

**BOARD OF EDUCATION MEETING**  
**201 North Scoville Avenue, Room 213, Oak Park, Illinois 60302**  
**Thursday, February 25, 2010 – 7:00 p.m.**  
**Meeting Agenda**

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|------------------|--------------|---|------------------------------|
| <b>7:00 p.m.</b> | <b>I.</b>    | <b>Call to Order, Pledge of Allegiance, and Roll Call</b>                             | <b>Dr. Ralph H. Lee</b>      |
| <b>7:05 p.m.</b> | <b>II.</b>   | <b>Changes to the Agenda</b>  | <b>Dr. Ralph H. Lee</b>      |
| <b>7:10 p.m.</b> | <b>III.</b>  | <b>Introductions</b>  | <b>Dr. Ralph H. Lee</b>      |
|                  | A.           | Student Recognition   |                              |
|                  | B.           | Introduction of Visitors  |                              |
| <b>7:30 p.m.</b> | <b>IV.</b>   | <b>Board of Education Members</b>   | <b>Dr. Ralph H. Lee</b>      |
|                  | A.           | Status of F.O.I.A. Requests   |                              |
|                  | B.           | Board of Education Comments   |                              |
| <b>7:40 p.m.</b> | <b>V.</b>    | <b>Public Comment</b>   | <b>Dr. Ralph H. Lee</b>      |
| <b>7:45 p.m.</b> | <b>VI.</b>   | <b>School Reports and Student Life</b>  | <b>Dr. Ralph H. Lee</b>      |
|                  | A.           | Student Council Report  | Liz Turcza                   |
|                  | B.           | Principal's Report  | Nathaniel L. Rouse           |
|                  | C.           | Certification of Mid-Year Graduates   | Nathaniel L. Rouse    Action |
|                  | D.           | Student Discipline  | Nathaniel L. Rouse    Action |
| <b>8:00 p.m.</b> | <b>VII.</b>  | <b>District, Community and State Reports</b>  | <b>Dr. Ralph H. Lee</b>      |
|                  | A.           | Internal District Committees/Liaison Representative Reports                           |                              |
|                  |              | Citizens' Council   | Co-Chairs, Terry Finnegan    |
|                  |              | PTO   | Amy McCormack                |
|                  |              | Huskies Boosters' Club  | Jacques A. Conway            |
|                  |              | Alumni Association  | Terry Finnegan               |
|                  |              | Tradition of Excellence   | Sharon Patchak-Layman        |
|                  |              | Concert Tour Association  | Sharon Patchak-Layman        |
|                  |              | APPLE   | Amy McCormack                |
|                  |              | Faculty Senate Executive Committee  | James Paul Hunter            |
|                  | B.           | External Liaison Reports  | Board Members                |
|                  | C.           | Superintendent's Report   | Attila J. Weninger           |
| <b>8:30 p.m.</b> | <b>VIII.</b> | <b>Consent Items</b>  | <b>Dr. Ralph H. Lee</b>      |
|                  | A.           | Approval of the Check Disbursements and Financial Resolutions dated February 25, 2010 | Action                       |
|                  | B.           | Approval of the Monthly Financial Reports   | Action                       |
|                  | C.           | Approval of the Treasurer's Report  | Action                       |
|                  | D.           | Approval of Athletic Uniform Bid  | Action                       |
|                  | E.           | Approval of Enernoc Contract  | Action                       |

- F. Approval of Refuse Contract Action
- G. Approval of PTAB Resolution Action
- H. Approval of Student Fees for 2010-11 Action
- I. Approval of Student Activity and Convenience Accounts at Community Bank Action

**8:50 p.m. IX. Policy Dr. Dietra D. Millard/Dr. Attila Weninger**

- A. Adoption of Policy 4119, Nepotism Action
- B. Amendment of Policy 5136, Student Travel Action
- C. Approval of Policy 4370, Mandated Reporter, For First Reading Action
- D. Approval of Policy 5117, Residency and Tuition, for First Reading Action

**9:10 p.m. X. Finance John C. Allen/Cheryl L. Witham**

- A. Approval of Life Safety Amendment Action
- B. Approval of Wight Contact Action

**9:20 p.m. XI. Human Resources John C. Allen/Jason Edgecombe**

- A. Approval of Personnel Recommendations Action
- B. Approval of Sabbatical Leaves Action
- C. Approval of Division Head Compensation Action

**9:35 p.m. XII. Instruction Dr. Ralph Lee/Philip M. Prale**

**9:35 p.m. XIII. Negotiations John C. Allen, IV**

**9:40 p.m. XIV. Other Dr. Ralph H. Lee**

- A. Approval of Open Minutes and Closed Session Minutes of January 28, February 3, 9, and 16, 2010, and a Declaration that the audio tapes dated June 2008 be destroyed Action
- B. Approval of Board of Education Member Conference Participation Action
- C. Discussion of Non-agenda Items Information

**9:40 p.m. XV. Closed Session Ralph H. Lee**

\_\_\_\_\_ move to enter closed session for the purpose of discussing \_\_\_\_\_ litigation, \_\_\_\_\_ student discipline, \_\_\_\_\_ collective bargaining and/or negotiations, and \_\_\_\_\_ the appointment, employment and/or dismissal of personnel.

**TBD XVI. Adjournment Dr. Ralph H. Lee**

\_\_\_\_\_ moved to adjourn at \_\_\_\_\_; seconded by \_\_\_\_\_.  
Roll call vote.

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

TO: OPRF District 200 Board of Education

FROM: Toula Boznos, Registrar  
Mark T. Wilson, Assistant Principal for Student Services

DATE: February 25, 2010

RE: January 22, 2010 Graduates

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**BACKGROUND**

Annual Report

**SUMMARY OF FINDINGS**

Listed below are the twenty-one January 22, 2010 graduates to be certified by the Board of Education. Eleven students are graduating after their 7<sup>th</sup> semester of high school. Five students are graduating after their 9<sup>th</sup> semester of high school. One student is graduating after completing their enrollment in District 200's CITE program.

<b>ID #</b>	<b>Graduate</b>
100050	Rebecca Aull
100053	Matteo L. Auteri
110995	Christian Chiakulas
111095	Devin Courtney
111592	Tiara Flowers
111625	Michael S. Foreman
092563	Jeremiah Funches
112210	Brian Hester
101300	Eric Johnson
101565	Brittany Hope Lucas
113217	Naomi Deborah Matthews
113150	Tony Cashmere Marshall
113837	Prina Patel
076175	Clinton Plaxico
114540	Jonathan Scott
096968	Angela Sneed
077110	Katherine Taylor
102510	Victoria Taylor
115127	Christina Timme
115390	Devan Watson
097407	Brandun Williams

**RECOMMENDATION**

Information only

Agenda Item No. VI. C.

***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: February 25, 2010  
RE: Approval of Check Disbursements and Financial Resolutions

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

Attached are the check disbursement lists for February 25, 2010.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the February 25, 2010 check disbursement listing as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. A.

RESOLUTION AUTHORIZING EXECUTION OF CERTAIN VOUCHERS  
FOR THE MONTH OF FEBRUARY, 2010

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

- Section 1: That this Board of Education has approved and does hereby approve the voucher used by its School Treasurer, all pursuant to the powers granted under the Illinois School Code.
- Section 2: That the President and Secretary of this Board of Education be and are hereby authorized to execute and sign on behalf of this Board of Education vouchers with all required information for the following expenditures during the Month of March, 2010:
- a) Payroll for the employees of this District not to exceed \$3,000,000 for said month.
  - b) Contractual fringe benefits for the employees of this District not to exceed \$350,000 for said month.

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

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

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

ADOPTED this 25<sup>th</sup> day of February, 2010

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

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

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

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

SECTION 1: That this Board of Education does hereby ratify and confirm the execution of the  
vouchers for this date of February 25, 2010 by the President and Secretary of this  
Board of Education, copies of which are attached hereto.

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

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

ADOPTED this 25<sup>th</sup> day of February 2010

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President Protempore of the Board of Education

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Secretary of the Board of Education

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

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

SECTION 1: That this Board of Education does hereby ratify and confirm the execution of the  
vouchers from the Student Activity Accounts for February 25, 2010 by the President  
and Secretary of this Board of Education, copies of which are attached hereto.

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

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

ADOPTED this February 25, 2010

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President Protempore of the Board of Education

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Secretary of the Board of Education

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

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

SECTION 1: That this Board of Education does hereby ratify and confirm the execution of the  
vouchers from the Imprest Account for February 25, 2010 by the President and  
Secretary of this Board of Education, copies of which are attached hereto.

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

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

ADOPTED this 25<sup>th</sup> day of February, 2010

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President Protempore of the Board of Education

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Secretary of the Board of Education



CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
145442	02/19/2010	ACCESS CREDIT UNION	Payroll accrual	50.00
145443	02/19/2010	AMERIPRISE FINANCIAL SERVICES	Payroll accrual	42.95
145443	02/19/2010	AMERIPRISE FINANCIAL SERVICES	Payroll accrual	60.00
145444	02/19/2010	CHEREDNYK, OLEH	Payroll accrual	134.14
145445	02/19/2010	CLERK OF COURT,	Payroll accrual	226.72
145446	02/19/2010	CONNECTICUT - CCSPC	Payroll accrual	650.80
145447	02/19/2010	EQUIVEST	Payroll accrual	1,464.44
145447	02/19/2010	EQUIVEST	Payroll accrual	4,910.00
145448	02/19/2010	FIDELITY INVESTMENTS	Payroll accrual	2,329.64
145448	02/19/2010	FIDELITY INVESTMENTS	Payroll accrual	14,995.07
145449	02/19/2010	FIRST INVESTORS	Payroll accrual	164.85
145449	02/19/2010	FIRST INVESTORS	Payroll accrual	460.00
145450	02/19/2010	FREEDMAN ANSELMO LINDBERG AND RAPPE	Payroll accrual	444.75
145451	02/19/2010	GENERAL REVENUE CORPORATION	Payroll accrual	366.09
145452	02/19/2010	GLENN STEARNS CHAPTER 13 TRUSTEE	Payroll accrual	277.01
145453	02/19/2010	GREAT AMERICAN LIFE INS CO	Payroll accrual	79.71
145453	02/19/2010	GREAT AMERICAN LIFE INS CO	Payroll accrual	400.00
145454	02/19/2010	HUNTER, CARLA	Payroll accrual	280.00
145455	02/19/2010	I R S		0.00
145456	02/19/2010	I R S	Payroll accrual	4.34
145456	02/19/2010	I R S	Payroll accrual	1.02
145456	02/19/2010	I R S	Payroll accrual	4.34
145456	02/19/2010	I R S	Payroll accrual	1.02
145456	02/19/2010	I R S	Payroll accrual	22,534.83
145456	02/19/2010	I R S	Payroll accrual	6,469.39
145456	02/19/2010	I R S	Payroll accrual	601.31
145456	02/19/2010	I R S	Payroll accrual	133,350.34
145456	02/19/2010	I R S	Payroll accrual	0.00
145456	02/19/2010	I R S	Payroll accrual	16,375.03
145456	02/19/2010	I R S	Payroll accrual	196.46
145456	02/19/2010	I R S	Payroll accrual	22,534.83
145456	02/19/2010	I R S	Payroll accrual	16,375.03
145456	02/19/2010	I R S	Payroll accrual	196.46
145457	02/19/2010	ILLINOIS MUNICIPAL RETIREMENT	Payroll accrual	155.82
145458	02/19/2010	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	3.15
145458	02/19/2010	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	6.67
145458	02/19/2010	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	15,241.66
145458	02/19/2010	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	0.00
145458	02/19/2010	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	32,278.44
145459	02/19/2010	IL STATE DISBURSEMENT UNIT	Payroll accrual	1,769.82
145460	02/19/2010	ING NATIONAL TRUST	Payroll accrual	1,350.00
145461	02/19/2010	LINCOLN INVESTMENTS	Payroll accrual	7,899.12
145461	02/19/2010	LINCOLN INVESTMENTS	Payroll accrual	27,598.74
145462	02/19/2010	M G TRUST COMPANY	Payroll accrual	1,042.72
145462	02/19/2010	M G TRUST COMPANY	Payroll accrual	4,358.00
145463	02/19/2010	METLIFE	Payroll accrual	151.89
145463	02/19/2010	METLIFE	Payroll accrual	1,125.00
145464	02/19/2010	NCPERS GROUP LIFE INS (#1985)	Payroll accrual	232.00
145465	02/19/2010	OAK PARK COMMUNITY FOUNDATION	Payroll accrual	10.00
145466	02/19/2010	OPRFHS/FACULTY SENATE DUES	Payroll accrual	8,061.40
145467	02/19/2010	PACIFIC LIFE	Payroll accrual	523.68
145467	02/19/2010	PACIFIC LIFE	Payroll accrual	2,029.61
145468	02/19/2010	RIVER FOREST COMMUNITY CENTER	Payroll accrual	9,910.00
145469	02/19/2010	SECURITY BENEFIT LIFE	Payroll accrual	788.46
145470	02/19/2010	SEIU LOCAL 73	Payroll accrual	44.50
145470	02/19/2010	SEIU LOCAL 73	Payroll accrual	2,561.56

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
145471	02/19/2010	STATE OF ILLINOIS	Payroll accrual	0.00
145471	02/19/2010	STATE OF ILLINOIS	Payroll accrual	271.99
145471	02/19/2010	STATE OF ILLINOIS	Payroll accrual	30,894.20
145471	02/19/2010	STATE OF ILLINOIS	Payroll accrual	25.00
145472	02/19/2010	T H I S	Payroll accrual	7,460.80
145472	02/19/2010	T H I S	Payroll accrual	398.26
145472	02/19/2010	T H I S	Payroll accrual	37.49
145472	02/19/2010	T H I S	Payroll accrual	5,538.21
145472	02/19/2010	T H I S	Payroll accrual	77.08
145472	02/19/2010	T H I S	Payroll accrual	356.50
145473	02/19/2010	TEACHERS RETIREMENT SYSTEM	Payroll accrual	97.50
145473	02/19/2010	TEACHERS RETIREMENT SYSTEM	Payroll accrual	1,061.00
145473	02/19/2010	TEACHERS RETIREMENT SYSTEM	Payroll accrual	38.00
145474	02/19/2010	TEACHERS RETIREMENT SYSTEM	Payroll accrual	83,534.43
145474	02/19/2010	TEACHERS RETIREMENT SYSTEM	Payroll accrual	5,319.26
145474	02/19/2010	TEACHERS RETIREMENT SYSTEM	Payroll accrual	5,098.67
145474	02/19/2010	TEACHERS RETIREMENT SYSTEM	Payroll accrual	328.20
145474	02/19/2010	TEACHERS RETIREMENT SYSTEM	Payroll accrual	9.40
145474	02/19/2010	TEACHERS RETIREMENT SYSTEM	Payroll accrual	254.49
145475	02/19/2010	TOM VAUGHN STANDING TRUSTEE	Payroll accrual	129.50
145476	02/19/2010	U.S. DEPART. OF EDUCATION	Payroll accrual	118.18
145476	02/19/2010	U.S. DEPART. OF EDUCATION	Payroll accrual	89.43
145476	02/19/2010	U.S. DEPART. OF EDUCATION	Payroll accrual	118.61
145477	02/19/2010	WADDELL & REED	Payroll accrual	428.17
145477	02/19/2010	WADDELL & REED	Payroll accrual	2,840.74
145478	02/17/2010	FIDELITY INVESTMENTS	TO REMIT MISSING 403b	124.88
			CONTRIBUTIONS - INTEREST	
145479	02/17/2010	LINCOLN INVESTMENTS	TO REMIT MISSING 403b	1,887.18
			CONTRIBUTIONS - INTEREST	
145480	02/17/2010	M G TRUST COMPANY	TO REMIT MISSING 403b	295.97
			CONTRIBUTIONS - INTEREST	
145481	02/25/2010	A.B.G. ENTERPRISES	PAYMENT FOR SCORING SERVICES	370.00
			WSC GYMNSTICS MEET 1/30/10	
145482	02/25/2010	ACACIA ACADEMY	JAN TUITION K. L.	2,216.73
145482	02/25/2010	ACACIA ACADEMY	JAN TUITION E. H.	2,216.73
145483	02/25/2010	ACTEVA	B. H. CASE CONFERENCE FEB 26	75.00
			ORDER	
			195660EXVN20091222121349	
145484	02/25/2010	AIRGAS NORTH CENTRAL	INVOICE DATE 1/31/10	96.98
145485	02/25/2010	ALESIA, ANGELO	STUDENT ASSISTANT	37.50
			W/MOTIVATIONA MENTORSHP	
			PROGRAM - AWARD/INCENTIVE	
145486	02/25/2010	AMERICAN CAPITAL FINANCIAL SER	USAGE 1/10 - 1/31/10	2,050.94
			ACCT#092113	
145487	02/25/2010	ANCEL, GLINK, DIAMOND, BUSH, DICIANNI, &	STMT# 19334	11,305.00
145488	02/25/2010	BELPEDIO, DOUGLAS	REIMB FOR FOOD FOR OBAMA	208.63
			CLINIC 1/27 - 2/4 AND REWARD	
			FOR VOLUNTEERS	
145489	02/25/2010	BERG, JEFF	B B-BALL 2/12	55.00
145490	02/25/2010	BLICK ART MATERIALS	Misc. art supplies	1,400.09
145491	02/25/2010	BONDS, TATYANA	STUDENT ASSISTANT	37.50
			W/MOTIVATIONA MENTORSHP	
			PROGRAM - AWARD/INCENTIVE	
145492	02/25/2010	BOSS ONLINE, INC.		0.00
145493	02/25/2010	BOSS ONLINE, INC.	Ink for various printers	1,975.48
145493	02/25/2010	BOSS ONLINE, INC.	SERVICE ON OFFICE MACHINES	41.30

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
			2/9	
145493	02/25/2010	BOSS ONLINE, INC.	World Language Smooth Finish	205.60
			Xerox Paper	
145493	02/25/2010	BOSS ONLINE, INC.	Ink for superintendant fax	50.38
145493	02/25/2010	BOSS ONLINE, INC.	Miscellaneous paper,	1,326.25
			cardstock, transparencies and	
			Scantron forms for Terri	
			McNichols in Duplicating	
145493	02/25/2010	BOSS ONLINE, INC.	Miscellaneous paper,	3,579.00
			cardstock, transparencies and	
			Scantron forms for Terri	
			McNichols in Duplicating	
145494	02/25/2010	BROOKS, RICH	GIRLS TRACK 2/13	70.00
145495	02/25/2010	CAMELOT SCHOOLS, LLC	2 STUDENTS	11,323.00
145495	02/25/2010	CAMELOT SCHOOLS, LLC	1 STUDENT	10,179.16
145496	02/25/2010	CHADDOCK	M. B. TUITION FOR JAN	828.97
145497	02/25/2010	CIPPARRONE, CAROLYN	REIMB FOR MILEAGE SEPT - OCT	18.70
			SCIENCE DIV	
145497	02/25/2010	CIPPARRONE, CAROLYN	REIMB FOR MILEAGE NOV - JAN	47.12
			SCIENCE DIV	
145497	02/25/2010	CIPPARRONE, CAROLYN	REIMB FOR DRY ICE PURCHASE -	37.50
			SCIENCE DIV	
145498	02/25/2010	CITADEL INFORMATION MANAGEMENT	SERVICE DATE 12/18/09 ALL	269.00
			DEPTS	
145499	02/25/2010	CLARK, ANTHONY	WRESTLING ASSIGNMENT	197.60
			CHAIRPERSON 2009-10	
			ASSIGNMENT FEES	
145500	02/25/2010	CLARK, TOM	B B-BALL 2/12	70.00
145501	02/25/2010	COMCAST CABLE	SERVICE FROM 2/9 - 3/8	99.90
145502	02/25/2010	COMPREHENSIVE THERAPEUTICS	SPED PT & OT - JANUARY	9,453.50
145503	02/25/2010	COVE SCHOOL	TUITION - 3 STUDENTS	10,895.82
145504	02/25/2010	CURRIE MOTORS CHEVROLET	INVOICES 123453, 123454 AND	125.69
			123456 OIL CHANGES, DRIVERS	
			ED	
145505	02/25/2010	DAVIS, ESE	STUDENT ASSISTANT	37.50
			W/MOTIVATIONA MENTORSHP	
			PROGRAM - AWARD/INCENTIVE	
145506	02/25/2010	DEMCO	SECURITY TAPES (SHIPLEY	204.94
			REQUEST)	
145507	02/25/2010	DOHR, KATE	STUDENT ASSISTANT	37.50
			W/MOTIVATIONA MENTORSHP	
			PROGRAM - AWARD/INCENTIVE	
145508	02/25/2010	DUNBAR ARMORED, INC.	CUST #24001521 JAN CHARGES FD	591.97
			SERV & BUS OFFICE	
145509	02/25/2010	E2 SERVICES	AP7930 RM PDU SWCH - ADDT'L	1,426.85
			EQT	
145509	02/25/2010	E2 SERVICES	Microsoft Windows Server 2008	160.24
			R2 Enterprise - License	
145509	02/25/2010	E2 SERVICES	LAPTOP LOCKS (MARTIN REQUEST	729.00
			20/VOGEL REQUEST 30)	
145509	02/25/2010	E2 SERVICES	INSTALLATION OF SAN	1,000.00
			(CARIOSCIO REQUEST)	
145510	02/25/2010	EDITORIAL PROJECTS IN EDUCATION, IN	TOP SCHOOL JOBS 2/3/10	777.24
			SUPERINTENDENT	
145510	02/25/2010	EDITORIAL PROJECTS IN EDUCATION, IN	TOP SCHOOL JOBS ISSUE 1/20	1,222.24
			SUPERINTENDENT	

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
145511	02/25/2010	EDVOTBK	SCIENCE SUPPLIES	459.03
145512	02/25/2010	EMRIK INC	MISC SCREWS	140.94
145513	02/25/2010	ESS MIDWEST	HEADSETS ICC LAB (MARTIN REQUEST)	965.00
145514	02/25/2010	FARLEY, KYLE	REIMB FOR IL CHESS COACHES ASSOC DUES	15.00
145515	02/25/2010	FARLEY, RICHARD	B B-BALL 2/12	45.00
145516	02/25/2010	FEDERAL EXPRESS CORP	INVOICE DATE 2/3/2010 TV & SPED	98.28
145517	02/25/2010	FORD, JAMES	B B-BALL 2/12	45.00
145518	02/25/2010	GENERAL ASP	ONLINE APPLICATION SERIVCE & ATTAHMENT SYSTEM SERVICE 2/13 - 5/13/2010	675.00
145519	02/25/2010	GESELBRACHT, LANA	TRAVEL REIMB 1/11 - 1/15 FETC CONFERENCE ORLANDO, FLA	1,354.81
145520	02/25/2010	GIBBS, MIKE	GIRLS TRACK 2/13	87.00
145521	02/25/2010	GOLDSTAR LEARNING, INC.	Mastery Manager Forms	715.83
145522	02/25/2010	GRAINGER		0.00
145523	02/25/2010	GRAINGER		0.00
145524	02/25/2010	GRAINGER		0.00
145525	02/25/2010	GRAINGER	OPEN PO FOR PLUMBING BEGINNING JULY 1, 2009	56.53
145525	02/25/2010	GRAINGER	OPEN PO FOR GRAINGER FROM JAN 29TH 2010 -	13.34CR
145525	02/25/2010	GRAINGER	OPEN PO LIGHTS AND LAMPS BEGINNING JULY 1, 2009	40.36
145525	02/25/2010	GRAINGER	OPEN PO FOR ELECTRICAL WITH GRAINGER BEGINNING SEPT 24TH 2009	114.45
145525	02/25/2010	GRAINGER	OPEN PO FOR ELECTRICAL WITH GRAINGER BEGGINING SEPT 24TH 2009	27.28
145525	02/25/2010	GRAINGER	OPEN PO FOR ELECTRICAL WITH GRAINGER BEGINNING SEPT 24TH 2009	17.14
145525	02/25/2010	GRAINGER	OPEN PO FOR ELECTRICAL WITH GRAINGER BEGINNING SEPT 24TH 2009	10.45
145525	02/25/2010	GRAINGER	Open PO for Plumbing beginning Oct, 9th 2009	48.69
145525	02/25/2010	GRAINGER	Open PO for Plumbing beginning Oct, 9th 2009	103.95
145525	02/25/2010	GRAINGER	Open PO for Htg and Ventilating - Grainger beginning November 2009	14.90
145525	02/25/2010	GRAINGER	Open PO for Htg and Ventilating - Grainger beginning November 2009	104.16
145525	02/25/2010	GRAINGER	OPEN PO FOR GRAINGER FROM JAN 29TH 2010 -	291.76
145525	02/25/2010	GRAINGER	OPEN PO FOR GRAINGER FROM JAN 29TH 2010 -	464.85
145525	02/25/2010	GRAINGER	OPEN PO FOR GRAINGER FROM JAN 29TH 2010 -	27.81
145526	02/25/2010	GRAND PRAIRIE TRANSIT	ATHLETICS 1/10 TRIP - SHEPARD HS CHEERLEADERS	395.40

