposits in Transit	-		
Adjusted	**5,781.84**		**0.01%**
Chase Bank Athletic Imprest Account			
Statement Balance	1,497.35		
Less: Outstanding Checks	(550.00)		
Plus: Deposits in Transit	-		
Adjusted	**947.35**		**0.00%**
Petty Cash	**3,400.00**		**0.00%**
Workers Compensation Escrow	**40,000.00**		**0.05%**
Total Cash and Investments	**$ 75,395,368.00**	**$ 3,592,433.63**	**100.00%**

RESOLUTION OF THE BOARD OF EDUCATION ESTABLISHING THE TORT LIABILITY FUND AND TRANSFERRING FUNDS TO ESTABLISH AN INITIAL BALANCE IN THE FUND

WHEREAS, recent amendments to the Illinois Program Accounting Manual (the "IPAM") require changes in how Illinois school districts document the funding of, accounting for, and expenditures from the Tort Liability Fund; and

WHEREAS, the Board of Education of Oak Park and River Forest High School District No. 200 desires to remain in compliance with generally accepted accounting principles and those requirements set forth in the IPAM.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Oak Park and River Forest High School District No. 200, Cook County, Illinois, as follows:

Section 1. That the Board of Education hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does hereby incorporate them into this Resolution by reference.

Section 2. That the Administration and the School Treasurer are authorized and directed to establish a Tort Liability Fund effective as of July 1, 2008 and to make a permanent transfer in the amount of $1,650,402 from the School District's General Educational Fund to its newly created Tort Liability Fund in the amount of $1,650,402, effective as of July 1, 2008, to provide monies with which to meet those expenses properly made from the Tort Liability Fund. Further, such Fund Transfer amount may be amended as reflected in the total audited fund balance at June 30, 2008.

Section 3. The School Treasurer is further authorized to deposit all revenues from the Tort levy received subsequent to July 1, 2008 in to the Tort Liability Fund.

Section 4. All other motions or resolutions or parts of motions or resolutions in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect immediately and forthwith upon its passage.

Section 5. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any other sections, paragraphs, clauses, or provisions of this Resolution.

Section 6. This Resolution shall be in force and effect upon its adoption.

AYES: _____

_____

NAYS: _____

_____

ABSENT: _____

Dated this _____ day of _____, 2008.

_____
President, Board of Education

ATTEST:

_____
Secretary, Board of Education