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
145526	02/25/2010	GRAND PRAIRIE TRANSIT	ATHLETICS 1/10 TRIP - SHEPARD HS CHEERLEADERS	523.80
145527	02/25/2010	GROSSMAN, MICHAEL	ACT PREP 36 CLASS REFUND ID#115985 I.G.	215.00
145528	02/25/2010	GUTIERREZ, DENISE	K O H COATROOM 2/6/10	60.00
145529	02/25/2010	HARDIN, SHEILA	REIMB FOR REGISTRATION OF TEACHING CERTIFICATE IN COOK CO.	26.75
145530	02/25/2010	HENNINGS, ALLISON	REIMB FOR FOOD - SCIENCE LIBRARY HOSTED MIDDLE SCHOOL HONORS BIOLOGY STUDENTS 2/5/10	58.00
145531	02/25/2010	HIGGS, LARRY	GIRLS TRACK 2/13	70.00
145532	02/25/2010	HILLSIDE ACADEMY	JAN TUITION 6 STUDENTS	17,707.62
145533	02/25/2010	HOME DEPOT CREDIT SERVICES	ACCT# 6035 3225 0142 6021 STATEMENT DATE 1/28/10	192.35
145534	02/25/2010	HOSTRAWSER, PETER	REIMB FOR AIRFARE TO CUE CONFERENCE MAR 3 - 6 (2 PEOPLE)	772.40
145535	02/25/2010	IBT	BALANCE OWED ON ACCT#0160200 FOR FINGERPRINTING	100.25
145536	02/25/2010	ILLINOIS PRINCIPALS ASSOC	Workshop fee for Assistant Principals Conference (2/2-3/10)	325.00
145537	02/25/2010	KENNEDY, FRANK	REIMB FOR MONTHLY MILEAGE & SELL USAGE - FEB - PER CONTRACT	100.00
145538	02/25/2010	KONICA-MINOLTA BUSINESS SOLUTIONS U	KMBS COST PER COPY BILLING 10/27/09 - 1/27/10	1,215.00
145538	02/25/2010	KONICA-MINOLTA BUSINESS SOLUTIONS U	KMBS COST PER COPY BILLING COLOR 10/29/09 - 1/29/2010	860.22
145539	02/25/2010	KOTAS, JOAN	TRAVEL REIMB 1/11 - 1/15 FETC CONFERENCE ORLANDO, FLA	1,819.31
145540	02/25/2010	KRANZ INC.	CUSTODIAL SUPPLIES	4,217.43
145541	02/25/2010	LAKEVIEW BUS LINES, INC.	JAN - PAEC - C. V.	2,712.00
145542	02/25/2010	LEXIS-NEXIS	ACCT# 110W09 BILLING PERIOD 1/10 - 1/31/10	400.00
145543	02/25/2010	LUCK'S MUSIC LIBRARY	Music	514.70
145544	02/25/2010	ROBBINS, TIM	B B-BALL 2/12	55.00
145545	02/25/2010	ROGERS, DERRICK	B B-BALL 2/12	83.00
145546	02/25/2010	SCHMID, BRAD	B B-BALL 2/12	45.00
145547	02/25/2010	SPITZ, KEVIN	B B-BALL 2/12	83.00
145548	02/25/2010	THE COLLEGE BOARD	AP Environmental Science Workshop Registration for Cindy McGuckin	175.00
145549	02/25/2010	VELARDE, VINCENTE	B B-BALL 2/12	45.00
145550	02/25/2010	WASHO, JOHN	B B-BALL 2/12	55.00
145551	02/25/2010	THRIVE COUNSELING CENTER	L. CHAMBERS \$60.00 AND D. SCHWAB \$100.00 KING OF HEARTS	160.00
145551	02/25/2010	THRIVE COUNSELING CENTER	FEB STAFFING FOR 5	29,621.50
145552	02/25/2010	MARKS PEST CONTROL CO	annual pest control services FEB	356.00
145553	02/25/2010	MCGINNIS, NANCY	REIMB FOR FOOD - OPEN HOUSE ENGLISH DIVISION 2/3/10	37.65
145554	02/25/2010	MC MASTER-CARR SUPPLY CO	Hardware Supplies	277.61
145555	02/25/2010	MEREDITH CULLIGAN WATER CO.	HEALTH SERVICE #254492	24.98

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
145555	02/25/2010	MEREDITH CULLIGAN WATER CO.	SPED #7375 ROOM 106	26.30
145555	02/25/2010	MEREDITH CULLIGAN WATER CO.	ACCT#7395 MATH DEPT	27.96
145556	02/25/2010	MEETINGHOUSE COMPANIES INC	CONTRACT BALANCE REMAINING ON OPEN HOUSE	17.37
145557	02/25/2010	MID-WAY SUPPLY	FURNACE PARTS	146.66
145557	02/25/2010	MID-WAY SUPPLY	FURNACE PARTS	66.81
145558	02/25/2010	MITCHELL-HALLS, KABRINA	STUDENT ASSISTANT	30.00
			W/MOTIVATIONA MENTORSHP PROGRAM - AWARD/INCENTIVE	
145559	02/25/2010	NASCO	Clinging Graphs (set of 3 graphs). Item number # TB23744T	29.42
145560	02/25/2010	NEW HORIZON CENTER FOR THE	JAN TUITION 7 STUDENTS	35,559.78
145561	02/25/2010	NELCO	W-2/1099 SUPPLIES	1,891.45
145562	02/25/2010	NICOR GAS	ACCT#503548 GROUP 5315 1/ - 2/1/10	5,018.85
145562	02/25/2010	NICOR GAS	ACCT#115548 GROUP 5515 1/ - 2/1/10	546.39
145562	02/25/2010	NICOR GAS	ACCT#905548 GROUP 5998 1/ - 2/1/10	355.08
145563	02/25/2010	OREGON CORD LOCK	Boys swim Suit cord locks	102.00
145564	02/25/2010	PARTON, ROBERT	CLINICS JAN 22 & 27 AND GUEST PERFORMANCE AT ALL-STATE CONFERENCE, PEORIA, JAN 28	500.00
145565	02/25/2010	PIKE SYSTEMS	Electronic inspection system for B&G	250.00
145566	02/25/2010	POSITIVE COACHING ALLIANCE	WORKSHOP MATERIALS 15 @ \$5 DOUBLE GOAL COACH	83.25
145566	02/25/2010	POSITIVE COACHING ALLIANCE	WORKSHOP MATERIALS 55 @ \$5 DOUBLE GOAL COACH	290.20
145567	02/25/2010	PRECISION CONTROL SYSTEMS OF CHICAG	PELCO CAMERA REPLACEMENT	500.00
145568	02/25/2010	PROSPECT BAND BOOSTERS	ENTRY FEE FOR KNIGHT OF CHAMPIONS MARCHING BAND FESTIVAL OCT 2, 2010	150.00
145569	02/25/2010	PROVIDENCE ST. MEL SCHOOL.	PSAT TEST REGISTRATION FEE (\$15 X 4 STUDENTS)	60.00
145570	02/25/2010	QUILL CORP.		0.00
145571	02/25/2010	QUILL CORP.	3-ring binders	154.40CR
145571	02/25/2010	QUILL CORP.	Inkjet Cartridges for Design Jet 500 (Plotter)	186.25
145571	02/25/2010	QUILL CORP.	3-HOLE PUNCH	17.81
145571	02/25/2010	QUILL CORP.	Duracell Coppertop "AAA" Batteries Items # 048-MN2400BKD - 1 Carton	89.99
145571	02/25/2010	QUILL CORP.	Supplies for Black Professional Day	58.24
145571	02/25/2010	QUILL CORP.	3-ring binders	147.20
145571	02/25/2010	QUILL CORP.	3-ring binders	178.60
145572	02/25/2010	R & D BUS COMPANY, INC.		0.00
145573	02/25/2010	R & D BUS COMPANY, INC.	BOYS F WRESTLING 1/16 NEW TRIER	275.00
145573	02/25/2010	R & D BUS COMPANY, INC.	BOYS S WRESTLING 1/16 NOTRE DAME	280.00
145573	02/25/2010	R & D BUS COMPANY, INC.	BOYS V WRESTLING 1/16 LUNDEE CROWN, CARPENTERSVILLE	540.00
145573	02/25/2010	R & D BUS COMPANY, INC.	BOYS J1 WRESTLING 1/16 MORTON	165.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
			EAST	
145573	02/25/2010	R & D BUS COMPANY, INC.	1/15/10 BOYS V WRESTLING	490.00
			PROVISO WEST (REF INV#61267	
			ON RE-CAP SHEET)	
145574	02/25/2010	RAM TRANSPORT INC.	SERVICE DATES 1/1 - 1/13/10	1,900.00
145575	02/25/2010	REGIONAL PUBLISHING CORP	TRAPEZE INVOICE DATED 1/28/10	1,231.00
145576	02/25/2010	RIO GRANDE	Handpiece for Foredom 30	56.33
145577	02/25/2010	ROBINSON, CHRISTIAN	STUDENT ASSISTANT	30.00
			W/MOTIVATIONA MENTORSHP	
			PROGRAM - AWARD/INCENTIVE	
145578	02/25/2010	RUSH OAK PARK HOSPITAL	ROPH/OPRFHS WORK EXPERIENCE	34.29
			PROGRAM	
145578	02/25/2010	RUSH OAK PARK HOSPITAL	ROPH/OPRFHS WORK EXPERIENCE	350.00
			PROGRAM	
145579	02/25/2010	SALKELD SPORTS INC, DIV OF KESSLER'	BOYS VOLLEYBALL EQUIPMENT	928.00
145579	02/25/2010	SALKELD SPORTS INC, DIV OF KESSLER'	BOYS WATER POLO EQUIPMENT	219.60
145579	02/25/2010	SALKELD SPORTS INC, DIV OF KESSLER'	GIRLS WATER POLO EQUIPMENT	219.60
145579	02/25/2010	SALKELD SPORTS INC, DIV OF KESSLER'	BADMINTON EQUIPMENT	1,455.00
145579	02/25/2010	SALKELD SPORTS INC, DIV OF KESSLER'	SOFTBALL EQUIPMENT	921.68
145579	02/25/2010	SALKELD SPORTS INC, DIV OF KESSLER'	Badminton Standards	1,020.80
145580	02/25/2010	SCHWARTZ, BRIAN D.	1 BOOK - FINDING MIDDLE	24.95
			GROUND IN K - 12 EDUCATION	
145581	02/25/2010	SEARS COMMERCIAL ONE	B & G OTHER MATERIALS	167.96
			ACCT#5405 5320 0132 5432	
145582	02/25/2010	SECURATEX	EVENING BUILDING SECURITY	1,119.20
			1/24 - 1/30	
145583	02/25/2010	SIMMONS, JANEE	STUDENT ASSISTANT	37.50
			W/MOTIVATIONA MENTORSHP	
			PROGRAM - AWARD/INCENTIVE	
145584	02/25/2010	SKYWARD	Two days of Skyward training	4,475.00
			for staff and administration,	
			one day of training for	
			teachers	
145585	02/25/2010	SONIA SHANKMAN ORTHOGENIC	JAN TUITION & R&B - 4	25,634.72
			STUDENTS	
145586	02/25/2010	SOSA, JOSE	REIMB FOR WORKSHOP FOR	140.00
			ADVENTURE EDUCATION	
145587	02/25/2010	SQUIRES, STEVE	HONORARIUM FOR CLINIC 2/18	150.00
145588	02/25/2010	SUBURBAN LAW ENFORCEMENT	FEE FOR CRIMINAL HISTORY	25.00
			RECORD INFORMATION TRAINING	
			SYMPOSIUM APR 27	
145589	02/25/2010	VANGUARD ENERGY SERVICES, LLC	SERVICE PERIOD 1/1 - 1/31/10	59,140.11
145590	02/25/2010	VINCENT, LISA	OT	1,944.00
145591	02/25/2010	VOGEL, MARY	REIMB FOR 39 LATIN EXAMS	132.00
145592	02/25/2010	WENINGER, ATTILA	CAR ALLOWANCE FOR MARCH 2010	600.00
145592	02/25/2010	WENINGER, ATTILA	REIMB FOR CONF & TRAVEL	44.00
			EXPENSES	
145593	02/25/2010	WEST PUBLISHING CO	Monthly charge for CLEAR JAN	84.70
145594	02/25/2010	WILLIAM BLAIR & COMPANY	FOR DISSEMINATION AGENT	2,750.00
			SERVICES FOR THE YEAR ENDING	
			JUNE 30, 2009	
145595	02/25/2010	WIGHT & COMPANY	INVOICE DATE JAN 30, 2010	81,229.09
			APPLICATION FOR PAYMENT NO. 2	
			WCS PROJECT NO 07-4825-35	
			SUMMER 2010 LIFE SAFETY &	
			RENOVATION WORK	

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
145595	02/25/2010	WIGHT & COMPANY	INVOICE DATE JAN 24, 2010 FOR PERIOD 1/1 - 1/24/2010 PROJECT 05-4825-36 AHERA ASBESTOS THREE YEAR RE-INSPECTION & 6 MO. SURVEILLANCES	5,600.00
145596	02/25/2010	WITHAM, CHERYL	REIMB FOR CONF & TRAVEL EXPENSES HSBO'S EXEC LEADERSHIP, ORLANDO, FL 2/4 - 6/10	333.30
145597	02/25/2010	WORKPLUS OCCUPATIONAL HEALTH-RHC	JAN SPED BUS PERMITS PHYSICALS	145.00
145598	02/25/2010	WOYTEK, PATRICIA	SPED SOCIAL WORK SERVICES	1,725.00
145599	02/25/2010	XEROX CORP	JAN BASE CHARGE FOR SER#NWL-046810	433.54

Totals for checks 898,447.93



## FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION FUND	399,979.05	0.00	207,077.68	607,056.73
14	CAFETERIA FUND	9,027.10	0.00	17.15	9,044.25
15	BOOKSTORE FUND	1,371.88	0.00	0.00	1,371.88
20	OPERATIONS & MAINTENANCE	28,155.47	0.00	72,136.61	100,292.08
22	RESTRICTED BUILDING FUND	0.00	0.00	81,229.09	81,229.09
30	BOND & INTEREST FUND	0.00	0.00	2,750.00	2,750.00
40	TRANSPORTATION FUND	0.00	0.00	7,876.45	7,876.45
50	ILL MUN RET FUND	71,396.79	0.00	0.00	71,396.79
80	TORT IMMUNITY FUND	0.00	0.00	17,405.00	17,405.00
84	ACTIVITY FUND	25.66	0.00	0.00	25.66
***	Fund Summary Totals ***	509,955.95	0.00	388,491.98	898,447.93

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

IMPREST		CHECK	INVOICE	
CHECK #	VENDOR	DATE	AMOUNT	DESCRIPTION
30274	DOWNERS GROVE SOUTH HS	02/11/2010	140.00	IHSA SECTIONAL SPEECH ENTRY FEES FOR 2/13/10
Totals for checks			140.00	

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION FUND	0.00	0.00	140.00	140.00
***	Fund Summary Totals ***	0.00	0.00	140.00	140.00

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

ACTIVITY		CHECK	INVOICE	
CHECK #	VENDOR	DATE	AMOUNT	DESCRIPTION
5160	BOB ROGER'S TRAVEL	02/17/2010	15,000.00	1/2 BALANCE DUE FOR GOSPEL CHOIR TRIP
5161	CHARTWELL'S DINING SERVICE	02/17/2010	120.00	YOUTH CONFERENCE 3/10
5162	CRANE, PATRICIA	02/17/2010	185.79	REIMB FOR BEST BUDDIES BOWLING OUTING EXPENSES
5163	DOMINICAN UNIVERSITY	02/17/2010	180.00	YOUTH CONFERENCE 3/10
5164	GORMAN, HANNAH	02/17/2010	72.68	REIMB FOR K O H EXPENSES
5165	GRAPHIC EDGE	02/17/2010	1,177.07	BOYS TRACK SPIRIT ITEMS
5165	GRAPHIC EDGE	02/17/2010	286.29	BOYS TRACK SPIRIT ITEMS
5165	GRAPHIC EDGE	02/17/2010	331.45	BOYS TRACK SPIRIT ITEMS
5166	HEININGER, LEBANN	02/17/2010	154.33	REIMB FOR K O H PLASTIC BUBBLES
5167	I.WEISS	02/17/2010	9,715.00	Auditorium drapes
5168	MILAD, HANNAH	02/17/2010	83.84	REIMB FOR K O H EXPENSES
5169	MITROVICH, BECKY	02/17/2010	352.20	REIMB FOR KOH EXPENSES
5170	OFFICE DEPOT	02/17/2010	16.00	Gospel Choir Equipment
5171	OPRFHS SCHOLARSHIP FOUNDATION	02/17/2010	1,500.00	TO REMIT MONEY FROM LIFESOURCE TO SCHOLARSHIP FOUNDATION
5172	QUINN, PETER	02/17/2010	16.48	REIMB FOR REPAIR PIECE FOR TOUCHPADS - SWIM
5173	RAISOR, ANNA	02/17/2010	200.00	TRIP REFUND LESS NON-REFUNDABLE \$100 - GOSPEL CHOIR TRIP
5174	ROLAND, CARRIE	02/17/2010	255.00	TRIP REFUND LESS NON-REFUNDABLE \$100 - GOSPEL CHOIR TRIP
5175	SALKELD SPORTS INC, DIV OF KESSLER'	02/17/2010	101.98	basketball polo shirts
5175	SALKELD SPORTS INC, DIV OF KESSLER'	02/17/2010	1,469.30	BOYS SWIM SPIRIT GEAR
5176	SANTANA, CHRISTINA	02/17/2010	150.00	PROFESSIONAL SERVICES FEB 4, 8 & 9 FOR SPOKEN WORD
5177	SCHOENBECK, CAROLINA	02/17/2010	84.00	REIMB FOR BEST BUDDIES FOOD 1/31/10
5178	SCHULTHEIS, YUKO	02/17/2010	35.87	REIMB FOR CHINESE CLASS NEW YEAR EVENT EXPENSES
5179	WILSON, MARK	02/17/2010	62.00	REIMB FOR BYU COURSE FEE FOR STUDENT ENRICHMENT
5180	XEROX CORP	02/17/2010	125.95	PTO JANUARY BASE CHARGE SER#TFW-009620
Totals for checks			31,675.23	

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
84	ACTIVITY FUND	31,675.23	0.00	0.00	31,675.23
***	Fund Summary Totals ***	31,675.23	0.00	0.00	31,675.23

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

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

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

TO: Board of Education

FROM: Cheryl Witham

DATE: February 25, 2010

RE: Treasurer's Reports

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

Attached is the Treasurer Report for December, 2009.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To accept the December, 2009 Treasurer's Reports as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. C.

Oak Park & River Forest High School District 200  
Treasurers Report  
December 31, 2009

<u>Funds</u>	<u>Opening Cash Balance 12/01/09</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Adjustments to Cash (JE's)</u>	<u>Ending Cash Balance 12/31/09</u>	<u>% of Total</u>
10 Education	52,004,079.61	13,635,342.68	(3,097,148.94)	(311,457.54)	62,230,815.81	70.59%
14 Food Service	302,989.49	201,815.85	(186,010.52)	(12,035.37)	306,759.45	0.35%
15 Book Store	290,201.48	17,199.36	(15,245.51)	(2,155.31)	290,000.02	0.33%
<b>Total - Education Fund</b>	<b>52,597,270.58</b>	<b>13,854,357.89</b>	<b>(3,298,404.97)</b>	<b>(325,648.22)</b>	<b>62,827,575.28</b>	<b>71.26%</b>
20 Operations, Building & Maintenance	7,790,961.16	1,678,251.38	(435,995.77)	(47,266.03)	8,985,950.74	10.19%
30 Bond & Interest Fund	(181,287.20)	866,681.60	-	-	685,394.40	0.78%
40 Transportation Fund	1,864,945.02	259,086.14	(104,397.78)	(47.00)	2,019,586.38	2.29%
50 IMRF & SS Fund	1,151,328.72	634,583.65	(134,316.79)	51.08	1,651,646.66	1.87%
70 Working Cash	5,587,726.26	1,305,763.63	-	-	6,893,489.89	7.82%
80 Tort Immunity	1,564,113.64	354,936.16	(19,730.46)	-	1,899,319.34	2.15%
81 Dental Self Insurance	159,658.49	2,074.99	(27,155.40)	34,138.51	168,716.59	0.19%
82 Medical Self Insurance	2,245,308.04	14,384.78	(236,664.85)	339,121.41	2,362,149.38	2.68%
83 Workers' Comp Self Insurance	15,857.04	-	-	-	15,857.04	0.02%
84 Harris - PMA	346,474.33	17,393.67	(12,096.93)	(80,349.75)	271,421.32	0.31%
84 Park National	186,792.11	46,486.67	(26,763.97)	80,000.00	286,514.81	0.32%
<b>Total - Activity Funds</b>	<b>533,266.44</b>	<b>63,880.34</b>	<b>(38,860.90)</b>	<b>(349.75)</b>	<b>557,936.13</b>	<b>0.63%</b>
90 Fire Prevention & Safety	(164,303.81)	353,619.22	(94,266.87)	-	95,048.54	0.11%
<b>Total - All Funds</b>	<b>\$ 73,164,844.38</b>	<b>\$ 19,387,619.78</b>	<b>\$ (4,389,793.79)</b>	<b>\$ -</b>	<b>\$ 88,162,670.37</b>	<b>100.00%</b>

**Summary of adjustments to cash:**

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

Oak Park & River Forest High School District 200  
Cash and Investments  
December 31, 2009

	<u>Account Balance</u>	<u>Treasurer's Control</u>	<u>% of Total</u>
<b>Harris Bank Comingled Account (treas ofc.)</b>			
Statement CTTO	126,015.94		
Less: Outstanding Checks	-		
Plus: Deposits in Transit	-		
Adjusted	<u>126,015.94</u>	126,015.94	0.14%
<b>Park National Student Activity Account</b>			
Statement Balance	290,551.93		
Less: Outstanding Checks	(4,037.12)		
Plus: Deposits in Transit	-		
Adjusted	<u>286,514.81</u>		0.32%
<b>Harris ISDLAF Account (Liquid &amp; Max)</b>			
Statement Balance	88,249,159.83		
Less: Outstanding Checks	(576,679.72)		
Plus: Deposits in Transit	8,877.14		
Adjusted	<u>87,681,357.25</u>		99.45%
<b>Park National Imprest Account</b>			
Statement Balance	22,466.67		
Less: Outstanding Checks	(1,084.30)		
Plus: Deposits in Transit	-		
Adjusted	<u>21,382.37</u>		0.02%
<b>Petty Cash</b>	<u>7,400.00</u>		0.01%
<b>Workers Compensation Escrow</b>	<u>40,000.00</u>		0.05%
<b>Total Cash and Investments</b>	<b>\$ 88,162,670.37</b>	<b>\$ 126,015.94</b>	<b>100.00%</b>

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



**Oak Park & River Forest High School District 200**  
**Schedule of Investments**  
**December 31, 2009**

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	Average Interest Rate *	Investment Value 12/31/09	% of Total	Prior Month % of Total
<b><u>By Financial Institution</u></b>				
Harris ISDLAF - Liquid MM	0.08%	1,333,304.71	1.51%	12.86%
Harris ISDLAF - Max MM	0.28%	9,593,555.12	10.86%	10.45%
Harris ISDLAF - CD's	0.82%	77,322,300.00	87.49%	76.51%
Harris - CTTO MM	*	126,015.94	0.14%	0.17%
<b>Total All Investments by Institution</b>		<b><u>88,375,175.77</u></b>	<b>100.00%</b>	<b>100.00%</b>

	Average Interest Rate *	Investment Value 12/31/09	% of Total	Prior Month % of Total
<b><u>By Investment Type</u></b>				
CD's	0.82%	77,322,300.00	87.49%	76.51%
Money Market	0.18%	11,052,875.77	12.51%	23.49%
<b>Total All Investments by Type</b>		<b><u>88,375,175.77</u></b>	<b>100.00%</b>	<b>100.00%</b>

	Average Interest Rate *	Investment Value 12/31/09	% of Total	Prior Month % of Total
<b><u>By Maturity Age</u></b>				
1 month	1.90%	4,100,000.00	4.64%	6.83%
2 months	1.50%	3,500,000.00	3.96%	5.59%
3 months	2.04%	10,000,000.00	11.32%	4.77%
4-6 months	0.50%	10,331,300.00	11.69%	19.21%
7-9 months	0.77%	20,591,000.00	23.30%	16.82%
10-12 months	0.43%	20,600,000.00	23.31%	15.12%
1 year +	0.63%	8,200,000.00	9.28%	8.18%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.18%	11,052,875.77	12.51%	23.49%
<b>Total Investments</b>		<b><u>88,375,175.77</u></b>	<b>100.00%</b>	<b>100.00%</b>

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

***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: February 25, 2010  
RE: Financial Reports

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

Attached are the Financial Reports for December, 2009.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the December, 2009 Financial Reports as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. B.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2009**

**Education Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Original</b>	<b>Fiscal to Date</b>	
	<b>2008-2009</b>	<b>December 31</b>	<b>%</b>	<b>Budget</b>	<b>December 31</b>	<b>%</b>
	<b>2008-2009</b>	<b>2008</b>		<b>2009-2010</b>	<b>2009</b>	
<b><i>Receipts</i></b>						
Property Taxes	44,164,908	22,333,430	50.6%	44,221,578	22,949,760	51.9%
Other Local Sources	1,981,881	1,230,350	62.1%	3,400,620	1,818,537	53.5%
State Sources	2,690,855	1,414,009	52.5%	2,416,324	1,266,636	52.4%
Federal Sources	1,889,503	770,355	40.8%	2,467,161	1,008,095	40.9%
Transfers/Other	-	-	N/A	-	-	N/A
	<u>50,727,147</u>	<u>25,748,144</u>	50.8%	<u>52,505,683</u>	<u>27,043,028</u>	51.5%
<b><i>Expenditures</i></b>						
General Instruction	19,702,602	7,722,128	39.2%	20,572,513	7,240,975	35.2% 1
Special Education	5,003,467	1,913,857	38.3%	5,592,252	2,051,635	36.7%
Adult Education	19,910	6,000	30.1%	20,282	6,000	29.6%
Vocational Programs	249,593	146,291	58.6%	417,685	161,771	38.7% 2
Interscholastic Programs	1,951,064	828,362	42.5%	2,055,238	802,732	39.1%
Summer School	240,965	128,070	53.1%	309,488	164,353	53.1%
Drivers Education	688,371	257,617	37.4%	761,763	267,663	35.1%
Other Instructional	2,897,717	936,695	32.3%	2,966,188	1,047,367	35.3% 3
Support Svcs. - Pupil	6,436,368	2,452,841	38.1%	7,144,050	2,573,819	36.0%
Support Svcs. - Admin.	4,817,602	2,161,368	44.9%	4,653,551	2,103,540	45.2%
Transfers	-	-	N/A	-	-	N/A
	<u>42,007,660</u>	<u>16,553,229</u>	39.4%	<u>44,493,010</u>	<u>16,419,855</u>	36.9%
Change in Fund Balance	8,719,488	9,194,915		8,012,673	10,623,173	
Beginning Balance	<u>43,852,612</u>	<u>43,852,612</u>		<u>52,572,100</u>	<u>52,572,100</u>	
Ending Balance	<u>52,572,100</u>	<u>53,047,527</u>		<u>60,584,773</u>	<u>63,195,273</u>	

1. Prior year numbers include 10 faculty payrolls and current year only include 9.

2. Expenditures for POET summer youth work grant were less than anticipated.

3. Private facility tuition was billed to the District more timely in the current year.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2009**

**Bookstore Fund**

	<u>Audited</u> <u>2008-2009</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2008</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>
<i>Receipts</i>						
Other Local Sources	853,433	608,377	71.3%	899,427	571,508	63.5% 1
	853,433	608,377	71.3%	899,427	571,508	63.5%
<i>Expenditures</i>						
Support Svcs. - Other	850,404	608,303	71.5%	895,999	661,265	73.8%
	850,404	608,303	71.5%	895,999	661,265	73.8%
Change in Fund Balance	3,029	74		3,428	(89,757)	
Beginning Balance	692,810	692,810		695,839	695,839	
Ending Balance	695,839	692,884		699,267	606,082	

1. The District has had an increase in the number of students who qualify for free or reduced textbooks.

**Cafeteria Fund**

	<u>Audited</u> <u>2008-2009</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2008</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>December 31</u> <u>2009</u>	<u>%</u>
<i>Receipts</i>						
Other Local Sources	2,015,691	894,343	44.4%	2,084,204	843,563	40.5%
State Sources	15,198	6,627	43.6%	7,812	6,649	85.1%
Federal Sources	251,914	90,941	36.1%	249,266	67,646	27.1%
	2,282,803	991,911	43.5%	2,341,282	917,858	39.2%
<i>Expenditures</i>						
Support Svcs. - Admin.	2,297,317	956,924	41.7%	2,309,947	856,143	37.1%
	2,297,317	956,924	41.7%	2,309,947	856,143	37.1%
Change in Fund Balance	(14,514)	34,987		31,335	61,715	
Beginning Balance	288,795	288,795		274,281	274,281	
Ending Balance	274,281	323,782		305,616	335,996	

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2009**

**Operations and Maintenance Fund**

	<b>Audited 2008-2009</b>	<b>Fiscal to Date December 31 2008</b>	<b>%</b>	<b>Original Budget 2009-2010</b>	<b>Fiscal to Date December 31 2009</b>	<b>%</b>
<i><b>Receipts</b></i>						
Property Taxes	5,135,149	2,605,337	50.7%	5,732,755	2,783,088	48.5%
Other Local Sources	1,509,893	752,840	49.9%	1,073,525	697,604	65.0% 1
Transfers	22,799	-	0.0%	48,480	-	0.0%
	<u>6,667,841</u>	<u>3,358,177</u>	<u>50.4%</u>	<u>6,854,760</u>	<u>3,480,692</u>	<u>50.8%</u>
<i><b>Expenditures</b></i>						
Support Svcs. - Admin.	6,227,164	3,241,453	52.1%	6,198,860	3,311,149	53.4%
	<u>6,227,164</u>	<u>3,241,453</u>	<u>52.1%</u>	<u>6,198,860</u>	<u>3,311,149</u>	<u>53.4%</u>
Change in Fund Balance	440,677	116,724		655,900	169,543	
Beginning Balance	8,603,680	8,603,680		9,044,357	9,044,357	
Ending Balance	<u>9,044,357</u>	<u>8,720,404</u>		<u>9,700,257</u>	<u>9,213,900</u>	

1. Replacement tax collections have been greater than anticipated in the budget.

**Life Safety Fund**

	<b>Audited 2008-2009</b>	<b>Fiscal to Date December 31 2008</b>	<b>%</b>	<b>Original Budget 2009-2010</b>	<b>Fiscal to Date December 31 2009</b>	<b>%</b>
<i><b>Receipts</b></i>						
Property Taxes	1,088,490	533,981	49.1%	1,734,662	609,894	35.2%
Other Local Sources	6,089	2,675	43.9%	3,045	513	16.8%
	<u>1,094,579</u>	<u>536,656</u>	<u>49.0%</u>	<u>1,737,707</u>	<u>610,407</u>	<u>35.1%</u>
<i><b>Expenditures</b></i>						
Support Svcs. - Business	427,713	238,029	55.7%	963,537	862,829	89.5% 1
Transfers	616,525	-	0.0%	618,263	-	0.0%
	<u>1,044,238</u>	<u>238,029</u>	<u>22.8%</u>	<u>1,581,800</u>	<u>862,829</u>	<u>54.5%</u>
Change in Fund Balance	50,342	298,627		155,907	(252,422)	
Beginning Balance	304,795	304,795		355,137	355,137	
Ending Balance	<u>355,137</u>	<u>603,422</u>		<u>511,044</u>	<u>102,715</u>	

1. Summer life safety projects were paid monthly rather than being billed completely at the end.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2009**

**Bond and Interest Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Original</b>	<b>Fiscal to Date</b>	
	<b>2008-2009</b>	<b>December 31</b>	<b>%</b>	<b>Budget</b>	<b>December 31</b>	<b>%</b>
	<b>2008</b>	<b>2009</b>	<b>2009-2010</b>	<b>2009</b>		
<i><b>Receipts</b></i>						
Property Taxes	2,922,267	1,518,576	52.0%	2,958,262	1,499,630	50.7%
Other Local Sources	22,799	14,788	64.9%	48,480	25,176	51.9%
Transfer	616,525	-	0.0%	618,263	-	0.0%
	<u>3,561,591</u>	<u>1,533,364</u>	<u>43.1%</u>	<u>3,625,005</u>	<u>1,524,806</u>	<u>42.1%</u>
<i><b>Expenditures</b></i>						
Debt Service	3,482,804	3,277,370	94.1%	3,482,174	3,288,944	94.5%
Transfers	22,799	-	0.0%	48,480	-	0.0%
	<u>3,505,603</u>	<u>3,277,370</u>	<u>93.5%</u>	<u>3,530,654</u>	<u>3,288,944</u>	<u>93.2%</u>
Change in Fund Balance	55,988	(1,744,006)		94,351	(1,764,138)	
Beginning Balance	<u>2,412,901</u>	<u>2,412,901</u>		<u>2,468,889</u>	<u>2,468,889</u>	
Ending Balance	<u>2,468,889</u>	<u>668,895</u>		<u>2,563,240</u>	<u>704,751</u>	

**Transportation Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Original</b>	<b>Fiscal to Date</b>	
	<b>2008-2009</b>	<b>December 31</b>	<b>%</b>	<b>Budget</b>	<b>December 31</b>	<b>%</b>
	<b>2008</b>	<b>2009</b>	<b>2009-2010</b>	<b>2009</b>		
<i><b>Receipts</b></i>						
Property Taxes	828,502	424,371	51.2%	878,289	444,525	50.6%
Other Local Sources	24,237	14,754	60.9%	40,964	28,932	70.6%
State Sources	728,472	362,783	49.8%	650,354	380,772	58.5%
	<u>1,581,211</u>	<u>801,908</u>	<u>50.7%</u>	<u>1,569,607</u>	<u>854,229</u>	<u>54.4%</u>
<i><b>Expenditures</b></i>						
Support Srvs. - Business	1,367,241	519,981	38.0%	1,488,837	567,575	38.1%
	<u>1,367,241</u>	<u>519,981</u>	<u>38.0%</u>	<u>1,488,837</u>	<u>567,575</u>	<u>38.1%</u>
Change in Fund Balance	213,970	281,927		80,770	286,654	
Beginning Balance	<u>1,900,877</u>	<u>1,900,877</u>		<u>2,114,847</u>	<u>2,114,847</u>	
Ending Balance	<u>2,114,847</u>	<u>2,182,804</u>		<u>2,195,617</u>	<u>2,401,501</u>	

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2009**

**Illinois Municipal Retirement/Social Security Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Original</b>	<b>Fiscal to Date</b>	
	<b>2008-2009</b>	<b>December 31</b>	<b>%</b>	<b>Budget</b>	<b>December 31</b>	<b>%</b>
	<b>2008</b>	<b>2008</b>		<b>2009-2010</b>	<b>2009</b>	
<b>Receipts</b>						
Property Taxes	2,044,839	1,049,421	51.3%	2,209,285	1,094,796	49.6%
Other Local Sources	89,867	7,319	8.1%	95,721	16,909	17.7%
	<u>2,134,706</u>	<u>1,056,740</u>	<u>49.5%</u>	<u>2,305,006</u>	<u>1,111,705</u>	<u>48.2%</u>
<b>Expenditures</b>						
General Instruction	295,293	110,819	37.5%	364,875	122,474	33.6%
Special Education	190,401	71,971	37.8%	211,798	66,180	31.2%
Vocational Programs	19,569	7,856	40.1%	24,675	12,229	49.6%
Interscholastic Programs	120,653	53,367	44.2%	119,993	44,708	37.3%
Summer School	7,329	4,043	55.2%	808	5,308	656.9% 1
Drivers Education	4,865	1,947	40.0%	7,467	2,015	27.0%
Other Instructional	1,199	446	37.2%	1,021	439	43.0%
Support Srvs. - Pupil	336,739	139,145	41.3%	390,326	126,640	32.4%
Support Srvs. - Admin.	866,120	432,512	49.9%	885,889	387,496	43.7%
	<u>1,842,167</u>	<u>822,106</u>	<u>44.6%</u>	<u>2,006,852</u>	<u>767,489</u>	<u>38.2%</u>
Change in Fund Balance	292,539	234,634		298,154	344,216	
Beginning Balance	<u>1,031,102</u>	<u>1,031,102</u>		<u>1,323,641</u>	<u>1,323,641</u>	
Ending Balance	<u>1,323,641</u>	<u>1,265,736</u>		<u>1,621,795</u>	<u>1,667,857</u>	

1. Budget does not take into account IMRF benefits for summer school TA's. This will be amended in the spring.

**Working Cash Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Original</b>	<b>Fiscal to Date</b>	
	<b>2008-2009</b>	<b>December 31</b>	<b>%</b>	<b>Budget</b>	<b>December 31</b>	<b>%</b>
	<b>2008</b>	<b>2008</b>		<b>2009-2010</b>	<b>2009</b>	
<b>Receipts</b>						
Property Taxes	1,031,330	480,722	46.6%	1,089,966	516,955	47.4%
Other Local Sources	62,643	37,078	59.2%	117,249	83,187	70.9%
Bond Proceeds	-	-	N/A	-	1,000,000	N/A 1
	<u>1,093,973</u>	<u>517,800</u>	<u>47.3%</u>	<u>1,207,215</u>	<u>1,600,142</u>	<u>132.5%</u>
<b>Expenditures</b>						
Transfers	-	-	N/A	-	-	N/A
	<u>-</u>	<u>-</u>	<u>N/A</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
Change in Fund Balance	1,093,973	517,800		1,207,215	1,600,142	
Beginning Balance	<u>4,206,977</u>	<u>4,206,977</u>		<u>5,300,950</u>	<u>5,300,950</u>	
Ending Balance	<u>5,300,950</u>	<u>4,724,777</u>		<u>6,508,165</u>	<u>6,901,092</u>	

1. Proceeds from sale of bonds will be transferred to the O&M fund.

**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2009**

**Tort Immunity Fund**

	<b>Audited 2008-2009</b>	<b>Fiscal to Date December 31 2008</b>	<b>%</b>	<b>Original Budget 2009-2010</b>	<b>Fiscal to Date December 31 2009</b>	<b>%</b>
<b><i>Receipts</i></b>						
Property Taxes	1,137,610	585,888	51.5%	1,184,844	610,537	51.5%
Other Local Sources	18,847	10,059	53.4%	15,000	22,014	146.8%
	<u>1,156,457</u>	<u>595,947</u>	<u>51.5%</u>	<u>1,199,844</u>	<u>632,551</u>	<u>52.7%</u>
<b><i>Expenditures</i></b>						
Support Svcs. - Admin.	894,193	718,695	80.4%	1,013,645	652,830	64.4% 1
	<u>894,193</u>	<u>718,695</u>	<u>80.4%</u>	<u>1,013,645</u>	<u>652,830</u>	<u>64.4%</u>
Change in Fund Balance	262,264	(122,748)		186,199	(20,279)	
Beginning Balance	<u>1,655,512</u>	<u>1,655,512</u>		<u>1,917,776</u>	<u>1,917,776</u>	
Ending Balance	<u>1,917,776</u>	<u>1,532,764</u>		<u>2,103,975</u>	<u>1,897,497</u>	

1. Decrease due to lower cost for worker's compensation insurance premium in the current year.

**Dental Self Insurance Fund**

	<b>Audited 2008-2009</b>	<b>Fiscal to Date December 31 2008</b>	<b>%</b>	<b>Original Budget 2009-2010</b>	<b>Fiscal to Date December 31 2009</b>	<b>%</b>
<b><i>Receipts</i></b>						
Insurance Premiums	418,388	163,430	39.1%	453,053	158,711	35.0%
Other Local Sources	1,917	1,150	60.0%	2,000	2,356	117.8%
	<u>420,304</u>	<u>164,580</u>	<u>39.2%</u>	<u>455,053</u>	<u>161,067</u>	<u>35.4%</u>
<b><i>Expenditures</i></b>						
Staff Services	434,677	213,265	49.1%	453,053	159,138	35.1% 1
Change in Fund Balance	(14,372)	(48,685)		2,000	1,929	
Beginning Balance	<u>157,772</u>	<u>157,772</u>		<u>143,400</u>	<u>143,400</u>	
Ending Balance	<u>143,400</u>	<u>109,087</u>		<u>145,400</u>	<u>145,329</u>	

1. Dental claims have been less each month of fiscal 2010 compared to 2009.



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**December 2009**

**Medical Self Insurance Fund**

	<b><u>Audited</u></b> <b><u>2008-2009</u></b>	<b><u>Fiscal to Date</u></b> <b><u>December 31</u></b> <b><u>2008</u></b>	<b><u>%</u></b>	<b><u>Original</u></b> <b><u>Budget</u></b> <b><u>2009-2010</u></b>	<b><u>Fiscal to Date</u></b> <b><u>December 31</u></b> <b><u>2009</u></b>	<b><u>%</u></b>
<i><b>Receipts</b></i>						
Insurance Premiums	4,178,002	2,082,767	49.9%	4,378,763	2,095,748	47.9%
Other Local Sources	20,467	11,633	56.8%	15,000	33,126	220.8%
	<u>4,198,469</u>	<u>2,094,400</u>	49.9%	<u>4,393,763</u>	<u>2,128,874</u>	48.5%
<i><b>Expenditures</b></i>						
Staff Services	<u>3,404,305</u>	<u>1,685,534</u>	49.5%	<u>4,378,763</u>	<u>1,533,317</u>	35.0% 1
Change in Fund Balance	794,164	408,866		15,000	595,557	
Beginning Balance	<u>800,804</u>	<u>800,804</u>		<u>1,594,968</u>	<u>1,594,968</u>	
Ending Balance	<u>1,594,968</u>	<u>1,209,670</u>		<u>1,609,968</u>	<u>2,190,525</u>	

1. Prescription drug claims and medical claims have been less than in the prior year.

**Self-Insurance Workers' Comp Fund**

	<b><u>Audited</u></b> <b><u>2008-2009</u></b>	<b><u>Fiscal to Date</u></b> <b><u>December 31</u></b> <b><u>2008</u></b>	<b><u>%</u></b>	<b><u>Original</u></b> <b><u>Budget</u></b> <b><u>2009-2010</u></b>	<b><u>Fiscal to Date</u></b> <b><u>December 31</u></b> <b><u>2009</u></b>	<b><u>%</u></b>
<i><b>Receipts</b></i>						
Insurance Premiums	-	-	N/A	-	-	N/A
Other Local Sources	-	-	N/A	-	-	N/A
Transfers	-	-	N/A	-	-	N/A
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
<i><b>Expenditures</b></i>						
Staff Services	<u>-</u>	<u>(15,676)</u>	N/A	<u>-</u>	<u>-</u>	N/A
Change in Fund Balance	-	15,676		-	-	
Beginning Balance	<u>15,857</u>	<u>15,857</u>		<u>15,857</u>	<u>15,857</u>	
Ending Balance	<u>15,857</u>	<u>31,533</u>		<u>15,857</u>	<u>15,857</u>	

Note: Negative amount in prior year relates to premium refund from SELF for the years 1991 - 2003 which were closed out by SELF.

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

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

pjansen

TO: Board of Education

FROM: John Stelzer/Tim Keeley

DATE: February 25, 2010

RE: Executive Bid Summary for Fall 2010 Athletic Uniforms

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## **BACKGROUND**

On February 2, 2010, bids were solicited for fall athletic uniforms. Items in this bid include Football uniforms, Girls Swimming warm-ups, Girls Volleyball uniforms, Wrestling singlets, Wrestling warm-ups, Boys Swimming warm-ups and Boys Baseball warm-up jackets.. Team uniforms are on a revolving 4-year replacement schedule that will allow for OPRFHS athletes to have high quality competition wear while amortizing the expense of new uniforms over a reasonable period of time.

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

## **SUMMARY OF FINDINGS**

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

### **GENERAL REQUIREMENTS**

SIGNED PRICE SHEET  
REFERENCES PROVIDED  
NON-COLLUSION AFFIDAVIT  
PROJECT QUALIFICATION FORM

### **Boathouse**

YES  
YES  
YES  
YES

### **Salkeld**

YES  
YES  
YES  
YES

### **PRICING**

FOOTBALL UNIFORMS  
GIRLS SWIMMING WARM-UPS  
GIRLS VOLLEYBALL UNIFORMS  
WRESTLING SINGLETS  
WRESTLING WARM-UPS  
BOYS SWIMMING WARM-UPS  
BOYS BASEBALL WARM-UPS

### **Boathouse**

\$ 7,000.00(A)  
NO BID  
NO BID  
NO BID  
\$ 2,664.00  
NO BID  
NO BID

### **Salkeld**

\$ 10,500.00  
\$ 1,792.00  
\$ 920.00  
\$ 1608.00  
\$ 4,440.00  
\$ 1,792.00  
\$ 2,212.00

(A) Did not meet product specifications

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

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

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To award the following recommendations:

- Award the Wrestling warm-ups to Boathouse Sports. The District has worked with Boathouse on several sportswear items over the years and have found them to be a quality vendor.
- Award the Football uniforms to Salkeld Sports. The apparent low-bidder, Boathouse, provided samples of the product that they quoted. The Athletic Director found them to not be comparable to the specified product. The particular brand that was specified has not been on the market long enough for the District to confirm the product's long-term wear. Specific references for the product were not available at the time of the bid.
- Award the remaining items to Salkeld Sports. The District has worked with Salkeld on several sportswear items over the past five years and have found them to be a quality vendor.

ROLL CALL VOTE

AGENDA ITEM VIII. D.

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

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

TO: Board of Education  
FROM: Robert Zummallen  
DATE: February 25, 2010  
RE: Enernoc Contract

---

**BACKGROUND**

Enernoc is a company that provides Demand Response Programs for businesses and schools. They are located in Glen Ellyn. A presentation was given by Dan Docel, Business Development Manager for Enernoc at the February 16<sup>th</sup> Finance meeting.

**SUMMARY OF FINDINGS**

Enernoc will provide an annual income from Electrical curtailment for the School District in the amount of \$12,720. The projections are in the attached proposal.

**RECOMMENDATIONS**

MOTION: To accept the proposal from Enernoc as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. E.



To: Robert Zummallen, OPRFHS  
 From: Brian Gallagher

January 26, 2010  
 Re: Summary of EnerNOC's proposal for OPRFHS

Bob, to recap our discussions:

As we've discussed, EnerNOC offers OPRFHS a no cost, no risk opportunity to earn \$26,000 to \$30,000 or more over the next three years by supporting a reliable electric grid. The advantages of EnerNOC include:

1. **Financial Strength** EnerNOC is the market leader in Demand Response solutions. By any financial standard, EnerNOC is the leading non utility provider. The lack of liquidity of some of our competitors calls into question the ability to pay revenues when they are due to clients. One of my contacts recently told me he checked D&B on EnerNOC and our other local competitor and we were far more creditworthy. Unlike other providers, EnerNOC has no debt and does not pledge revenues from the grid as collateral to their third party lenders. We've never been late on a contractual payment. We have a blue chip client base, and respectfully suggest that the leading office building manager in North America (if not the world) should partner with the leading Demand Response provider.

From Yahoo Financial Webpage			
	EnerNOC	COMV	Energy Connect
Market Cap:	803.57M	278.52M	7.17M
Employees:	370	450	30
Qtrly Rev Growth (yoy):	133.60%	36.70%	-11.00%
Revenue (ttm):	183.61M	91.02M	21.0M
Gross Margin (ttm):	46.46%	41.69%	34.50%
Cash on Hand (3Q 09) (000's)	\$ 137,800	\$ 50,800	\$ 1,600
Net Assets (3Q 09) (000's)	\$ 183,000	\$ 29,259	\$ 611

2. **Technological Advantages** EnerNOC provides PowerTrak, an on site server which provides visibility into real time electrical usage. This allows EnerNOC to guide our clients through a test or event in real time. Our clients have access to PowerTrak via the internet year round. Many of them use Power Trak to reduce electrical costs on a regular basis. This is the beginning of a "Smart Grid" solution which is provided to you at no cost.
3. **Emphasis on Real Time Support due to 2010 PLC methodology** As you've now seen ComEd's PLC calculation for 2010 did not include a "weather adjustment" as it did in 2009. Therefore, in most cases, your PLC's will approximate your peak summer loads. For you to maximize the benefit of the highest \$/MW paid by PJM in ComEd in the program's history (\$63,000 vs 09's \$37,000), Real Time insight into your one hour test event or (unlikely) emergency event will be critical. Only EnerNOC offers Power Trak, at our cost, to give you this insight.
4. **Economic Program** EnerNOC offers complete participation in the PJM Economic program in addition to the capacity program. Real time prices, as you know, have been relatively low. Therefore, there is little opportunity in this program at the moment. However, assuming Real Time prices will make this program economically rewarding, EnerNOC offers the same opportunity as other providers.
5. **No Cost or Risk for Non Performance** There is absolutely no cost or risk to your buildings to participate in the EnerNOC demand response programs – Economic or Capacity (described below). EnerNOC installs Power Trak at its cost. There are no monthly fees either, and if your building does not achieve the reduction targeted, EnerNOC bears the out of pocket risk. ComEd doubles the total commitment (of events and hours) and would pass any penalty through to you on your monthly bill. (see box at right)

From the ComEd pdf describing ComEd's comparable program:

Penalty for participant's failure to interrupt.

The participant will be responsible for any penalties or other economic consequences assessed to the Company by PJM as a result of the Participant's failure to comply with an Event initiated by PJM or the Company.

6. **More revenue from EnerNOC** Finally, per the chart Below, we will pay you based upon your targeted reduction, and still offer Power Trak and our financial security – an estimated \$43,000 per MW benefit at no cost or risk over three years, with a limited window of performance – **excluding the period after August 20 of each year.**

You earn revenue based upon the amount of Kilowatt Hours (KWH) you target to reduce when called  
EnerNOC clients without backup generators generally target 15-20% of their peak load, or more. 40.0%

KWH Reduction targeted	400	500	600	700	800	900	1,000
Net to you - 2010	\$ 10,176	\$ 12,720	\$ 15,264	\$ 17,808	\$ 20,352	\$ 22,896	\$ 25,440
Net to you - 2011	\$ 6,400	\$ 8,000	\$ 9,600	\$ 11,200	\$ 12,800	\$ 14,400	\$ 16,000
Net to you - 2012	\$ 960	\$ 1,200	\$ 1,440	\$ 1,680	\$ 1,920	\$ 2,160	\$ 2,400
3 year total	\$ 17,536	\$ 21,920	\$ 26,304	\$ 30,688	\$ 35,072	\$ 39,456	\$ 43,840

7. **Obligations under the program**

To recap, the program is intended to relieve primarily weather related stress on the grid by registering large electrical users willing to reduce their electrical load (in lieu of using more natural gas peaker plants to avoid blackouts).

The pure obligation is up to 10 separate 6 hour events, between 11am and 7pm, Monday to Friday, from June 1 to Sept. 30 (**normally – but we will limit your participation to June 1 to Aug 20 of each year for a special split of 40/60.**)

Because no events have been called, PJM instituted a one hour test in 2009 to validate facilities registrations (i.e., you must pass a one hour test to establish the amount you registered for a possible 6 hour event is in good faith). If you fail either the 6 hour emergency events or the one hour test, the payments you may have received will be reduced. If you fail the one hour test badly enough, PJM may assess an out of pocket penalty.

**Note EnerNOC will absorb any penalty, so you have no out of pocket risk with EnerNOC, unlike other providers of this program.**

EnerNOC will use Power Trak, our real time load monitoring system, also available to you over the Internet, to guide you through the one hour test.

In the unlikely event of a 6 hour emergency, you'll get partial credit, and, keep in mind, that if the program isn't successful (in reducing load on the grid), you may black or brown out anyway.

In sum, we'll guide you through a one hour test, at no cost or risk to you, and you'll have the benefit of our Power Trak system year round to better manage your energy consumption.

8. Participating in a Demand Response program should be a no-brainer – it's a sustainable, green energy program that pays you thousands on a no cost, no risk basis to support your community and an reliable electric grid. The key question is – who should your partner be? **We respectfully request that it be EnerNOC.**

I've attached our standard agreement and a comparison with ComEd's version of this program. I'll call to follow up shortly. Thanks for your consideration.

Brian Gallagher **OPRFHS Class of 1977**, Bradley U '81, JMLS '92, Northwestern MBA 2003

January 24, 2010

***EnerNOC comparison to ComEd on key program characteristics:***

Characteristic	EnerNOC	ComEd	Comments
1. Is the client at Risk of Out of Pocket Charge for Non-Performance?	Under no circumstances are EnerNOC clients exposed to out of pocket penalties. EnerNOC relies on our expertise to guide you to performance, but if unsuccessful, we bear all risk.	From ComEd CLR pdf: However, nonperformance penalties will be assessed to participants not complying with requests for load reductions between June 1 and September 30.	This is a key differentiator among clients who do not wish to be exposed to a 20% out of pocket penalty for non-performance. They choose EnerNOC.
2. What Real Time Metering Support is offered?	EnerNOC offers Power Trak to read meters in 5 minute intervals in Real Time to guide you through the One hour test, any possible event, and to monitor your usage year round via Internet access.	ComEd offers EnergyInsights Online, a monthly depiction of electrical usage, not available in real time to guide you through the test or event.	EnerNOC has installed PowerTrak approximately 5,000 times across the country to provide the highest level of reliability.
3. How much notice does the Client get in advance of event?	EnerNOC's Network Operation Center provides notice 2 hours before an event. Our NOC also monitors grid load daily, and provides early warning when necessary – even a day ahead.	From ComEd CLR pdf: Participants can choose a Short Lead Time (30 minutes minimum) or a Long Lead Time (90 minutes minimum).	Generally, more notice (2hr. vs. 90 minutes) should lead to greater performance with EnerNOC.
4. How many events may be called?	EnerNOC will call no more than the PJM maximum of 10 events, and in negotiated circumstances, may limit the number further.	From ComEd CLR pdf : Participants agree to up to 15 curtailment periods per year beginning June 1 and ending May 31 of the following year.	ComEd may choose to call 5 additional 8 hour events, even if PJM does not require the effort.
5. How long are the possible events?	EnerNOC events mirror the 4-6 hour events called by PJM.	From ComEd CLR pdf :  Participants will be asked to reduce their load no fewer than 2 hours and no more than 8 hours, per curtailment. Interruptions can be called any time between 11:00 am (CST) and 7:00 pm (CST).	ComEd's 8 hour events would obviously be more difficult to satisfy, potentially reducing Client payments.
6. How is the targeted reduction calculated?	EnerNOC studies client ability and compares to comparable facilities. If time permits, EnerNOC performs an acceptance test to validate registration, all aimed to generate maximum revenue for the Client and grid support.	Not certain, but some ComEd prospects have been registered at much lower levels than might have been achievable with the level of analysis EnerNOC provides	Because of EnerNOC's higher probability of success (from Power Trak and NOC support), risk insulation (no 20% penalty) and higher registered KW, more revenue can be earned.
7. What percent of the total is paid?	Because of the higher degree of value and risk assumption, EnerNOC typically retains a higher percentage of the gross than ComEd.	ComEd has offered as much as 100% of the Gross.	In light of the EnerNOC value above, EnerNOC respectfully believes it earns its higher margin.

## Demand Response Services Agreement

This Demand Response Services Agreement (this "Agreement"), effective as of \_\_\_\_\_ 2010 ("Effective Date"), the scope of which is described more fully below, is made by and between EnerNOC, Inc. ("EnerNOC"), located at 101 Federal St., Boston, MA 02110, and Oak Park and River Forest High School Cook Co. District 200 ("Customer"), located at 201 N Scoville, Oak Park, IL 60302. EnerNOC and Customer are defined herein as the Parties ("Parties") to this Agreement.

1. **Term.** This Agreement shall commence on the Effective Date and end on December 31, 2013 (the "Initial Term"); unless extended by the parties' mutual written agreement.
2. **EnerNOC Managed Services**
  - a. **Scope of Services.** EnerNOC agrees to manage Customer's participation in the demand response program(s), as further described in Attachment A-1 attached hereto (each individually the "Program" and collectively, the "Programs"), in accordance with the rules set forth by the applicable independent system/grid operator and/or utility, which are subject to amendment by the applicable independent system/grid operator and/or utility from time to time. EnerNOC will (i) work with Customer to develop an appropriate curtailment plan for Customer's business; (ii) complete all necessary permits and associated reporting on Customer's behalf; (iii) register Customer's Accepted Capacity (as defined in Attachment A-1); (iv) manage Customer's curtailable electrical capacity in the Programs and, upon notification by EnerNOC and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events") via, at Customer's sole discretion, direct load control or manual implementation by Customer, as applicable; and (v) reconcile all Program payments in accordance with the rules set forth by the applicable independent system/grid operator and/or utility and as further described in Attachment A-1. In addition, as necessary, EnerNOC will coordinate with Customer's host utility to capture kilowatt-hour (kWh) pulses from the Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
  - b. **EnerNOC System.** EnerNOC agrees to equip Customer with the EnerNOC system, which includes an EnerNOC Site Server ("ESS") that can, at Customer's sole discretion, enable remote generator start/stop, and/or direct load management, power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. EnerNOC agrees to install, free of charge, in a good and workmanlike manner, EnerNOC Site Servers at each Customer facility address (each a "Site Address") as identified on Attachment A-2 hereto. Subsequent to the date hereof, Attachment A-2 may be updated in writing from time to time by the Parties to reflect additional Site Addresses.
3. **Customer Support Requirements**
  - a. **ESS Installation.** Within fourteen (14) days of execution by Customer of this Agreement, Customer shall provide either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of Site Address' electricity consumption and Demand Response Event performance. EnerNOC shall be responsible for any charges assessed by ComEd in this regard.
  - b. **Acceptance Testing.** Customer agrees to collaborate with EnerNOC in testing the ESS at each Site Address in a timely manner prior to registering with the Program(s).
  - c. **Event Performance.** Customer agrees to use commercially reasonable efforts to generate and/or reduce electrical demand to achieve Accepted Capacity as defined in Attachment A-1 at each Site Address when notified by EnerNOC during Demand Response Events. Customer and EnerNOC understand that the curtailable electrical capacity identified in Attachment A-2 does not represent Accepted Capacity and is solely the Parties' best estimate of performance and that Accepted Capacity may vary.
  - d. **Nondisclosure to Third Parties.** Customer acknowledges that, in its relationship with EnerNOC, it may receive information including (but without limitation): confidential information, business strategies, financial information, information relating to the ESS and the EnerNOC System, and information contained in this Agreement, including the terms of the revenue sharing arrangement described in Attachment A-1 (all collectively "Program information"). Customer shall not disclose any Program Information to any third party or allow any third party access to such Program Information *except as required by law*.
  - e. **Trade Secret Protection Obligations.** Customer shall not alter, reverse engineer, disassemble, decompile or copy the ESS or any other EnerNOC System components and shall not allow any third party to use, access, or examine the ESS or any other EnerNOC System components.
  - f. **Use of Confidential Information.** Customer acknowledges that EnerNOC may receive confidential information of Customer, either through data collected by the ESS and the EnerNOC System or otherwise, which may be disclosed by EnerNOC to the applicable independent system/grid operator and/or utility as solely necessary for the performance of this Agreement.
4. **General Terms**
  - a. **Limitation on Liability.** EnerNOC's liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages shall not exceed the lesser of (i) the total amount paid to Customer under this Agreement during the six-month period immediately preceding the event giving rise to the claim(s) or (ii) \$100,000. All other remedies or damages (at law, in equity, tort, contract, or otherwise) are expressly waived, including any



- indirect, punitive, special, consequential, or incidental damages, lost profit, or other business interruption damages.
- b. **EnerNOC agrees to defend and indemnify, at its own expense, any third party claim against Customer, its parent corporation, affiliates, directors, employees and agents that arise due to any (i) bodily injury, death or damage to tangible personal property to the extent caused by the negligent acts or omissions of EnerNOC or its employees in the performance of this Agreement and (ii) a claim that the EnerNOC System or any goods or services provided by EnerNOC hereunder (so long as the foregoing have not been altered or modified by a party other than EnerNOC) or the use thereof by Customer infringes upon any copyright, trademark, trade secret or proprietary right of any third party. EnerNOC will pay reasonable legal fees as incurred and such damages or costs as are finally awarded against Customer or agreed to in settlement for such claim provided that Customer gives EnerNOC (i) prompt written notice of any such claim or threatened claim, (ii) sole control of the defense, negotiations and settlement of such claim, and (iii) full cooperation in any defense or settlement of the claim.**
  - c. **Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without giving effect to choice of law rules.
  - d. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of EnerNOC. This Agreement contains the entire agreement between Customer and EnerNOC and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and assigns.
  - e. **Force Majeure.** The Parties shall be excused for any failure or delay in the performance of their obligations hereunder due to acts of God or any other legitimate cause beyond their reasonable control.
  - f. **Termination.** **Either Party may terminate this Agreement (i) in the event of the other Party's material breach of this Agreement; provided that the breaching Party fails to cure the specific breach within thirty (30) days following receipt of written notice from the non-breaching Party specifying the purported breach, or (ii) immediately if the Program(s) is materially altered, suspended or ended.**
  - g. **Notices.** Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery company; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section): EnerNOC, Inc., Attn: Assistant General Counsel, 101 Federal Street, Suite 1100, Boston, MA 02110; and to the Customer at Oak Park and River Forest High School Cook Co. District 200, 201 N Scoville, Oak Park, IL 60302

EnerNOC, Inc.

Customer Oak Park and River Forest High School  
Cook Co. District 200

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

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

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

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

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

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

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

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

## Attachment A-1 Emergency Load Response Program

1. **Program Description.** PJM Interconnection's (PJM) Emergency Load Response Program (ELRP) enables program participants to receive revenue for being available to reduce electricity consumption when the reliability of the electric grid is in jeopardy and voltage reductions and rolling brownouts are imminent.
2. **Program Rules.** The terms of this Agreement will reflect ELRP program terms and conditions, which may be amended from time to time by PJM. The current terms are summarized below:

<i>Program Availability</i>	During the program period June 1-August 20 ("Program Period"), Customers must be able to respond during non-holiday weekdays from 12:00 p.m. to 8:00 p.m. Availability during the period October 1-May 31 is optional.
<i>Event Trigger</i>	PJM will initiate Demand Response Events in ELRP in the case of a defined system emergency.
<i>Advanced Notification</i>	Customers are expected to be able to respond to an ELRP Demand Response Event notice within 120 minutes of notification from EnerNOC.
<i>Event Frequency &amp; Duration</i>	Maximum of ten (10) Demand Response Events in a year, with event duration ranging from a minimum of one (1) hour to a maximum of six (6) hours.
<i>Testing Requirement</i>	If no Demand Response Event occurs, PJM requires EnerNOC to hold a Test Event by September 30 of the Program Period.

3. **Paid Capacity.** "Paid Capacity" will be either (i) Accepted Capacity, if a Demand Response Event or a Test Event (collectively, a "DR Event") has not been initiated during the Program Period, or (ii) Customer's average Delivered Capacity for all DR Events initiated during the Program Period.
  - a. **Accepted Capacity.** "Accepted Capacity" shall represent the best estimate of Customer's expected curtailment based on analysis of consumption data and pre-enrollment testing. Customer agrees that the Accepted Capacity may be adjusted by EnerNOC in the future to reflect actual performance, changes in facility operations, Program rules, regulations and/or other relevant information.
  - b. **Delivered Capacity.** "Delivered Capacity" will be the calculated performance with respect to the Program baselines and as measured by the ESS following each DR Event, up to 100% of Accepted Capacity. Customer's Delivered Capacity may be adjusted by EnerNOC in the future following PJM approval of performance data from DR Events.
4. **Payments**
  - a. **Capacity Payments.** Subject to Subsection 4(c) below, EnerNOC will pay Customer (i) 40% of the established PJM market clearing price obtained by EnerNOC multiplied by (ii) Paid Capacity.
  - b. **Energy Payments.** EnerNOC will pay Customer 75% of the energy payments available from PJM to EnerNOC in connection with Customer responding to a Demand Response Event when notified by EnerNOC.
  - c. **Underperformance.** In no event shall Customer be penalized for underperformance by being required to return money to EnerNOC. If Customer underperforms, adjustments will be made to future payments so that total payments made to Customer for the Program Period will reflect Paid Capacity for such Program Period.
  - d. **Payment Timing.** EnerNOC shall make all payments associated with Customer's participation in the ELRP to Customer on a quarterly basis, and such payments shall be made within forty-five (45) days of EnerNOC's receipt of total payment from PJM.
  - e. **Payment Accrual.** Subject to Subsection 4(d) hereof, payments for the 2010 Program Period will be accrued on a pro rata basis across the period beginning on the 1<sup>st</sup> of the month following the installation of the ESS and successful pre-enrollment testing and ending May 31, 2011. Thereafter, payments for subsequent Program Periods will begin to accrue on June 1 of the Program Period year and end on May 31 of the subsequent year.
5. **Additional Terms**
  - a. **Curtailment Service Provider.** Customer hereby designates EnerNOC as its sole curtailment services provider for the limited purpose of participating in PJM's ELRP.

## Attachment A-2

Site Address	City	State	Zip	Estimated Capacity (kW)
Oak Park and River Forest High School 201 N Scoville Ave	Oak Park	IL	60302	500

## ACCOUNT INFORMATION RELEASE AUTHORIZATION FORM (Rev. 07-10-06)

This document authorizes Commonwealth Edison Company ("ComEd") to release to you or your agent, available billing and usage data, Customer-Specific Customer Transition Charges ("Custom CTCs"), Peak Load Contribution (PLC) values and/or Post 2006 Supply Group data. The following types of data are available:

**Summary Data** – Kilowatt-hour, kilowatt and dollar amount billed summarized by account per billing period. There is no charge for summary data with the exception of written requests for data exceeding 10 accounts. A \$5.00 postage and handling fee will be charged for each account in excess of the first 10 accounts on a single request.

**Interval Data** – Half-hour demand data for non-residential accounts having recording-type meters. A \$15.00 fee per meter on the account will be charged for all interval data requests.

**Meter-Level Summary Data** – Kilowatt-hour, kilowatt and Peak kilowatt demand data, where applicable, summarized by individual meter for each active meter on the account per billing period. A \$5.00 fee per meter on the account will be charged.

**Custom CTCs** – The current value that has been calculated for accounts having Custom CTCs and/or a multiple-year CTC term of contract ("CTC-MY term of contract"), if applicable, are available without charge. A \$10.00 fee per account may be charged for each Custom CTC when complete Custom CTC Calculation Detail is ordered.

**PLC Value** – A customer's contribution to a zone's normalized summer peak load, as estimated by the zone's Electric Distribution Company (EDC). PLC is used to determine a Load Serving Entity's (LSE's) Obligation peak load.

**Post 2006 Supply Group** – Each customer has been assigned to a supply group per Rider CPP- Competitive Procurement Process.

### **1. Customer Information: (Required)**

Account Name: \_\_\_\_\_ \*Account Number: \_\_\_\_\_

\* Meter Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Usage Data Type: ☐ Summary ☐ Interval ☐ Meter-level Summary ☐ PLC Value ☐ Supply Group

CTC's: ☐ Current CTC value ☐ Current CTC-MY term of contract ☐ Custom CTC Calculation Detail

Delivery Method: ☐ CD Rom ☐ Email ☐ US Mail – (Not available for Interval Data)

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

*\*For multiple accounts, please list all account and meter numbers on a separate sheet and attach with this form.*

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

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

### **2. General Account Agents/Suppliers: (Required only if data is to be delivered to an Agent or Supplier)**

Agent/Supplier Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

### **3. Billing Information: (Required for all interval & meter summary, summary data requests in excess of 10 accounts.)**

☐ Charge Customer's ComEd Account Account Number: \_\_\_\_\_

☐ Charge Separate Invoice (Complete information below only for Separate Invoice)

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Fax to (630) 684-3990, email [datarequest@exeloncorp.com](mailto:datarequest@exeloncorp.com) or mail to ComEd, ESSD/Data Request Team, 1919 Swift Drive, Oak Brook, IL 60523

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

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

TO: Board of Education

FROM: Robert Zummallen/Tim Keeley

DATE: February 225, 2010

RE: Executive Summary for Waste Disposal and Recycling Services

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## **BACKGROUND**

On January 28, 2010, proposals were solicited for the District's refuse and recycling needs. Currently, the District's needs are met by Waste Management, Inc., the Village of Oak Park's waste hauler. All billing was negotiated and coordinated through the Village. In the past quarter, the District has seen a dramatic increase in the cost of this service, with very little notice or detail, to the current cost of \$3,644.90 per month, or \$43,738.80 annually. As the District has no legal obligation or contract in place with the Village of Oak Park for this service, it was determined that it would be best to allow the market, through an RFP process, to determine a fair price for this service.

## **SUMMARY OF FINDINGS**

Proposals were received from four vendors; Allied Waste, Flood Brothers, Veolia Environmental and Waste Management. Vendors were given the District's pickup schedule as well as daily usage statistics to aid in the pricing of the services. Results are below:

<b><u>CURRENT AGREEMENT</u></b>	<b><u>Monthly Cost</u></b>		<b><u>Annual Cost</u></b>
<i>Village of Oak Park/Waste Mgmt.</i>	<i>\$3644.90</i>		<i>\$43,738.80</i>
<b><u>RFP PROPOSALS</u></b>	<b><u>Monthly Cost</u></b>	<b><u>Price per additional yd.*</u></b>	<b><u>Annual Cost!</u></b>
<b>Allied Waste</b>	<b>\$1,370.00</b>	<b>\$8.00</b>	<b>\$20,280.00</b>
Flood Brothers	\$1,675.00	\$7.00	\$23,460.00
Veolia	\$2,193.60	\$3.75	\$28,123.20
Waste Management	\$1,769.20	\$13.00	\$26,222.40

*\*District requires approximately 10 additional yards of unbound refuse pickup per week.*

*!Includes estimated charges for unbound refuse pickup per the vendor proposal price per yard.*

Allied has also pledged to work closely with the District 200 Green Committee as well as our student body to enhance our recycling efforts and reduce waste throughout the building. The initial focus will be in one of the most challenging recycling applications, the cafeterias. The net annual savings will be **\$23,458.80.**

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

MOTION: To approve the bid with Allied Waste as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. F.

***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: February 25, 2010  
RE: Approval of PTAB Resolution

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**BACKGROUND**

The administration is asking the Board of Education to consider this resolution giving the administration, in conjunction with our law firm Franczek, Radelet P.C. authority to file a Request to Intervene in Appeal Proceedings for the re-assessment of property within our District.

**SUMMARY OF FINDINGS**

These PTAB requests have a negative effect on our property tax collection in subsequent years and the revenue cannot be recaptured. This request is necessary because the District must intervene within 30 days of notice. This is often too short a time period to bring the issue before the Board of Education.

This resolution must be approved by the Board of Education on an annual basis.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

**MOTION:** To approve the Resolution Authorizing Intervention in Proceedings before the State of Illinois Property Tax Appeal Board as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. G.

**Resolution Authorizing Intervention  
in Proceedings before the  
State of Illinois Property Tax Appeal Board**

**Whereas**, an owner or manager of a parcel or parcels of real property located within the boundaries of the State of Illinois has the right to file an appeal challenging the assessed value of the parcel or parcels of real property with the State of Illinois Property Tax Appeal Board ("PTAB"); and

**Whereas**, a reduction in the assessed value of a parcel or parcels granted by the PTAB will lead to the issuance of a real estate tax refund from the Board of Education of Oak Park & River Forest High School District No. 200 ("Board"); and

**Whereas**, a taxing district has the right to intervene in proceedings before the PTAB in order to protect the taxing district's revenue interest in the assessed value of a parcel or parcels; and

**Whereas**, the time period during which a taxing district may intervene is 60 days after the taxing district's receipt, from the Cook County Board of Review, of notice of the filing of an appeal by an owner or manager of a parcel or parcels of real property; and

**Whereas**, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to defend the Board's real property tax base by intervening in PTAB appeals filed on parcels within the boundaries of the Board.

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

1. The Board finds that all of the recitals contained above are true and correct, and that the same are hereby incorporated herein by reference.
2. The Board hereby authorizes Franczek Radelet P.C., as its legal representative, to: a) file a Request to Intervene in Appeal Proceedings in all 2008-2010 assessment-year appeals filed at the PTAB for which the Board receives notice from the Cook County Board of Review, and b) represent the Board's interests in those proceedings.
3. All motions and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.
4. 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 of the other sections, paragraphs, clauses, or provisions of this Resolution.
5. This Resolution shall be in force and effect upon its adoption.

After a full and complete discussion thereof, Member \_\_\_\_\_ moved that the foregoing Resolution be adopted and Member \_\_\_\_\_ seconded the motion. The President directed the Secretary to call the roll for a vote upon the motion to adopt this Resolution. Upon a roll call vote taken, the Board of Education voted as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Abstaining: \_\_\_\_\_

PRESENT: \_\_\_\_\_

Absent from Meeting: \_\_\_\_\_

The President declared the motion carried and the Resolution duly adopted.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President Protempore, 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 L. Witham

DATE: February 25, 2010

RE: Student Fees for Fiscal Year 2010 - 2011

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**BACKGROUND**

Each year the administration reviews the student fees.

**SUMMARY OF FINDINGS**

The athletic Pay to Play fee will increase by \$5.00, all other fees will remain the same as last year.

<i>Description</i>	<i>Amount</i>
<i>Freshman</i>	\$85.00
<i>Sophomore</i>	\$245.00
<i>Juniors</i>	\$60.00
<i>Seniors</i>	\$95.00
<i>Pay to Play</i>	\$55.00

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the recommended student fees as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. H.

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

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

TO: Board of Education

FROM: Cheryl L. Witham

DATE: February 16, 2010

RE: Executive Summary for Banking Services from Community Bank

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**BACKGROUND**

At the January Finance Committee meeting, discussion was had about the funds the District currently has deposited at the former Park National Bank, now U.S. Bank. Park National is no longer a locally owned bank and the Board stated a preference to maintain some District funds at a local bank.

The District currently maintains 2 accounts at U.S. Bank, one for the student activity accounts and the other for an imprest account. The student activity account generally has between \$200,000 and \$300,000 while the imprest account generally has \$25,000.

**SUMMARY OF FINDINGS**

Martin Noll, Ruth McLaren, and Bob Ellison, all of Community Bank met with me and Doug Wiley to discuss the District's needs as they relate to these two accounts. It was determined that simple business checking accounts would most effectively meet those needs.

The District currently pays between \$30 and \$100 per month in fees for the student activity account and between \$10 and \$20 in fees for the imprest account. Total Park National Bank fees were \$622.26.

Community Bank is proposing to charge \$50 per month in fees for both accounts for 12 months. The fee would be reevaluated at the end of 12 months and adjusted if appropriate.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

To move the funds currently held at U.S. Bank to Community Bank due to its local ownership and reduced fees.

Roll Call Vote

Agenda Item No. VIII. I.

**RESOLUTION OF THE BOARD OF EDUCATION OF OAK  
PARK AND RIVER FOREST HIGH SCHOOL DISTRICT  
NUMBER 200, COOK COUNTY, ILLINOIS, ESTABLISHING  
STUDENT ACTIVITY AND CONVENIENCE ACCOUNTS  
FOR THE SCHOOL DISTRICT**

WHEREAS, the Board of Education of Oak Park and River Forest High School District Number 200, Cook County, Illinois (the "School District"), is authorized by the Illinois School Code and Illinois State Board of Education Administrative Rule, 23 Ill.Admn.Cd. §125.10 et seq. to establish a student activity account and convenience account for the School District, to appoint a treasurer for such accounts and designate an official depository or depositories for the same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Oak Park and River Forest High School District Number 200, Cook County, Illinois, as follows:

Section 1. That the foregoing recitals are found to be full, true and correct and are incorporated into this Resolution by reference as if set forth herein.

Section 2. That the Board of Education hereby establishes a Student Activity Account and a Convenience Account for the School District, designates the Community Bank of Oak Park and River Forest as the official depository for such Accounts, appoints Cheryl Witham, the Chief Financial Officer of the School District, as the Treasurer for these Accounts and authorizes and directs the Treasurer to acquire a special treasurer's bond as required for such position and authorizes and directs the Treasurer to close the Student Activity and Convenience Accounts currently open at U.S. Bank and to transfer the balance of the these accounts to the newly established accounts.

Section 3. This Resolution shall take effect immediately upon its passage.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
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: Dr. Attila J. Weninger, Superintendent  
DATE: February 25, 2010  
RE: Policies ACTION

**BACKGROUND**

Following the January 28, 2010 Board of Education meeting, the following policies were sent to the Alumni Association, APPLE, Boosters, Citizens' Council, the Concert Tour Association, PTO, Student Council, Faculty Senate, and the Instructional Council for their review and comment. To date, no comments have been received. It was the consensus of the PEG Committee members to recommend them for second reading and action.

Policy 4119, Nepotism  
Policy 5136, Student Travel

On February 16, the PEG members recommended that the Board of Education approve the following policies for first reading at its regular February Board of Education meeting.

Policy 4370, Mandated Reporter  
Policy 5117, Residency and Tuition

**RECOMMENDATION**

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Motion: Move to:

- |    |   |        |
|----|---|--------|
| A. | Adopt Policy 4119, Nepotism                                   | Action |
| B. | Amend Policy 5136, Student Travel                             | Action |
| C. | Approve Policy 4370, Mandated Reporter, for First Reading     | Action |
| D. | Approve Policy 5117, Residency and Tuition, for First Reading | Action |

Roll Call Vote

Agenda Item No. IX. A-D.

**SECOND**

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**READING**

## **POLICY 4119, NEPOTISM**

The District's standards for employment decisions such as hiring, promoting, transferring, reappointing, evaluating, awarding salary, disciplining, and terminating employees are based on qualifications for the position, ability, and performance. The District strives to avoid favoritism, the appearance of favoritism, and potential conflicts of interest in employment decisions.

Accordingly, no person shall be employed, promoted, or transferred to a position in the District which would create a direct supervisor-subordinate relationship with a relative. Administrators, supervisors, and managers are expected to avoid hiring or transferring individuals to a position which would create a direct supervisor-subordinate relationship with a relative.

~~While the District may hire persons who are related to a current District employee, to avoid favoritism, the appearance of favoritism, and any potential conflicts of interest, the District shall only hire such "relative applicants" where there are no other applicants for the position sought by the relative applicant, or where the qualifications of the relative applicant are superior to those of other applicants.~~

Applicants for any position as a new hire, any position as a transfer, and/or promotion are required to notify in writing, ~~the Board of Education and the administration~~ the Superintendent (or his/her designee) of any relatives employed by the District, or the Board of Education, at the time of application.

~~Employees that become related to each other during the course of employment must notify, in writing, the Board of Education and the administration the Superintendent (or his/her designee) and his/her immediate supervisor within ten days of the commencement of the relationship. Failure to disclose relative status may be cause for disciplinary action up to and including termination.~~

Persons who are employees of the District on the date that this policy becomes effective shall not be discharged because of this policy. Nor shall they be denied reemployment in succeeding years because of this policy. ~~However, if any person who is a member of the immediate family of a Board of Education member or an Administrator, supervisor, or manager resigns or is not re-employed for other reasons (except reduction in force), this policy would apply for such period as the individual has such a family relationship under the "relative" definition herein.~~

~~In cases where a Board of Education member, Administrator, Supervisor, or Manager has a relative being considered for employment or a relative already employed by the District, the Board of Education member or Administrator, supervisor, or manager shall publicly and in writing to the Superintendent (or his/her designee) disclose the nature and extent of the relationship prior to any~~

~~deliberations regarding the relative. Such deliberations may include but not be limited to recommendations and/or voting on any matter related to the relative's hiring, promotion, reappointment, evaluation, transfer, discipline, termination, wages, benefits, hours, and terms or conditions of employment, including a collective bargaining agreement which applies to the relative.~~

An "Administrator," "Supervisor," or "Manager" directly or indirectly assigns, directs or oversees the work product, or recommends or has the authority to discipline, promote, assign salary, or review the performance of a "subordinate."

For the purpose of this policy, the definition of the term "relative" applies both to the applicant for employment in the District and, if legally married at the time of prospective employment, the spouse of such applicant. A "relative" includes the following individuals, and they include all step, foster, and/or in-law relationships:

- spouse (current or former);
- domestic partner (current or former);
- ~~mother; step or foster mother; mother-in-law;~~
- ~~father; step or foster father;; father-in-law;~~
- ~~sister; step or half-sister; sister-in-law;~~
- ~~brother; step or half brother; brother-in-law;~~
- ~~child; step or foster child;~~
- guardian or ward;
- ~~grandmother; step or foster grandmother;~~
- ~~grandfather; step or foster grandfather;~~
- ~~grandchild; step or foster grandchild;~~
- aunt or uncle;
- niece or nephew; and/or
- member of the same household.

Amended Date(s):

Adopted Date:

Review Date:

Law Reference: 775 ILCS 5/1-102, 5/1-103

*Boaden v. Dept. of Law Enforcement*, 171 Ill. 2d 230, 664

N.E.2d

61 (Ill. 1996)

*Hollister v. North*, 50 Ill. App. 3d 56, 365 N.E.2d 258 (4th Dist. 1977).

Related Policies:

Related Instructions

And Guidelines:

Cross Ref.:



## **POLICY 5136, STUDENT TRAVEL**

The Board of Education grants the Superintendent (or his/her designee) authority to approve student travel that fully provides for the safety and welfare of students; that have appropriate and substantial educational value; and for which written parental/guardian permission has been obtained. Student travel is not limited to the regular school hours, but can be engaged in outside of regular school hours and on days other than regular school days.

The Board of Education recognizes four types of student travel: Field Trips, Co-curricular Activity Trips (Athletic or Activity), Exchanges, and Excursions. Field Trips are defined as travel directly related to educational programs of the high school intended to extend educational experiences in relation to specific classroom objectives that are consistent with the general goals of the curriculum of a specific course. Activity-Co-curricular Trips are defined as student travel sponsored by ~~an athletic or a~~ co-curricular activity (athletic or activity) of the school. Exchanges are defined as student travel to another school, usually in another country, in which students usually live with a host family and spend time attending classes in the host school. Exchanges generally result in a reciprocal trip to Oak Park and River Forest High School by students and staff from the host school. Excursions are defined as student travel, usually international, that provide unique curricular and/or cultural opportunities for Oak Park and River Forest High School students. Excursions may only be approved if the educational benefits to participating students can be substantiated.

Transportation costs related to student field trips and co-curricular activity travel will generally be funded by the District for trips to destinations within 150 miles of Oak Park and River Forest High School. Transportation costs related to ~~With the exception of IHSA-sponsored state series competitions, and/or other activities approved by the Superintendent (and/or his/her designee), will generally be funded by the District.~~ Transportation costs for student travel of greater distances than 150 miles, the cost of transportation may and not related to IHSA state series competitions and/or other activities approved by the Superintendent (or his/her designee) will be borne by the participants. For all types of student travel, the District will not typically cover costs related to tickets, admission fees, lodging, and food.

Costs related to student travel should not be a barrier for any student eligible to participate in the trip. Sponsors of student travel must obtain administrative approval prior to committing to any trip or travel plans. Sponsors of student travel are expected to comply with appropriate levels of student/adult supervision ratios as established by the Superintendent (or his/her designee). The Superintendent (or his/her designee) shall develop procedures for application and approval of student travel trips, as well as procedures for the approval of District employee and volunteer drivers. Such procedures may vary depending on the type of student travel being planned.

No employee or approved volunteer shall transport an individual student or students alone in his/her personal vehicle unless approved by the Superintendent (or his/her designee). If approval is given to an employee or approved volunteer to transport a student or students in his/her personal vehicle, his/her insurance coverage will be primary and the District's insurance coverage will be secondary.

Amended Date(s):	June 25, 2009; December 18, 2003; April 8, 2003; December 19, 1984; December 14, 1982; and January 22, 1976
Adopted Date:	July 17, 1969
Review Date:	
Law Reference:	105 ILCS 5/10-22.29b, 105 ILCS 5/29-3.1, and 105 ILCS 5/29-3.4
Related Policies:	
Related Policies:	
Related Instructions And Guidelines:	Procedures for Policy 5136 And Guidelines
Cross Ref.:	

## Procedures for Policy 5136, Student Travel

### A. ~~A.~~ Approval

Sponsors of student travel must obtain administrative approval prior to committing to any trips or travel.

### B. ~~B.~~ Supervision

Oak Park and River Forest High School requires an appropriate level of adult supervision for all student travel. Adult supervisors are required to travel with the students as members of the same group. The number of ~~d~~District employees required as adult supervisors will vary depending upon the conditions of the trip. Parents and interested adults may volunteer to serve as additional supervisors for student travel.

For all student travel that include an overnight stay of one or more nights, supervisors must contact the designated ~~d~~District administrative liaison at regularly established times. In the case of any difficulty or divergence from the submitted itinerary, supervisors are to notify the designated administrative liaison immediately as to the nature of the difficulty or the divergence. In such situations students should never be left without adult supervision. Should a student, for whatever reason, become separated from the group, a supervisor should remain with that student while the remaining members of the group complete their travel with another supervisor(s). At no time should a student or a group of students be left unsupervised on a trip.

In the case of changing travel arrangements, supervisors must notify the designated administrative liaison of all circumstances and changes. Parents and guardians of all trip participants must in turn be notified of any and all changes in travel plans and/or arrangements.

### C. ~~C.~~ Costs

The ~~sponsoring~~ teacher/coach/sponsor should determine necessary costs and submit those costs in writing to the appropriate administrative personnel at the time of application for administrative approval of the travel. Once approved, students are to be notified of the expenses of the trip to them at the time of registration.

Transportation costs will generally be funded by the ~~d~~District for student travel to destinations within 150 miles of the high school. For travel of greater distances, the cost of transportation ~~will~~may be borne by the participants. For all trips, the ~~d~~District will not typically cover costs related to tickets, admission fees, lodging, and food. The sponsoring teacher is to assess each participating student for these expenses. Arrangements for securing the funds collected should be made with the Business Office.

### D. ~~D.~~ Insurance

All students, employees, approved volunteer drivers, and parent or guardian supervisors must be covered by accident and health insurance coverage, protecting them from financial loss due to bodily injury, disability, or death while participating in school sponsored travel. This

insurance is provided through the District. Additional costs to trip participants may be incurred for appropriate insurance coverage. The trip sponsor is required to check with the Business Office to determine if additional insurance costs must be obtained.

E. Transportation

As a general rule, transportation for school-sponsored travel will be provided by means of commercial vehicles. All buses or rental vehicles are to be ordered through the Business Office. If more than 47 students44 passengers are participating in the trip, a second bus must be used. The cost of such rental vehicles will be covered by the dDistrict's transportation fund if the travel destination is within 150 miles of the high school. Otherwise, the trip's participants mustmay be required to cover such rental costs.

Employees or approved volunteers or approved volunteers who possesses a valid and properly classified drivers' licenses issued by the Secretary of State or valid licenses issued in the employees' home states; Illinois (or other state's) driver's license, valid proof of insurance, and who isare at least 21 years of age or older; who have completed and returned criminal background checks; who possess valid drivers' licenses that have not been revoked, suspended, canceled, or disqualified for 3 years immediately prior to seeking approval from the District; who have not been convicted of 2 or more serious traffic offenses, as defined by Section 1035.10, within one year prior to the date of application, that may endanger the life and safety of any of the drivers' passengers within the duration of the permit periods; and who have not been convicted, within 3 years prior to the date of application, of reckless driving, driving under the influence of alcohol and/or other drugs, or reckless homicide resulting from the operation of a motor vehicle., and who have a completed and returned driver license violation check with no moving violations within the previous 6 months may transport students foren school-sponsored travel in a schoolDistrict-owned, rented, or leased vehicles. Such persons are covered by the dDistrict's insurance up to limits of the dDistrict'such coverage. An employee or approved volunteer who transports students on a school-sponsored trip in a non-school vehicle is covered up to the limits of the dDistrict's insurance coverage after the employee's/volunteer's own insurance has been exposed up to the limits of its coverage. Any approved non-employee volunteer who transports students on a school-sponsored trip in a non-school vehicle is not covered by the dDistrict's insurance. Non-employees must not transport students.

Volunteers receive approval through the Superintendent (or his/her designee) and only after completing the necessary requirements for approval.

The Superintendent (or his/her designee) is responsible for developing an approval process and appropriate forms for both employees and volunteers who seek approval, including but not limited to an annual verification of items noted above for current employees and approved volunteers.;

For summer camps which require student travel to events, parents/guardians will be required to sign waivers in order to permit their students to be transported by other parents/guardians and to indemnify the District.

Keys must be returned at conclusion of vehicle usage. The driver is responsible for ensuring that the vehicle is returned in proper working order, and is free of garbage or other debris. In the event of damage or an accident, the driver must report the incident as soon as practical to the Business Office.

A completed Vehicle Request Form with proper administrator approval is required for vehicle usage by employees or approved volunteers. Keys will only be issued to employees and approved volunteers who meet the above criteria. The privilege of driving a District vehicle may be suspended or revoked if the employee or approved volunteer is found to be in violation of any portion of this procedure.

#### F. General Field Trip Procedures

Field Trips are arranged and approved through the Office of the Director of Instruction ~~Principal~~ -and approved by that office. Field trip requests should be submitted by the third week of the semester. A calendar of approved field trips will be distributed to the faculty by the end of the fourth week of each semester. Additional field trips can be approved beyond the third week of the semester if planning for the trip could not have occurred during the first three weeks of the semester.

Parental permission must be secured for any field trip which takes students off school property and/or which extends beyond normal school hours. Permission slips bearing the signature of the parent/guardian will be collected by the sponsoring teacher and must be filed with the appropriate division secretary, who in turn, must file the permission slips with the attendance office at least five days prior to the occurrence of the trip. Students who fail to submit a parent/guardian permission slip by the established deadline will not be allowed to participate in the field trip. The sponsoring teacher must distribute a list of the students participating in the field trip to faculty at least two days before the trip, either via e-mail or the faculty bulletin.

All approved field trips must have an evaluation component. Each student participating in the trip must complete the Field Trip Evaluation form. Student responses are to be tabulated by the sponsoring teacher who will prepare a Field Trip Evaluation Summary, which must include a reflection statement, completed by the classroom teacher or trip sponsor. This summary must be submitted to the ~~Director of Instruction~~ Principal and the appropriate Division Head. A failure to submit this summary may result in the denial of future requests for field trips in subsequent semesters.

No class may have more than one field trip per grading period except those classes that have a field or performance component or as jointly determined by the Division Head and the ~~Director of Instruction~~ Principal. "Black out dates," i.e., dates on which field trips may not be scheduled, are set by the Principal and notification of same is made to the administration, Division Heads, and faculty.

Costs related to a field trip should not be a barrier for any eligible students to participate.

G. General Co-curricular (Athletic and Activity) Trip Procedures

Co-curricular Activity trips related to Athletics are approved and arranged for by the Athletic Director. Co-curricular Activity trips related to extracurricular Activities are arranged through the Assistant Principal for Student Activities Director and are approved by the Assistant Superintendent for Pupil Support Services. ExtraCo-curricular activities trips must may not take students from school during regular school hours unless approved by the Athletic Director or Assistant Principal for Student Activities in advance. Coaches and sponsors should check with the appropriate administrator regarding additional specific rules and guidelines.

The Superintendent (or his/her designee) shall develop procedures which permit students to travel home from a specified event with their parent(s) provided prior approval has been granted by the appropriate and immediate coaches/sponsors of the students and the events. additional specific rules and guidelines.

Costs related to ~~athletic or extracurricular~~ Co-curricular trips should not be a barrier for eligible students to participate.

H. General Exchange/Excursion Trip Procedures

Applications for Exchanges/ Excursions are available through the Office of the ~~Director of Instruction~~ Assistant Principal for Student Activities. Incomplete applications will not be considered for approval.

Students may not miss more than five (5) days of school as a result of participating in ~~a an~~ school-initiated Exchange or Excursion.

Prior to approval being granted for any trip, sponsors will complete a detailed ~~questionnaire application that is presented for approval to the Assistant Principal for Student Activities and then to the District Leadership Team (DLT) to be kept on file in the Office of the Director of Instruction. The questionnaire will include information relevant to the students' and supervisor's participation in the trip.~~

All Exchanges/Excursions that involve male and female students must have at least two sponsors, one male and one female. At least one of the sponsors must have previous Exchange/Excursion experience and one must have more than three consecutive semesters of employment in the District.

Permission ~~forms and student information slips bearing~~ information bearing the signature of the parent/guardian must be obtained for every student participating in an Exchange/Excursion. These permission slips must be returned to and will be kept on file in the Office of the Director of Instruction Assistant Principal for Student Activities.

Sponsors of Exchanges/Excursions must hold at least two informational sessions with parents/guardians participating in the Exchange/Excursion before students depart on the trip.

Exchanges/Excursions are subject to the approval of the Assistant Principal for Student Activities and then the District Leadership Team (DLT) Building Administrative Team (BAT) and, upon the recommendation of BAT, the DLT, may require approval by the Board of Education. Even after approval has been granted, the DLT BAT or the Board of Education may withdraw the approval should national or worldwide conditions suggest that student safety on the trip could be compromised.

# **FIRST READING**



## Policy 4370, MANDATORY REPORTING RESPONSIBILITIES

Any school official, including Board of Education members, or employee having reasonable cause to believe a child known to them in their professional or official capacity may be an abused or neglected child shall confidentially report or cause a confidential report to immediately be made to the Department of Children and Family Services by phone [1-800-25-ABUSE] or in person.

State law defines abused and neglected children as follows:

An abused child is one whose parent or immediate family member, or any person responsible for the child's welfare, or any individual residing in the same home as the child, or a paramour of the child's parent:

1. Inflicts, causes to be inflicted or allows to be inflicted, physical injury by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function;
2. Creates a substantial risk of physical injury to the child by other than accidental means, which would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function;
3. Commits or allows to be committed any sexual offense against such child;
4. Commits or allows to be committed an act or acts of torture upon such child;
5. Inflicts excessive corporal punishment.

A neglected child is any child who is not receiving the proper or necessary nourishment or medically indicated treatment including food or care, or otherwise is not receiving the necessary support or medical or other remedial care necessary for his well being, including adequate food, clothing, and shelter; or who is abandoned by his or her parents or other person responsible for his welfare.

The responsibility for reporting child abuse or neglect rests with the individual identifying the suspected abuse or neglect. The individual making the report shall also notify the building principal or other appropriate administrator that such a report is being made. State law provides that any person who, in good faith, participates in making such reports or in any judicial proceeding resulting from such report will be immune from civil or criminal liability.

Each new employee, prior to the commencement of his or her employment with the District, shall be required to sign a statement on a form prescribed by the Department of Children and Family Services and provided by the District stating that he or she has knowledge and understanding of these reporting requirements. The signed statement will be retained in the employee's personnel file.

The Superintendent/Principal may prepare and implement guidelines necessary to accomplish the intent of this policy and comply with the relevant law.

Each individual School Board member must, if an allegation is raised to the member during an open or closed Board of Education meeting that a student is an abused child as defined in the Act, direct or cause the Board of Education to direct the Superintendent/Principal or other equivalent school administrator to comply with the requirements of the Act concerning the reporting of child abuse.

Amended Date(s):	December 21, 2006
Adopted Date:	September 23, 2004
Review Date:	
Law Reference:	325 ILCS <u>5/9</u> , 105 ILCS 5/10-22.6b
Related Policies:	
Related Instructions	
And Guidelines:	
Cross Ref:	

## Procedures For Mandatory Reporting Responsibilities Policy 4370

Employees who have reasonable cause to suspect that a student may be abused or neglected shall report or cause a report to be made to the child abuse hotline number (1-800-25A-BUSE; 1-800-252-2873).

### Definitions:

"Abused child": a minor under age 18 who is being harmed by any person responsible for a child's welfare, including the following: a parent, family member, any person who resides in the home, a boyfriend or girlfriend of the parent, a babysitter or day care provider. Harm to the child may be physical or emotional injury (or serious risk of injury), excessive punishment, sexual offenses, or child torture.

"Neglected child": any child whose parent or person responsible for the child's welfare does not provide necessary support, as required by law, medical or other care for the well-being of the child, or such necessities as adequate clothing, food, and shelter. A child who has been left with a relative as their plan of care, is not considered neglected.

### To make an oral report:

Call the child abuse hotline number and include the following information in the report:

1. Name, address, and home telephone number of the student
2. Name, address, home and work telephone numbers of the parent(s)/guardian(s)
3. Age of the student
4. Names and ages of siblings living in the student's home
5. Details of the suspected abuse, including the student's present condition
6. Previous reports from District personnel made to DCFS about suspected abuse
7. Other information to help establish suspected cause of abuse
8. Notification of parent(s)/guardian(s) and District personnel should occur as soon as practicable unless it is deemed inappropriate.

Within 48 hours of the oral report, the employee shall complete the required DCFS form (Written Confirmation of Suspected Child Abuse/Neglect Report: Mandated Reporters), available on the DCFS web sit at [www.state.il.us/dcfs/index.shtml](http://www.state.il.us/dcfs/index.shtml). The employee shall retain the original of this confidential report and send a copy to the Assistant Superintendent for Pupil Support Services, the Assistant Superintendent for Human Resources, the School Nurse, and DCFS.

### Emergency Situations

If an abused or neglected student has a life-threatening condition, the employee shall notify the local law enforcement agency as well as DCFS. The employee shall request that DCFS or the local law enforcement agency take temporary protective custody of the child without the consent of the parent(s)/guardian(s).

## Confidentiality

All reports concerning cases of suspected child abuse or neglect must be held in the strictest confidence. No such report shall be included in the child's student record, nor may any employee or agent of the District disclose any information concerning reports of suspected child abuse or neglect to any person other than an authorized representative of the District, the Illinois Department of Children and Family Services, or the local law enforcement agency.

## Immunity from Liability

Any person participating in good faith in the making of a report or in the investigation of such a report shall have immunity from any civil, criminal, or other liability that might result by reason of such reporting. For the purpose of any proceedings, civil or criminal, the good faith of any persons required to report cases of suspected child abuse or neglect shall be presumed (325 ILCS 5/9, 105 ILCS 5/10-22.6b).

## Sanctions

Any certified employee or non-certified employee who willfully fails to report an incidence of suspected child abuse or neglect as required by the Abused and Neglected Child Reporting Act may be subject to sanctions under State of Illinois and School Code of Illinois regulations.

## Notification to Parent(s)/Guardian(s)

School officials in keeping with "in loco parentis" responsibilities may interview students as part of an investigation without first notifying parents. Parents will be notified as soon as it is practical when interviews occur under such circumstances, unless it is deemed inappropriate. However, should representatives of law enforcement agencies or DCFS request to interview a student regarding an allegation of abuse, good faith efforts will be made to notify parents/guardians prior to the interview taking place. In the absence of parent contact, school officials will make the determination about the appropriateness of the request. Granted interviews with non-school officials will occur during the school day and/or on school premises and in the presence of a school official. If parent/guardian notification is delayed/withheld, the specific reasons for doing so shall be indicated on the DCFS form (Written Confirmation of Suspected Child Abuse/Neglect Report: Mandated Reporters).

Amended Date(s): December 21, 2006

Accepted Date: June 20, 2005

Review Date:

Law Reference:

Related Policies:

Related Instructions

And Guidelines:

Cross Ref.:

## Policy 5117, Residency and Tuition

- I. A student is required to reside within the boundaries of the District, in order to attend school in the District without tuition charge. Under the provisions of Section 10-20.12a of **The School Code of Illinois**, the Board of Education has the duty to charge tuition to any non-resident student permitted to attend a District school.

Each student, with his/her parent/guardian, will be required to demonstrate residency. Such information and documentation will be subject to verification by District personnel using District enrollment and residency forms.

The Board of Education recognizes the importance of and the responsibility of conducting the residency verification process as expeditiously as possible in order to eliminate or reduce the loss of instructional time for students. Therefore, the Superintendent will establish rules and procedures intended to enroll students as expeditiously as possible and in a manner that respects the dignity of each individual. As used in this policy, the term "Superintendent" includes the designee of the Superintendent.

- II. As used in this policy, the term "parent" includes a person with legal custody of the student who has established his/her primary residence in the District. Legal custody exists in any one of the following circumstances.
  - A. Custody is exercised by a natural or adoptive parent with whom the student resides.
  - B. Custody has been granted by court order to a person with whom the student resides for reasons other than to have access to the educational programs of this District.
  - C. Custody is exercised under a short-term guardianship for reasons other than to have access to the educational programs of this District. Short-term guardianship is transferred by a document containing information specified by law and signed by the parent transferring guardianship to another person. Unless court approval is obtained, the transfer cannot exceed 60 calendar days.
  - D. Custody is exercised by a caretaker adult relative who is receiving aid under the Illinois Public Aid Code for the student who resides with that caretaker for purposes other than to have access to the educational programs of this District.
  - E. Custody is exercised by an adult who demonstrates that, in fact, he/she has assumed and exercises legal responsibility for the student and provides the student with a regular fixed nighttime dwelling for purposes other than to have access to the educational programs of this District.
- III. A student will be deemed a resident of this District and enrolled on a tuition-free basis in the following circumstances:

- A. In all cases in which Special Education services and facilities are provided pursuant to Article 14 of **The School Code of Illinois**, residency shall be determined in accordance with Sections 14-1.1a and 14-1.11 of **The School Code of Illinois**.
- B. The student has been placed with a foster parent or child care facility by the Department of Children and Family Services outside this District, but DCFS has determined it to be in the best interest of the student to maintain attendance in ~~the~~ District. In this instance, the responsibility for provision of transportation will rest with DCFS.
- C. The student is at least 18 years old and has established his/her primary residency in the District and intends to remain in the District indefinitely or for a substantial period of time.
- D. The student is under 18 years old, but has been emancipated by court order or marriage and has established his/her primary residence in the District and intends to remain in the District indefinitely or for a substantial period of time.
- E. District 200 shall abide by the Education for Homeless Children Act as defined by **The School Code of Illinois**, 105 ILCS 45/1-1 to 105 ILCS 45/1-45. A homeless student is one who: (1) lacks a fixed, regular and adequate nighttime place of abode; or (2) has a primary nighttime place of abode as defined in the procedures for this policy.
- F. Non-resident students whose parents demonstrate sufficient intent to establish residency within 60 calendar days from the student's first days of attendance shall be permitted to attend subject to the procedures for this policy.
- G. A regular education student who is a resident and who becomes a non-resident during a school term may complete that term without payment of tuition. However, a special education student may be subject to dis-enrollment upon becoming a non-resident in accordance with **The School Code of Illinois**.
- H. Any student who is a resident during a school term and becomes a non-resident due to the military service obligation of his/her custodial parent may maintain his/her residency status as determined prior to the military obligation. This request must be made in writing by the parent with legal custody of the student.
- II. A student whose parents are citizens and residents of a foreign country and who is living with a family resident in this District may, with the approval of the Superintendent, attend the school as an exchange student subject to the procedures for this policy. The maximum number of exchange students meeting these criteria who will be accepted in the District in a given school term will be six subject to the provisions of the exchange programs included

in the Advisory List of International Travel and Exchange Programs. Immigrants are not considered to be exchange students and are subject to the ordinary rules of residency.

II. Under Sections 20.12a and 10-22.5 of ~~the~~ **The School Code of Illinois**, the Board of Education may, but is not required to, admit non-resident students. Due to limited capacity in the school, it is the policy of the Board of Education to deny admission to non-resident students. If in exceptional circumstances, the Board of Education permits a non-resident student to enroll or continue enrollment or if an unauthorized non-resident student attends, the student must be charged tuition in accordance with the mandate of ~~the~~ **The School Code of Illinois**.

IV. If the District has not certified residency for a student, that student will not be permitted to enroll and begin attendance in the District on a tuition-free basis until District residency is certified.

V. Unless another means of communication is specified in this policy any written communication from the Superintendent or the Board of Education, whether it be the result of a decision, notice of a hearing, or a request for information or otherwise, shall be deemed conclusively given as of the time the communication is deposited in the United States mail, postage prepaid, addressed to the person to whom the communication is directed at the last known address in possession of the District.

Amended:	February 28, 2008; December 22, 2005; August 28, 2003; February 22, 2001; May 22, 1997; July 8, 1993; November 8, 1989; November 20, 1986; October 17, 1985; December 19, 1984; November 15, 1983; November 18, 1982; July 26, 1979; June 8, 1978; October 20, 1977; January 22, 1976; October 17, 1974; December 17, 1970; October 17, 1968; and December 20, 1967
Adopted Date:	February 25, 1965
Review Date:	September 2005
Law Reference:	105 ILCS 5/10-20.12a & b; 105 ILCS 5/10-22.5; 105 ILCS 5/14-1 et.seq.; 105 ILCS 45/1-1 et.seq.,
Related Policies:	
Related Instructions	
And Guidelines:	
Cross Ref:	



## Administrative Procedures for Policy 5117, Residency and Tuition

### I. Homeless Students

A primary nighttime place of abode for a homeless student is defined as one that is:

- A. a supervised publicly or privately operated shelter designated to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing);
- B. an institution that provides a temporary residence for individuals intended to be institutionalized; or
- C. a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings.

A parent or guardian of a homeless student may enroll that student in either the "school of origin" or in the school for the attendance area in which the student actually lives. "School of origin" is the school that the student attended when permanently housed or the school in which the student was last enrolled.

### II. Tuition

- A. The school auditor provides, as part of the annual audit, information necessary for the Board of Education to charge each non-resident pupil tuition equal to the per capita cost of maintaining the high school for the preceding school term. Tuition is payable by cashier's or certified check prior to the beginning of each semester. Tuition shall be prorated when non-resident attendance is for less than a complete semester.
- B. Parents/guardians may make the payment of tuition in advance by cashier's or certified check for the number of school days within the 60-calendar day period. Demonstration of sufficient intent must be by a real estate purchase contract or a closing statement or a lease, showing entitlement to possession within the 60-day period. Within the 60-day period, residency must be demonstrated subject to verification by District personnel using District enrollment with residency forms. If residency is not established within the 60-day period, the student shall be disenrolled effective at the end of the 60-day period or as soon thereafter as reasonably possible, subject to the payment of tuition for any additional days of attendance beyond the 60 days. If residency is established within the 60-day period, the tuition for this period will be refunded.

### III. Citizens/Residents of a Foreign Country Living with Resident of District 200

A student may enroll in the District for a period of time not to exceed one school term without payment of tuition only if (1) the student is participating in an international exchange program specifically listed in the Advisory List of International Travel and Exchange Programs prepared annually by the Council on Standards for International Educational Travel in Reston, Virginia; (2) the student exchange program has been approved by the State Board of Education; (3) the student is sufficiently proficient in the English language to do coursework without special language assistance; and (4) meets any other requirements enumerated by the Office of Homeland Security or other governmental entity or authority.

### IV. Non-Residents

- A. The Superintendent is authorized to permit admission of a non-resident student, if the Superintendent determines in his/her discretion that the student is about to become a resident of the District, or to permit continued enrollment beyond the end of the current school term should a student become a non-resident while enrolled, if in each case the Superintendent determines in his/her discretion that the benefits of such enrollment to the student and the school substantially outweigh the burdens such enrollment imposes. Transportation of nonresident students is the responsibility of the student's parent(s) or guardian of record.
- B. The Superintendent may investigate and determine the residency of any student before or after enrollment in accordance with the applicable provisions of Illinois law and may require the involved persons to provide additional information to be considered by the District in determining residency. Such information may include, but is not limited to, real estate contracts, leases, financial documents, voter registration, tax documents, bills, and vehicle registrations and licenses. The investigation may include, but not be limited to interviews, completion of questionnaires, observations, and home visits. Whenever the Superintendent receives information believed to be reliable questioning the residency of the student, the Superintendent shall conduct an investigation to determine whether the student is a resident of the District.

If a student has not begun attendance in school when residency is questioned, the Superintendent shall generally deny attendance pending determination of the student's residency; however, students who are considered homeless under the Education for Homeless Children Act, 105ILCS 45/1-1 et seq. and Section VII of this policy, shall be enrolled immediately. At the conclusion of the investigation and after providing the student and the student's parents or other appropriate person an opportunity to discuss the matter, the Superintendent shall make a decision as to the student's residency. If the Superintendent determines that the student is not a resident, the Superintendent will take appropriate action, which shall include refusing to enroll the student.

If the Superintendent determines that a student already enrolled is not a resident of the School District, notice of the decision, the amount of tuition owed, and an opportunity for a hearing shall be given in accordance with the procedures specified in **The School Code of Illinois**. The student shall be disenrolled and tuition charged for the period of non-residency, if non-residency is found by the Superintendent, subject to appeal to, and/or affirmation by, the Board of Education; however, pending any appeal to, and/or affirmation by the Board of Education or the Superintendent's determination of non-residency, a student enrolled and attending school in the District may continue to attend school. The person responsible for the student, or the student if 18 years or older, is responsible for tuition pending an appeal if non-residency is found by the Board of Education, as well as tuition for the balance of the period of non-residency.

If the Superintendent determines that the student is not a resident, the notice (1) shall be given to the person who enrolled the student; (2) shall state the amount of tuition due and, if applicable, the intent to dis-enroll the student; and (3) shall be given by certified mail, return receipt requested. No student shall be disenrolled until at least 10 days after receipt of the tuition notice or, if a hearing is requested under Section X and it is requested that the student remains in school pending the hearing, until the conclusion of the hearing process.

V. Review of adverse residency decisions shall be subject to the following rules.

- A. The ~~person-parent~~ who enrolled the student may request a review hearing within 10 days of receipt of the Superintendent's notice of decision. If a hearing is requested, the Board of Education, or the Superintendent, shall notify the requestor within 10 days, by certified mail, of the time and place of the hearing. The hearing shall be held not less than 10 and not more than 20 days after the date of the notice of the hearing.
- B. The Board of Education may hold the hearing itself or designate a hearing officer to do so. The requestor may also be represented by the representative of its choice, and has the burden of providing evidence of the student's residency.
- C. If a hearing officer conducted the hearing, the hearing officer shall send his/her findings to the Board of Education and the person who enrolled the student within five (5) days after the close of the hearing. The person who enrolled the student may file written objections to the Superintendent within five (5) days after receiving the findings. Within 15 days of the hearing, the Board of Education shall make a final determination as to the student's residency and send its decision to the person who enrolled the student.

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

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

TO: Board of Education

FROM: Leanne Meyer-Smith, Architect from Wight and Company

DATE: 2/18/2010

RE: Summer Construction Update and Approval of Life Safety Amendment #20

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**BACKGROUND**

Each year Oak Park and River Forest School uses Life Safety Funds for projects allowed under this funding by the Illinois State Board of Education. This year many building improvement projects will be accomplished and some will use these funds and require approval by the State with the submission of the attached Request for Authorization – Certification of Need for Fire Prevention and Safety Funds.

**SUMMARY OF FINDINGS**

Projects that are being proposed for this summer include:

1. Air handler replacement for the Field House,
2. Air handler replacement in the Attic area of the 1913-1924 building areas.
3. New Unit Ventilators to provide heating, air conditioning and mechanical ventilation to many areas of the 1907-1924 building areas.
4. Domestic water plumbing piping replacement of the main lines in the basement.
5. (4) Science Lab renovations.
6. Pool pump and heater replacements. Grout repair of pool tile.
7. (87) VAV mechanical unit replacements in 1907-1924 building areas.
8. New ceilings and lighting where required to accommodate VAV mechanical replacement.
9. Various exterior masonry repairs of sealant and grout.

Many of the projects will improve the indoor air quality with new HVAC equipment. New lighting and pool heaters will result in energy savings for the school.

**RECOMMENDATIONS**

MOTION: To Approve the Life Safety Amendment as presented.

ROLL CALL VOTE

AGENDA ITEM X.A.

# CERTIFICATION OF NEED FOR FIRE PREVENTION AND SAFETY FUNDS

## Request for Authorization

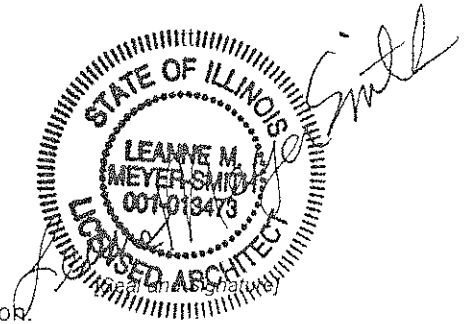
This is to certify that:

The Oak Park and River Forest High School school, located at 201 Scoville Avenue  
School Name Street  
Oak Park Illinois, and under the management and control of the Board of Education of  
City  
School District # 200, Cook County, was surveyed by me on Februray 18, 2010.

- ☒ All of the urgent or necessary work as indicated on the attached Form 35-48 is necessary to abate the violations of applicable code requirements and should result in effecting compliance with said requirements within prescribed timelines.
- ☐ All other work recommended in the attached Form 35-48, though not required to abate violations of applicable requirements of the Health/Life Safety Code for Public Schools, is recommended for energy conservation, handicapped accessibility, school security, and other repair purposes provided in Section 17-2.11 of the School Code.

The certified estimated cost figures were prepared by me and to the best of my knowledge are true and accurate estimates of the costs to execute the work as specified.

Name of Architect/Engineer Leanne Meyer-Smith	Name of Firm Wight and Company
Phone Number 630-969-7000	Fax Number 630-969-7979
License Number 001-013473	Expiration Date 11/30/2010
Email Address lmeyersmith@wightco.com	



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

- Based upon the report of the architect referred to above, the district faces total estimated costs of \$ \_\_\_\_\_ to finance the work involved.
- The district has \$ \_\_\_\_\_ available in its or operations and maintenance fund and/or fire prevention and safety fund to finance the work.
- The district needs to raise \$ \_\_\_\_\_ in additional revenue through the levy of the Fire Prevention and Safety Tax or issuance of Bonds to finance the recommended work.
- Plans and specifications for the work will be submitted to the Regional Superintendent for review and approval.
- The work to be financed with Fire Prevention and Safety funds will not commence until the Certificate of Approval of the State Superintendent is received, the detailed plans and specifications have been approved by the regional superintendent and the regional superintendent (or other lawful agency) has issued an appropriate Order to Effect Compliance with the Health/Life Safety Code for public schools (or other lawful order requiring the work to be done).
- All work authorized by the District will be executed in conformity with all applicable codes.

Date	Signature of President of Board of Education	Date	Signature of Secretary of Board of Education
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Form 35-76 (3/04) (Prescribed by ISBE for local board use) 180.500 a

ILLINOIS STATE BOARD OF EDUCATION  
Center for Fiscal and Shared Services  
Division of Financial Outreach Services  
100 North First Street  
Springfield, Illinois 62777-0001

Amendment No. 20

FOR	AMENDMENT NUMBER
ROE	
USE	AMENDMENT DATE
ONLY	

SCHEDULE OF VIOLATIONS

1. COUNTY CODE		015-Cook		2. DISTRICT CODE		14-015-0200		3. SITE CODE/NAME		0001		4. FACILITY CODE/NAME		Oak Park and River Forest High School		CAUSE	
ITEM I.D. (5)		LOCATION(S) (6)		TYPE (7)		RULE VIOLATED (8)		DESCRIPTION OF THE PROBLEM (9)								(10)	
A-8		Science Labs 172-173		n		185.390.I.1.		Built-in science countertops contain asbestos and are in very poor condition								h	
M-3		1967 Basement		b		175.547. d.		Open vertical HVAC shafts require fire dampers at rated floor levels								c	
M-6		Field House		b		185.405.d.		Air Handling Units do not work, therefore no ventilation is provided to the space								h	
M-11		Penthouse Mechanical Room		b		175.574		Air Hanler No. 5 does not work, therefore no ventilation to several classrooms								h	
M-12		Entire Building - various locations		b		185.465		Numerous mechanical ducts do not have fire dampers at rated walls or floors								c	
M-13		1907-1924 Buildings - various locations		b		185.405		Controls to mechanical VAV boxes are failing, therefore no control of HVAC								h	
P-2		West Pool Mechanical Room		c		185.730		The steam to pool hot water heater is not provided with proper safeties								c	
P-3		East Pool Mechanical Room		c		185.730		The steam to pool hot water heater is not provided with proper safeties								c	
P-5.1		1907-1962 Building Basement		c		183.630		The domestic water mains are galvanized pipe and are in very poor condition								h	
P-5.2		1907-1962 Building 8 South Toilet Rooms		c		183.630		The domestic water vertical pipe risers are galvanized pipe and are in very poor condition								h	

Type of Problem: a. Structural i. Asbestos c. Plumbing k. Handicapped Accessibility d. Electrical f. Lighting e. Means of Egress g. Fire Detection h. Fire Suppression  
Cause of Problem: a. Improper operation or use b. Inadequate maintenance c. Defective design d. Defective materials of workmanship e. Required components of system missing  
f. Accidental damage g. Vandalism h. Worn beyond normal lifetime i. Other - Specify: unknown n. Other - Specify: hazard

Amendment No. 20

FOR ROE USE ONLY	AMENDMENT NUMBER
	AMENDMENT DATE

SCHEDULE OF RECOMMENDED WORK ITEMS AND ESTIMATED COSTS

1. COUNTY CODE		015-Cook		2. DISTRICT CODE		14-015-0200		3. SITE CODE		0001		4. FACILITY CODE		Oak Park and River Forest High School	
ITEM I.D. (5)	ACTION I.D. (6)	PRIORITY CODE (7)	SPECIFICATION(S) (8)					UNITS OF MEASURE (9)	QUANTITY (10)	LABOR CODE (11)	ESTIMATED COST (12)	ESTIMATED COMPLETION DATE (13)			
A-8	f	b	Remove and replace countertops for Science Labs					each	2 rooms	b	\$273,576.00	Summer 2010			
M-3	f	b	Install fire dampers at floor level to maintain fire rating					each	approx 30	b	\$24,000.00	Summer 2010			
M-6	e	b	Rebuild 2 air handling units in Field House					each	2	b	\$200,000.00	Summer 2010			
M-11	f	b	Replace Air Handler by combining with new adjacent Air Handler					each	1	b	\$66,000.00	Summer 2010			
M-12	f	b	Install fire dampers at floor and wall penetrations to maintain fire ratings					each	approx 60	b	\$75,000.00	Summer 2010			
M-13	f	b	Install new VAV boxes with digital controls					each	87	b	\$770,000.00	Summer 2010			
P-2	f	b	Provide new heater with safeties at West Pool					each	1	b	\$150,000.00	Summer 2010			
P-3	f	b	Provide new heater with safeties at East Pool					each	1	b	\$150,000.00	Summer 2010			
P-5.1	f	b	Replace the domestic water main lines in basement					lot	1	b	\$400,000.00	Summer 2010			
P-5.2	f	b	Replace the domestic water main lines in basement					lot	1	b	\$600,000.00	Summer 2010			
Architectural Subtotal													\$2,708,576.00		
10% Contingency													\$270,857.60		
10% AE Fees													\$270,857.60		
Total													\$3,250,291.20		

Action Codes: a. abandon in place    b. remove    c. repair    d. relocate    e. rebuild    f. improve

Priority Codes: a. urgent    b. required    c. recommend but not required

Labor Codes: a. District employees will perform work    b. Work will be performed by contractor(s)

Action Codes: a. abandon in place b. remove c. repair d. relocate e. rebuild f. improve  
Priority Codes: a. urgent b. required c. recommend but not required  
Labor Codes: a. District employees will perform work b. Work will be performed by contractor(s)

# **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**

Based on

Cost of the Work Plus a Fee

## **PUBLIC**



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

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

TO: Board of Education  
FROM: Cheryl L. Witham, Chief Financial Officer  
DATE: February 25, 2010  
RE: Wight Contract

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**BACKGROUND**

This contract is relative to the summer construction projects. This is the same contract wording as last year.

**SUMMARY OF FINDINGS**

**RECOMMENDATIONS**

MOTION: To approve the Wight Contract as presented.

ROLL CALL VOTE

AGENDA ITEM X.B.

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

Based on

## Cost of the Work Plus a Fee

THIS AGREEMENT is made as of the 16th day of February 2010 .

BETWEEN the Owner: Oak Park and River Forest High School  
201 N. Scoville  
Oak Park, Illinois 60302

and the Design-Builder: Wight Construction, Inc.  
2500 N. Frontage Road  
Darien, IL 60561

The Project is: Provide total professional Design Build services and all labor, material and equipment in such for the renovation of existing air handling equipment, science labs, chillers, and associated mechanical piping as described in the attached Project Scope Document. (Exhibit A).

The Owner and Design-Builder agree as set forth below.

### ARTICLE I THE PROJECT TEAM AND EXTENT OF AGREEMENT

- 1.1 **The Project Team.** The Design-Builder, the Owner and the Design-Builder's consultants and subcontractors, collectively called the "Project Team", shall work cooperatively from the beginning of Design through construction completion.
- 1.2 **Extent of Agreement.** The Contract Documents represent the entire agreement between the Owner and the Design-Builder and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and Design-Builder.
- 1.3 **Definitions**
  - 1.3.1 *Contract Documents*, which constitute the entire Agreement between the Owner and Design-Builder, consist of:
    - 1.3.1.1 This Contract, including all exhibits thereto.
    - 1.3.1.2 Scope Change Orders.
    - 1.3.1.3 Written amendments to this Agreement.
    - 1.3.1.4 Owner's Project Criteria
    - 1.3.1.5 Plans and Specifications

- 1.3.2 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- 1.3.3 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- 1.3.4 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.3.5 *Owners Project Criteria* are developed by or for the Owner to describe Owner's program requirements and objectives for the project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work.
- 1.3.6 *Project* is the construction of the facilities described above.
- 1.3.7 *Site* is the land or premises on which the Project is located.
- 1.3.8 *Subcontractor* is a person or entity that has a direct contract with the Design-Builder to perform any work in connection with the Project, as well as all sub-subcontractors, suppliers and materialmen.
- 1.3.9 *Substantial Completion* is the date on which the Work, or agreed upon portion of the Work, is sufficiently complete so that the Owner can occupy and use the Project or a portion thereof for its intended purposes.
- 1.3.10 *Work* is comprised of all Design-Builder's construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents

## ARTICLE 2 DESIGN-BUILDER'S SERVICES & RESPONSIBILITIES

- 2.1 **General Services.** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder.
- 2.1.1 Design-Builder shall provide Owner with a weekly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Construction Schedule(s).
- 2.1.2 The parties shall meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those related to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.
- 2.2 **Design Professional Services.** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from

qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit the Design-Builder to complete the Work consistent with the Contract Documents. The Project Team shall work closely together to see that design is accomplished in accordance with the Contract Documents and any changes that have been agreed to.

2.2.1 Ownership of the construction documents will be transmitted over to the Owner.

## 2.3 Design/Preconstruction Services

2.3.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with the Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings shall be maintained by the Design-Builder and provided to all attendees for review. Following the design review meeting Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.3.2 **Preliminary Evaluation.** The Design-Builder shall provide a preliminary evaluation of the Project's feasibility based on the Owner's Program and other relevant information.

2.3.3 **Preliminary Schedule.** The Design-Builder shall prepare a preliminary schedule of the Work for the Owner's written approval. The schedule shall show the activities of the Owner, Architect/Engineer and Design-Builder necessary to meet the Owner's completion requirements. The schedule shall be updated as necessary reflecting the information then available.

2.3.4 **Preliminary Estimate.** When sufficient Project information has been identified, the Design-Builder shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated as necessary reflecting the information then available. If the preliminary estimate or any update exceeds the Owner's budget, the Design-Builder shall meet with the Owner to discuss appropriate adjustments.

2.3.5 **Schematic Design Documents.** The Design-Builder shall submit for the Owner's written approval Schematic Design Documents, based on the Owner's Program, Budget and relevant information. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the site. One set of these documents shall be furnished to the Owner. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.

2.3.6 **Design Development Documents.** The Design-Builder shall submit for the Owner's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to the Owner. The Design-Builder shall update the preliminary schedule and estimate based on the Design Development Documents.

- 2.3.7 Construction Documents.** The Design-Builder shall submit for the Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws or regulations enacted at the time of their preparation. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Owner. The Design-Builder shall update the schedule and estimate based on the Construction Documents.
- 2.3.8** Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a confirmed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.
- 2.3.9** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.
- 2.3.10 Legal Requirements.** The Design-Builder shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
- 2.3.10.1** The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of Legal Requirements.

## **2.4 Bidding/Construction Phase Services.**

- 2.4.1** The Construction Phase will commence upon the issuance by the Owner of a written notice to proceed with construction.
- 2.4.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.4.3** The Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and shall furnish the Owner with an estimated cash flow schedule for the Project, if requested. Design-Builder shall provide the Owner with a Schedule of Values allocated to major segments of work for the Project, if requested.
- 2.4.4** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.
- 2.4.5** Design-Builder shall employ only subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner's decision impacts Design-Builder's cost and/or time of performance.

- 2.4.6 The Design-Builder shall provide the Owner with a design and construction schedule for the Project (**Exhibit B**). This Construction Schedule indicates the dates for the starting and completion of the various stages of the design and construction, including the dates when information and approvals are required from the Owner and contains the necessary information to allow the Owner to monitor the progress of the work. It shall be revised as required by the conditions of the Work.
- 2.4.7 The Design-Builder shall assist the Owner in securing the building permits necessary for the construction of the Project.
- 2.4.8 The Design-Builder shall take necessary precautions for the safety of its employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees on the Work, and to comply with all applicable provisions of federal, state and municipal safety laws.
- 2.4.9 The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work.
- 2.4.10 The Design-Builder shall keep the premises of the Project free from accumulation of waste materials caused by the Design-Builder's operations. At the completion of the Work, the Design-Builder shall remove from the Project all tools, surplus materials, construction equipment, machinery, and waste materials.
- 2.4.11 The Design-Builder shall maintain in good order at the site one record copy of the drawings, specifications, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These shall be delivered to the Owner upon completion of the Project, along with electronic drawing files on diskette utilizing Auto Cad software.
- 2.4.12 The Design-Builder shall be permitted to install a 5" diameter stainless steel identification plaque at a publicly visible location to be determined jointly.

## **2.5 Warranties**

- 2.5.1 The Design-Builder warrants to the Owner that all materials and equipment furnished under this Agreement shall be new, unless otherwise specified, unless existing material is designated to be reused, and that all construction work shall be of good quality, free from improper workmanship and defective materials. The Design-Builder agrees to correct all work performed by it under this Agreement which proves to be defective in material or workmanship within a period of one year from the date of Substantial Completion as defined in Paragraph 6.2, provided that this warranty covers equipment, accessories and parts manufactured by others only to the extent of liability to Design-Builder on the part of the manufacturer thereof, and no warranty is provided for Owner provided equipment. Any warranty or guarantee obtained by Design-Builder from any such manufacturer shall be deemed to have been obtained for the benefit of Owner.
- 2.5.2 The Design-Builder shall secure required certificates of inspection; testing or approval required for building construction and deliver them to the Owner.
- 2.5.3 The Design-Builder shall collect all equipment manuals and deliver them to the Owner, together with all written warranties from equipment manufacturers.

- 2.6 Tax Exemption.** If in accordance with the Owner's direction an exemption is claimed for taxes, the Owner agrees to defend, indemnify and hold harmless the Design-Builder from any liability, penalty, interest, fine, tax assessment, attorneys fees or any other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Owner's direction.
- 2.7 Additional Services.** The Design-Builder shall provide or procure the following Additional Services upon the request of the Owner. A written agreement between the Owner and Design-Builder shall define the extent of such Additional Services.
- 2.7.1** Documentation of the Owner's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
  - 2.7.2** Consultations, negotiations and documentation supporting the procurement of Project financing.
  - 2.7.3** Surveys, site evaluations, legal descriptions and aerial photographs.
  - 2.7.4** Appraisals of existing equipment, existing properties, new equipment and developed properties.
  - 2.7.5** Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
  - 2.7.6** Consultations and representations in securing building permits, before governmental authorities or others having jurisdiction over the Project.
  - 2.7.7** Investigating or making measured drawings of existing conditions or the verification of drawings or other Owner-provided information.
  - 2.7.8** Artistic renderings, models and mockups of the Project or any part of the Project or Work.
  - 2.7.9** Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.
  - 2.7.10** Interior design and related services including procurement and placement of furniture, furnishings, artwork and decorations.
  - 2.7.11** Making revisions to the Schematic Design, Design Development, Construction Documents or documents forming the basis of the Contract Price after they have been approved by the Owner, and which are due to causes beyond the control of the Design-Builder.
  - 2.7.12** Design, coordination, management and other services supporting the procurement of materials to be obtained, or work to be performed by the Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not part of this Agreement.
  - 2.7.13** Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss.
  - 2.7.14** The premium portion of overtime work ordered by the Owner including productivity impact costs.
  - 2.7.15** Document reproduction exceeding the limits provided for in this Agreement.

- 2.7.16 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start up, and training and balancing of systems and equipment.
- 2.7.17 Services for tenant or rental spaces not a part of the Agreement.
- 2.7.18 Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.
- 2.7.19 Serving or preparing to serve as a witness in connection with any proceeding, legal or otherwise, regarding the Project.

### ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 The Owner shall provide full information in a timely manner regarding its requirements for the Project.
- 3.2 The Owner shall designate a representative who shall be fully acquainted with the Project, and have authority to approve changes in the scope of the Project. Owner's representative shall render approvals and decisions promptly, and furnish information expeditiously and in time to meet the dates set forth in the Schedule. The Owner's designated representative is:

#### **1. Cheryl Witham, Chief Financial Officer: Financial and cost reporting issues/functions**

Any change in the Owner's designated representative shall be mutually agreeable by both parties and such change shall be documented in writing within five days upon agreement.

- 3.3 If the Owner becomes aware of any fault or defect in the Work or nonconformance with the Drawings or Specifications, it shall give prompt written notice thereof to the Design-Builder.
- 3.4 The Owner shall furnish a legal description and certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way restrictions, easements, encroachments, zoning, deed restrictions, elevations and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines, both public and private, above grade and below grade, including inverts and depths.
- 3.5 The Owner shall furnish services of geotechnical engineers and other consultants when such services are deemed necessary by the Design-Builder. Geotechnical engineers or other consultants shall be selected by mutual agreement. Such services shall include, as required, applicable test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, and other necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
- 3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at Owner's expense and the Design-Builder shall be entitled to rely upon the accuracy and the completeness thereof.
- 3.7 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a



- timely manner, Design-Builder may stop Work under Section 15.3 hereof or exercise any other right permitted under the Contract Documents.
- 3.8 <sup>Design Builder</sup> ~~Owner~~ shall obtain for all necessary permits, approvals, licenses, government charges and inspection fees. Costs for permits and fees are included in the cost of work.
- 3.9 The Owner shall pay for all utility connection fees and special facility charges, if required, rendered by utilities for connection of permanent utility services to the Project.
- 3.10 Owner is responsible for all work performed on the Site by separate contractors under the Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.
- 3.11 The Owner shall communicate with Architect/Engineer, consultants, subcontractors, and suppliers only through the Design-Builder.

#### ARTICLE 4 HAZARDOUS CONDITIONS & DIFFERING SITE CONDITIONS

- 4.1 **Hazardous Conditions.** Unless otherwise expressly provided in the Contract Documents to be a part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify the Owner and, if required law, all government or quasi-government entities with jurisdiction over the project Site.
- 4.1.1 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.
- 4.1.2 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.
- 4.1.3 Design-Builder will be entitled to an adjustment in its Contract Price and/or Construction Schedule(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.
- 4.1.4 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.
- 4.1.5 Notwithstanding the preceding provisions of the Section 4, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder shall indemnify, defend and hold harmless

Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

- 4.2 Differing Site Conditions.** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions". Design-Builder will be entitled to an adjustment in the Contract Price and/or Construction Schedule(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

- 4.2.1** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## **ARTICLE 5 SUBCONTRACTS AND OTHER AGREEMENTS**

- 5.1** The Design-Builder shall act on behalf of the Owner as the Owner's agent. All subcontracts shall be deemed to have been obtained for the benefit of the Owner and the Owner shall be deemed to be a third-party beneficiary of each and every subcontract.
- 5.2** Those portions of the work that the Design-Builder does not perform with the Design-Builder's own personnel shall be performed under subcontracts or by other appropriate agreements with the Design-Builder. The Design-Builder shall only obtain bids and/or proposals from such Subcontractors and from suppliers of materials or equipment fabricated especially for the work. The Owner may request specific persons or entities from whom the Design-Builder shall obtain bids; however, the Design-Builder is not obligated or required to seek bids or contract with anyone to whom the Design-Builder has reasonable objection.
- 5.3** Subcontracts or other agreements shall conform to the payment provisions of Article 14 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
- 5.4** Design-Builder shall notify Owner of the identity of all Subcontractors and material suppliers, if requested by the Owner, prior to entry of such Subcontractors or material suppliers into the project and shall provide copies of Contracts, Performance and Payment Bonds, if required, and Insurance Certificates to Owner.
- 5.5** The Owner and Design-Builder shall determine together, the lowest qualified bidder.
- 5.6** Design-Builder acknowledges that Owner is a public entity obligated by law to publicly bid work in excess of \$20,000.00.

**ARTICLE 6  
DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION  
AND FINAL COMPLETION**

- 6.1 Consistent with the Construction Schedule (Exhibit B) Construction shall commence **on/or before June 14, 2010, as soon as possible**. The Design-Builder shall diligently prosecute the Work and achieve substantial completion no later than August 13, 2010 and final completion by ~~October 29,~~ **August 27,** 2010. CW
- 6.2 If the Design-Builder is delayed in the progress of the Project by acts or neglect of the Owner, Owner's employees, separate contractors employed by the Owner, changes ordered in the Work not caused by the fault of the Design-Builder, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or conditions defined in Article 4, or other causes beyond the Design-Builders' control, or by delay authorized by the Owner's pending arbitration or another cause, the Construction Schedule shall be reasonably extended by Change Order.
- 6.3 **Commencement of Warranties.** Warranties called for by this agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof, as reflected by the Certificate of Substantial Completion.

**ARTICLE 7  
COMPENSATION**

The Design-Builder shall be paid by the Owner a Contract Price consisting of the Cost of the Work as defined in Article 8 and the Design-Builder's fee as set forth below:

- 7.1 **Design/Preconstruction Phase Compensation.** The cost of services performed by the Architect/Engineer Contracted directly with the Owner and is computed separately and is independent from the Design-Builder's compensation for work or services directly performed by the Design-Builder; these costs shall be shown as separate items on the applications for payment.
- 7.1.1 The Owner shall compensate the Design-Build Contractor for services performed during the Design/Preconstruction Phase as described in Article 2 as follows:
- 7.1.1.1 Preconstruction services shall be performed for a Lump Sum Fee of **Twenty Thousand and 00/100 Dollars (\$20,000.00)**. ✓
- 7.1.1.2 Architectural/Engineering services shall be performed for a Lump Sum Fee of **Three Hundred Fifty Eight Thousand Eight Hundred Sixty Six and 00/100 Dollars (\$358,866.00)**. ✓
- 7.1.1.3 Environmental Design and Onsite Management Fees shall be performed for a Lump Sum Fee of **Seventy Three Thousand Two Hundred and 00/100 Dollars (\$73,200.00)**. ✓
- 7.1.2 Compensation for Design/Preconstruction Phase Services shall be equitably adjusted if such services extend beyond 60 days from the date of this Agreement for reasons beyond the reasonable control of the Design-Builder or as provided in Article 12.
- 7.1.3 Payments for Design/Preconstruction Phase Services shall be due and payable within twenty (20) days following presentation of the Design-Builder's monthly invoice to the Owner. If the

Owner fails to pay the Design-Builder as agreed, then the Design-Builder shall have the right to stop the Work and be entitled to payments due plus interest as provided in Paragraph 13.2.

- 7.2 Bidding/Construction Phase Compensation.** The Owner shall compensate the Design-Builder for Work performed following the commencement of the Bidding and Construction Phase on the following basis:

**7.2.2** The cost of the Work as allowed in Article 8; and

**7.2.2.1** The Design-Builder's Fee shall be based on 3.14% of the Cost of the Work but no lower than the amount of **One Hundred Forty Three Thousand One Hundred and 00/100 Dollars (\$143,100.00)** subject to adjustment as provided in Paragraph 7.5. The Design-Builder's Fee shall be paid proportionally to the ratio that the monthly Cost of the Work bears to the total estimated Cost of the Work.

- 7.3** Payment for Construction Phase Services shall be as set forth in Article 13.

- 7.4 Design-Builder's Fee.** The Design-Builder's Fee includes the following:

**7.4.1** General and administrative expenses of the Design-Builder's principal and branch offices other than the field office, except as may be expressly included in Article 8; and

**7.4.2** The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

- 7.5 Adjustment in the Design-Builder's Fee.** Adjustment in the Design-Builder's Fee shall be made as follows:

**7.5.1** For changes in the Work as provided in Article 12, the Design-Builder's Fee shall be adjusted as follows:

Changes shall be priced at the "direct cost" of the charge, except that (i) the cost of Overhead Items attributable to such change shall be charged at 10% of such direct cost; and (ii) the fee with respect to such change shall be charged at 5% of such direct cost, exclusive of the Overhead Items or at a negotiated fixed fee as agreed to by design builder and owner.

If contingency funds are used for scope changes related/integral to the scope of work as defined within this agreement, then there will be no additional overhead/construction management/design fees added.

**7.5.2** For delays in the Work not caused by the Design-Builder, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and

**7.5.3** If the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional Fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work.

## **ARTICLE 8 COST OF THE WORK**

- 8.1** The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in good faith in the proper performance of the Work approved by the Owner. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of

the Work shall include only the items set forth in this Article 8.

#### **8.1.1 Labor Costs**

- 8.1.1.1** Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, at the off-site workshops.
- 8.1.1.2** Wages or salaries of the Design-Builder's supervisory and administrative personnel in connection with performance of the Work when stationed at the site.
- 8.1.1.3** Wages or salaries of the Design-Builder's personnel engaged off-site, but only for that portion of their time required for the Work. Personnel engaged at shops or on the road in expediting the product or transportation of materials or equipment, shall be considered stationed at the field office, and their salaries paid for that portion of their time spent on this Work.
- 8.1.1.4** Costs paid or incurred by the Design-Builder for taxes, insurance contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pension (but not merit bonuses) provided such costs are based on wages and salaries included in the Cost of the Work under Clauses 8.1.1. through 8.1.1.3.
- 8.1.1.5** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
- 8.1.1.6** Costs incurred by the Design-Builder in preparing and maintaining progress schedules and reports, including computer and data processing expenses.

#### **8.1.2 Subcontract Costs**

- 8.1.2.1** Payments made by the Design-Builder to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.
- 8.1.2.2** Cost of premiums for all bonds required entered into under this agreement

#### **8.1.3 Costs Of Materials & Equipment Incorporated In The Completed Construction**

- 8.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- 8.1.3.2** Cost of materials described in the preceding Clause 8.1.3.1. in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be properly stored during the performance of the Work and turned over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder; amounts realized, if any, from such sale shall be credited to the Owner as a deduction from the Cost of the Work.

#### **8.1.4 Costs Of Other Materials And Equipment, Temporary Facilities And Related Items**

- 8.1.4.1 Also defined as "General Conditions" per Division 1 of the CSI Master Format 16 Divisions.
- 8.1.4.2 Costs, including transportation and maintenance, of all materials, supplies, office equipment, computers, software, temporary facilities and hand tools (not owned by the workmen) consumed in the performance of the Work by the Design-Builder. Any items used but not consumed, which are paid for by Owner, shall become the property of the Owner and shall be delivered to Owner upon completion of the Work in accordance with instructions furnished by Owner. Design-Builder may, however, agree to purchase any such items from Owner at a purchase price equal to the original cost to Owner less the reduction in fair market value resulting directly from use of any such item in connection with the Work or such other price which is mutually acceptable to Owner with any information and documentation necessary to verify the period of time for which such items were used in connection with the Work.
- 8.1.4.3 Rental charges of all necessary trailers, machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from Design-Builder or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof. Such rental charges shall be consistent with those generally prevailing in the location of the Project.
- 8.1.4.4 Costs of removal of debris from the site.
- 8.1.4.5 Costs in connection with performance of the Work of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- 8.1.4.6 Costs of all temporary utilities, fencing, winter conditions, site access remediation or stabilization costs.
- 8.1.4.7 Site security costs as approved by the Owner.

#### **8.1.5 Miscellaneous Costs**

- 8.1.5.1 Also defined as "General Conditions" per Division 1 of the CSI Master Format 16 Divisions.
- 8.1.5.2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Design-Builder is liable.
- 8.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Contract Documents to pay.
- 8.1.5.4 Fees of testing laboratories for tests required by the Contract Documents, deemed necessary by the Design-Builder.
- 8.1.5.5 All fuel and utility costs incurred in the performance of the Work.
- 8.1.5.6 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- 8.1.5.7 Deposits lost for causes other than the Design-Builder's fault or negligence.

- 8.1.5.8 Expenses for local travel to and from the site for all of the Design-Builder's personnel for all work that is required to be performed at the project site.
- 8.1.5.9 Expenses for travel, lodging and subsistence for the Design-Builder incurred while traveling in discharge of his duties associated with the work. All long distance travel requiring airfare and overnight accommodations shall be pre-approved by the Owner.
- 8.1.5.10 Losses and expenses for personal injury and property damage not compensated by insurance or otherwise sustained by the Design-Builder in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Design-Builder. Such losses shall include settlements, made with the written consent and approval of the Owner.

#### **8.1.6 Other Costs**

- 8.1.6.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
- 8.1.6.2 Costs incurred by the Design-Builder in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of the Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of the Design-Builder or those working by or through the Design-Builder.
- 8.1.6.3 Demobilization and remobilization costs.

#### **8.1.7 Emergencies: Repairs To Damaged, Defective Or Nonconforming Work - The Cost of the Work shall also include costs that are incurred by the Design-Builder:**

- 8.1.7.1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, to the extent not caused or capable of prevention through proper performance of the Work by the Design-Builder, a Subcontractor or anyone for whom either is responsible.
- 8.1.7.2 In correcting defective, damaged or non-conforming Work, but only is such Work is performed, supplied or damaged by a Subcontractor, or material supplier and not corrected by them, provided that such defective, damaged or non-conforming Work did not result from the fault or negligence of the Design-Builder, and only to the extent that the cost of correcting the defective, damaged or non-conforming Work is not recoverable by the Design-Builder from the Subcontractor or material supplier or others and the Design-Builder is not compensated therefore by insurance or otherwise. In no event shall the total cost of defective, damaged or non-conforming Work, together with all reimbursable costs, exceed the Estimated Cost of the Work, without written approval in advance from the Owner.
- 8.1.7.3 Costs as defined herein shall be actual costs paid by the Design-Builder, subject to Article 10 of the Agreement. All payments made by the Owner pursuant to this Article 8, whether those payments are actually made before or after the execution on the Contract, are included within the Estimated Cost of the Work specified in Article 7. Provided, however, that in no event shall the Owner be required to reimburse Design-Builder for any portion of the Cost of the Work incurred prior to the Commencement Date unless Design-Builder has received the Owner's written

consent prior to incurring such cost.

- 8.2 Design-Builder hereby agrees and acknowledges that there shall be no duplication of payments for any of the items comprising the Cost of the Work including the General Conditions Costs, notwithstanding any itemization or provision contained in the Contract documents to the contrary, including without limitations, this Article 8.
- 8.3 The Cost of the Work includes an Allowance for Unforseeable Conditions ("Allowance") in the amount of **\$0.00** for use by the Design-Builder for costs that could not be expected or predicted and were not specifically allocated or budgeted at the time of this Agreement. The Design-Builder shall provide the Owner with notice of anticipated charges against the Allowance in excess of **\$0.00** for approval by the Owner's designated representative as identified in Section 3.2. The Allowance will not increase the fee or profit of the Design-Builder as established in Section 7. All amounts remaining in the Allowance at final completion of the Project shall revert to the Owner.

#### **ARTICLE 9 COSTS NOT TO BE REIMBURSED**

- 9.1 The Cost of the Work shall not include:
- 9.1.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Article 8.
- 9.1.2 Expenses of the Design-Builder's principal office and offices other than the site office except specifically provided in Article 8.
- 9.1.3 Overhead and general expenses, except as may be expressly included in Article 8, including but not limited to the costs of Design-Builder's taxes, licenses or other levies in connection with the general conduct of its business, including Federal and State income taxes.
- 9.1.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

#### **ARTICLE 10 DISCOUNTS, REBATES AND REFUNDS**

- 10.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) the Design-Builder included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments. Cash discounts for items or services not paid for by Owner shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be secured.

#### **ARTICLE 11 ACCOUNTING RECORDS**

- 11.1 The Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract.



## ARTICLE 12 CHANGES IN THE PROJECT

- 12.1 Scope Change Orders.** Any work not contained in the Contract Documents shall be a change and shall be performed by Design-Builder only pursuant to a written Change Order to this Agreement issued by Owner if such work increases or decreases the Contract Price. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the work Design-Builder shall be paid a lump sum acceptable to both parties. If the parties are unable to agree upon a lump sum for the additional work, Design-Builder shall be reimbursed for the cost of such work, as determined in accordance with Article 8. If the Change Order causes a decrease in the cost of the Work, the Contract Price shall be decreased by the amount of Design-Builder's determination of the decrease of the cost in labor, materials and equipment no longer required, based upon the Schedule of Values furnished pursuant to Paragraph 2.1.3. All Change Orders to the Project Scope shall reflect the following:
- a) A change in the Work;
  - b) The amount of the adjustment in the Contract Price; if any
  - c) The extent of the adjustment in the Contact Time, if any.
- 12.2 Concealed Conditions.** If concealed or unknown conditions that affect the performance of the Work and vary from those indicated by the Contract Documents are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for under this Agreement, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. The Contract Price and Construction Schedule shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made by Design-Builder.
- 12.3** If Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change. A Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services and services involved in the preparation of proposed revisions to the Contract Documents.
- 12.4 Construction Change Directives**
- 12.4.1** A Construction Change Directive is a written order or email, prepared and signed or verbally given by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Construction Schedule, or both.
  - 12.4.2** A Construction Change Directive shall be used in the absence of total agreement on an adjustment on the term of a Change Order.
  - 12.4.3** If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on 12.5.
  - 12.4.4** Upon receipt of a Construction Change Directive, the Design-Builder shall advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Construction Schedule. Upon agreement with the Contract Price and/or Construction Schedule, Design-Builder shall proceed with the change in the work.
  - 12.4.5** A Construction Change Directive signed by the Design-Builder indicates the agreement of the Design-Builder therewith, including adjustment in Contract Price and Construction Schedule or the method for determining them. Such agreement shall be effective immediately and

shall be recorded as a Change Order.

## **12.5 Minor Changes in the Work**

**12.5.1** Minor Changes in the Work do not involve an adjustment in the Contract Price and/or Construction Schedule(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder will record such changes, where appropriate, on the documents maintained by Design-Builder.

## **12.6 Contract Price Adjustments**

**12.6.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**12.6.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

**12.6.1.2** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**12.6.1.3** Cost, fees and any other markups set forth in the Agreement; and

**12.6.1.4** If the net result of both additions and deletions to the Work is a decrease in the Contract Price, there shall be no overhead or profit adjustment to the Contract Price.

**12.6.2** If the Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed change to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 16 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to of its reasonable estimated cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services.

## **12.7 Emergencies**

**12.7.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Construction Schedule(s) on account of emergency work shall be determined as provided in this Article 12.

**ARTICLE 13  
PAYMENTS TO THE DESIGN-BUILDER**

**13.1 Monthly Progress Payments**

- 13.1.1** On or before the 7th day of each month, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by copies of all necessary supporting documentation.
- 13.1.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.
- 13.1.3** The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.
- 13.1.4** The Owner shall pay the Design-Builder no later than 30 days after receipt of Pay Application.

**13.2 Dispute of Payments**

- 13.2.1** On or before the date established in Article 13.1.4, Owner shall pay Design-Builder all amounts due. The Owner waives the right dispute that the Design-Builder is not entitled to all or part of an Application for Payment, unless the Design-Builder is notified in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts the Owner dispute, the reasons and contractual basis for the disputed, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 15 hereof.
- 13.2.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by 13.1.4.
- 13.3 Right to Stop Work and Interest.** If Owner fails to pay Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 15.9 hereof. All payments due and unpaid, including disputed amounts shall bear interest at the rate set forth in the Agreement.
- 13.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one-half percent (1.5%).
- 13.5 Title Free of Liens.** The Design-Builder warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall pass to the Owner upon receipt of such payment by Design-Builder free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as Liens. Design-Builder, at its own expense, shall indemnify, defend and save harmless Owner against Liens filed on the property of Owner by

subcontractors, materialmen or suppliers of Design-Builder for amounts due them from Design-Builder for Work, the cost of which has been paid by Owner to Design-Builder.

**13.6 Final Payment.** For purposes of final payment, the procedure under this Agreement shall be as follows:

**13.6.1** The Design-Builder shall give written notice to Owner upon substantial completion of the Project, or a designated portion thereof. If Owner has not, in fact, occupied or utilized the Project, or the designated portion thereof, the Owner's Representative, within five (5) days of receipt of such notice, shall determine on the basis of an inspection that the work is substantially complete. Design-Builder shall then prepare a Certificate of Substantial Completion for approval by the Owner's Representative which shall establish the date of substantial completion, shall state the responsibilities of Owner and Design-Builder regarding maintenance, heat, utilities, and risk of casualty, and shall list the items of Work (punch list) to be corrected or completed.

**13.6.2** When the parties have mutually agreed upon the Certificate of Substantial Completion, Design-Builder shall submit to the Owner's Representative for approval of an Application for Payment of the unpaid balance of the Contract Price for the Project, less an amount equal to one-hundred percent (100%) of the estimated cost of completing all remaining unfinished items of work shown on the punch list. Failure of Owner to pay the amount specified by Owner's Representative shall constitute a breach of this Agreement and Design-Builder shall have no further obligations or responsibility to Owner under this Agreement.

**13.6.3** Design-Builder shall, as soon as possible, correct or complete the items of work noted on the punch list without additional expense to Owner. Owner's Representative shall inspect the corrected or completed items of work within five (5) days after notice of correction of completion of each such item of work and if acceptable, shall issue a written notice of acceptance of such items of work to Design-Builder.

**13.6.4** Following full completion of the Work and final inspection and acceptance of the Work by the Owner's Representative, Design-Builder shall submit a final Application for Payment for the entire unpaid balance of the contract price, as noted in the final application. Upon final payment, Design-Builder shall issue a duly executed final waiver of lien.

## **ARTICLE 14 INDEMNITY AND INSURANCE**

**14.1 Indemnity.** The Design-Builder shall indemnify, defend and hold the Owner harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, which result from the of Design-Builder. Design-Builder shall have no duty to indemnify Owner hereunder against claims arising as a result of Owner's sole or contributing negligence.

**14.2 Design-Builder's Insurance.** The Design-Builder shall purchase and maintain the following insurance to cover Design-Builder's operations under this Agreement whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

**14.2.1** Workers' Compensation insurance in full compliance with workers' compensation laws of the State of Illinois, together with employer's liability coverage with minimum limits of liability in the amount of:

\$500,000 each accident Bodily Injury by Accident

\$500,000 policy limit Bodily Injury by Disease  
\$500,000 each employee Bodily Injury by Disease.

- 14.2.2 Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:

Combined single limit: \$1,000,000 bodily injury and property damage each accident.

- 14.2.3 Comprehensive general liability insurance including Independent Contractor's coverage with following minimum limits of liability:

Combined single limit: \$1,000,000 each occurrence  
\$1,000,000 personal & advertising injury  
\$1,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate  
\$2,000,000 aggregate

- 14.2.4 The Design-Builder shall carry an umbrella policy to apply excess of the general liability, automobile liability and employer's liability coverages listed above at the following limits of liability: \$5,000,000 each occurrence; \$5,000,000 aggregate.

- 14.2.5 The Design-Builder's commercial general liability policy shall also include blanket contractual liability coverage.

- 14.2.6 Errors and Omissions Insurance with respect to design services in the amount of \$5,000,000, which, if written on a "claims made" basis, shall be maintained in full force and effect for four (4) years after the completion of the Work. If at any time during the four (4) year period, Design-Builder shall no longer carry such insurance; it shall provide thirty (30) days prior written notice to Owner.

- 14.2.7 Owner shall purchase and maintain at its sole expense, until the Date of Substantial Completion and acceptance thereof, all-risks of direct physical loss builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials, supplies and equipment intended for specific installation in the Work while in transit, at temporary locations, or delivered to the site but not yet incorporated into the Work). This insurance shall include the interests of Design-Builder, Owner, Owner's Representative, subcontractors and sub-subcontractors in the Work, except for the equipment used by the Design-Builder, subcontractors and sub-subcontractors associated with their Work, and shall insure against the perils normally insured against in an all-risks direct physical loss builder's risk policy including the perils of flood, quake and terrorism, and shall be deemed the primary insurance as to covered risks.

Such builder's risk insurance shall be written on a repair or replacement cost basis. The policy (ies) for such insurance shall be secured and maintained by Owner in the full amount of the Contract Price and adjusted for changes in the Contract price affected by the Change Order(s).

- 14.2.8 Any insured loss shall be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interest may appear, subject to the requirements of any applicable mortgage clause and of Owner's construction lender. The Design-Builder, subcontractors and sub-subcontractors shall have the right to consult with the Owner in any loss adjustment, subject to the rights of any applicable lenders. Owner shall purchase and maintain, until the Date of Substantial Completion, all-risk builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials delivered to the site but not yet

incorporated into the improvements). If Owner requests, in writing, that insurance for special hazards be included in the property insurance policy, Design-Builder shall, if possible, include such insurance and the cost thereof shall be charged to Owner by appropriate Change Order.

- 14.2.9 All insurance required of Design-Builder shall be with insurers having a Best Rating of at least A-Class VII or better. Certificates of insurance reasonably acceptable to Owner shall be filed with Owner prior to commencement of the Work. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Owner.

## ARTICLE 15 STOP WORK AND TERMINATION OF THE AGREEMENT

- 15.1 **Owner's Right to Stop Work.** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.
- 15.2 Design-Builder is entitled to an adjustment of the Contract Price and/or Construction Schedule(s) if its cost or time to perform the Work has been impacted by any suspension of stoppage of work by Owner.
- 15.3 **Owner's Right to Perform and Terminate for Cause.** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Construction Schedule(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 15.4 and 15.5 below.
- 15.4 Upon the occurrence of an event set forth in Section 15.3 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.
- 15.5 Upon declaring the Agreement terminated pursuant to Section 15.4 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and set over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expense, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 16.6 hereof.

- 15.6 If Owner improperly terminates the Agreement for Cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 15 of the Agreement.
- 15.7 **Termination for Convenience.** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:
- 15.7.1 All Work executed and for proven loss, cost or expense in connection with the Work;
- 15.7.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amount due in settlement of terminated contracts with Subcontractors.
- 15.8 **Design-Builder's Right to Stop Work.** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop work for the following reasons:
- 15.8.1 Owners failure to provide financial assurances as required under Section 3.7 hereof: or
- 15.8.2 Owner's failure to pay amounts due under Design-Builder's Application for Payment.
- 15.9 Should any of the events set forth in Section 15.9 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder shall stop work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Construction Schedule(s) to the extent it has been adversely impacted by such stoppage.
- 15.10 **Design-Builder's Right to Terminate for Cause.** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:
- 15.10.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 15.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.
- 15.10.2 Owner's failure to cure the problems set forth in Sections 15.9 above after Design-Builder has stopped the Work.
- 15.11 Upon the occurrence of an event set forth in Section 15.11 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 15 of the Agreement.
- 15.12 **Bankruptcy of Owner or Design-Builder.** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**15.12.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**15.12.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 15.

**15.13** The rights and remedies under Section 15.13 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of this Contract.

## **ARTICLE 16 DISPUTE RESOLUTION**

**16.1** If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of this Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

**16.2** **Dispute Avoidance and Resolution.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**16.3** Design-Builder and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative.

**16.4** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

**16.5** If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation shall be governed by and



conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

- 16.6 Consequential Damages.** Notwithstanding anything herein to the contrary, neither Design-Builder nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

## **ARTICLE 17 PROTECTION OF PERSONS AND PROPERTY**

- 17.1 Safety Precautions and Programs.** The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 17.2 Safety of Persons and Property.** The Design-Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 17.2.1** Employees on the Work and other persons who may be affected thereby;
- 17.2.2** The Work and material and equipment to be incorporated therein, whether in storage on or off the site, under care, custody and control of the Design-Builder or the Design-Builder's subcontractors or sub-subcontractors.
- 17.3** The Design-Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.
- 17.4** The Design-Builder shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and uses of adjacent sites and utilities.
- 17.5** When use or storage of hazard materials or equipment or unusual methods are necessary for execution of the Work, the Design-Builder shall exercise the reasonable utmost care and carry on such activities under supervision of properly qualified personnel.
- 17.6** The Design-Builder shall promptly remedy (or use its best efforts to remedy) damage and loss to property caused in whole or in part by the Design-Builder, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any them, or by anyone for whose acts they may be liable and for which Design-Builder is responsible, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by it, or by anyone for whose acts they Owner may be liable, and not attributable to the fault or negligence of the Design-Builder.

## **ARTICLE 18 MISCELLANEOUS**

- 18.1 Successors and Assigns.** This Agreement shall be binding on the successors, assigns, and legal

representatives of the Owner or Design-Builder. Neither party shall assign, sublet or transfer an interest in the Agreement without the written consent of the other.

**18.2 Governing Law.** This Agreement shall be governed by the law of the State of Illinois.

**18.3 Representations and Warranties.** Design-Builder represents and warrants the following to the Owner which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

- (i) That it is able to furnish the labor required to manage the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- (ii) That it is authorized to do business in the State of Illinois and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over him and over the Work and the Project;
- (iii) That its execution of this Agreement and its performance thereof is within its duly authorized powers;

**18.4 Discipline of Employees.** Design-Builder shall, at all times, enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

**18.5 Claims for Damages.** Should either party to this Contract suffer injury or damage to persons or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage.

**18.6 Written Notice.** All notices, demands and communications required or which either party desires to give or make hereunder shall be in writing signed by or on behalf of the party giving or making the same, and may be served personally, by United States registered or certified mail, return receipt requested, or by a national courier service guaranteeing overnight delivery:

I. To Design-Builder: Wight Construction, Inc.  
Attn: Ken Osmun  
2500 N. Frontage Road  
Darien, IL 60561

II. To Owner: Oak Park and River Forest High School  
Attn: Cheryl Witham, Chief Financial Officer  
201 N. Scoville  
Oak Park, IL 60302

Mailed notices shall be deemed to have been given on the third business day after the date of mailing or upon receipt by either party if personally delivered and a written receipt signed therefore, or one (1) business day following deposit for overnight delivery with a national courier service guaranteeing overnight delivery. Any party hereto may change its address for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this subparagraph.

**18.7 Access to Work.** Owner and its representative shall at all times have access to the Work whenever it is in preparation or progress; provided, however, that such access shall not interfere with the prosecution of the Work by Design-Builder, or its subcontractors or sub-subcontractors or jeopardize their safety. Design-Builder shall permit and facilitate such access to the Work by Owner, its agents, and public authorities concerned with such work.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and delivered the day and the date first above written.

**OWNER:**

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

Its: President, Board of Education

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

**DESIGN-BUILDER:** Wight Construction, Inc.

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

Its: President - Wight Construction, Inc.

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

**EXHIBIT "A"**

Project Scope Document

**EXHIBIT "B"**

Preliminary Project Schedule

**EXHIBIT "C"**

Estimate of Project Costs

**EXHIBIT "D"**

Estimate of General Conditions (Reimbursable Costs per Article 8 of contract)

# Oak Park River Forest High School

## 2010 Summer Interior Renovations

### OUTLINE SPECIFICATION - SCOPE VERIFICATION/CLARIFICATION

Prepared: February 16, 2010

Revised Date:

## EXHIBIT A



CSI NO.	ITEM/DESCRIPTION	BY WIGHT CONSTRUCTION (WIGHT or CM)	BY OPRE HIGH SCHOOL (OWNER)	COMMENTS
010-400	Builders Risk Insurance		X	Owner to purchase and maintain Builders Risk Insurance if desired.
010-700	Permits, Fees	X		Permitting coordinated by Wight through Cook County ROE.
014-100	Testing Services	X		All construction testing will be arranged by Wight.
015-100	General Requirements	X		Field Personnel will be adequate to man the job. Project scope dictates that two Wight Representatives will on the site while work is being performed. No reamage to be held on General Requirements or the CM fee. Project will be bonded to cover all elements of work.
<b>020-000 SITEWORK</b>				
020-500	Landscaping	X		Restoration Allowance included \$15000
020-700	Selective Demolition	X		All work per construction documents
020-750	Asbestos Abatement	X		All work per construction documents
<b>040-000 MASONRY</b>				
042-100	Masonry	X		All patching, coring and lutingpointing. Caulking, cut stone repair, SQFT as required per contract documents. Includes any required new steel linels per construction documents
<b>030-000 CONCRETE</b>				
033-100	Cast-In-Place Concrete	X		Concrete floor patching at Science labs. All work as indicated on Construction Documents
<b>060-000 WOOD &amp; PLASTICS</b>				
062-400	Casework & Countertops	X		All work per contract documents
<b>080-000 DOORS &amp; WINDOWS</b>				
081-100	Doors, Frames, Hardware	X		All work as shown on documents.
<b>090-000 FINISHES</b>				
092-100	Drywall/Metal Studs/Acoustical Ceilings	X		All work as shown on contract documents
092-200	Plaster patching	X		All work per construction documents
096-800	Flooring (VCT, Sheet flooring, Vinyl Base, Ceramic tile)	X		All work as shown per contract documents.
099-200	Painting	X		All work as shown on documents with the following clarification: 1) Only one wall color assumed. Walls to be sprayed and rolled. Colors by OPRE
<b>100-000 SPECIALTIES</b>				
101-100	Visual Display Boards	X		Furnish and install white boards as indicated on construction documents
101-105	Smart Boards	X		Furnish and install all smart boards as indicate don construction documents. All specifications supplied by owner
104-300	Exterior & Interior Signage	X		All work as indicated on construction documents
101-500	Toilet Partitions	X		All work as indicated on construction documents
106-200	Tension Netting	X		All work as indicated on construction documents in the pool area
<b>111-000 EQUIPMENT</b>				

# Oak Park River Forest High School

## 2010 Summer Interior Renovations

### OUTLINE SPECIFICATION - SCOPE VERIFICATION/CLARIFICATION

Prepared: February 16, 2010

Revised Date:

## EXHIBIT A

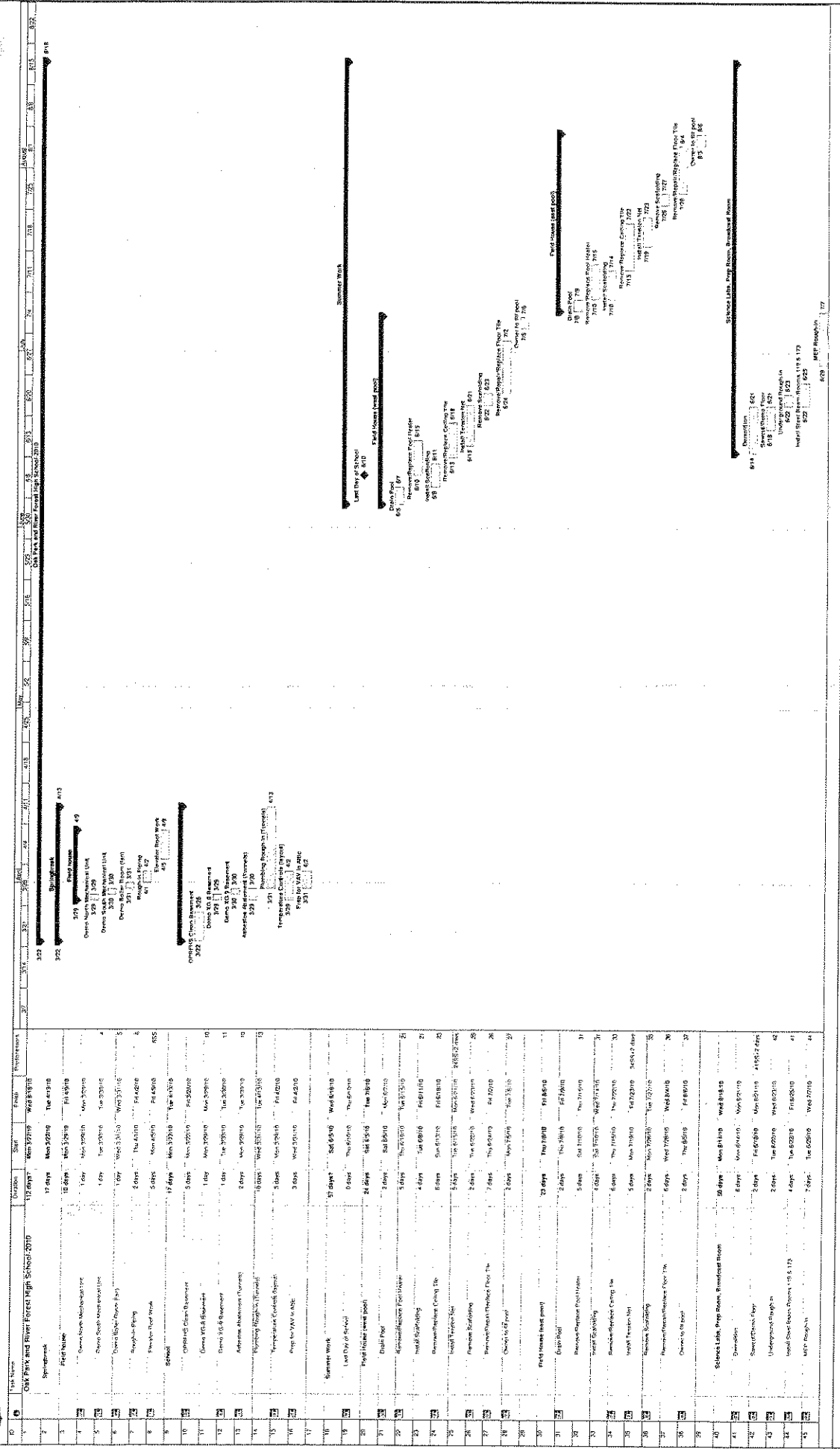


CSI NO.	ITEM DESCRIPTION	BY WIGHT CONSTRUCTION SERVICES	BY OPPE HIGH SCHOOL	COMMENTS
111-100	Projectors	X		Furnish and install as indicated on construction documents. Specifications to be supplied by owner.
111-115	Science Lab Storage Cabinets (Acid/Fire)	X		Furnish and install as indicated on construction documents.
111-200	Autoclave	X		Furnish and install as indicated on construction documents. Specifications to be supplied by owner.
111-300	Ice maker	X		Furnish and install as indicated on construction documents. Specifications to be supplied by owner.
111-400	Dishwasher	X		Furnish and install as indicated on construction documents. Specifications to be supplied by owner.
120-000	FURNITURE, FIXTURES & EQUIPMENT			
126-500	Window Coverings	X		Furnish and install as indicated on construction documents. Specifications to be supplied by owner.
150-000	MECHANICAL			
151-100	Plumbing, Pipe & Fittings	X		All plumbing installations and materials to meet codes and ordinances. All work per construction documents. Includes neutralizing basins.
151-200	Plumbing Fixtures	X		All work as indicated on documents.
159-400	HVAC Equipment and Components	X		Based on plans and specifications. Includes fume hoods at science labs and fire dampers, unit ventilators and AHU's.
159-450	Chiller Equipment	X		Based on Mechanical plans and specifications. Includes shut down and tie into the building system.
159-100	MEP Equipment/Systems Controls	X	X	Compatible with the existing building system.
160-000	ELECTRICAL			
166-100	Lighting and Power	X		All work as shown on documents by the electrical contractor included in his base bid.
167-400	Low Voltage/Data Wiring	X		All work per contract documents.
168-120	Fire Alarm Systems	X		All work as shown on documents by the electrical contractor included in his base bid.

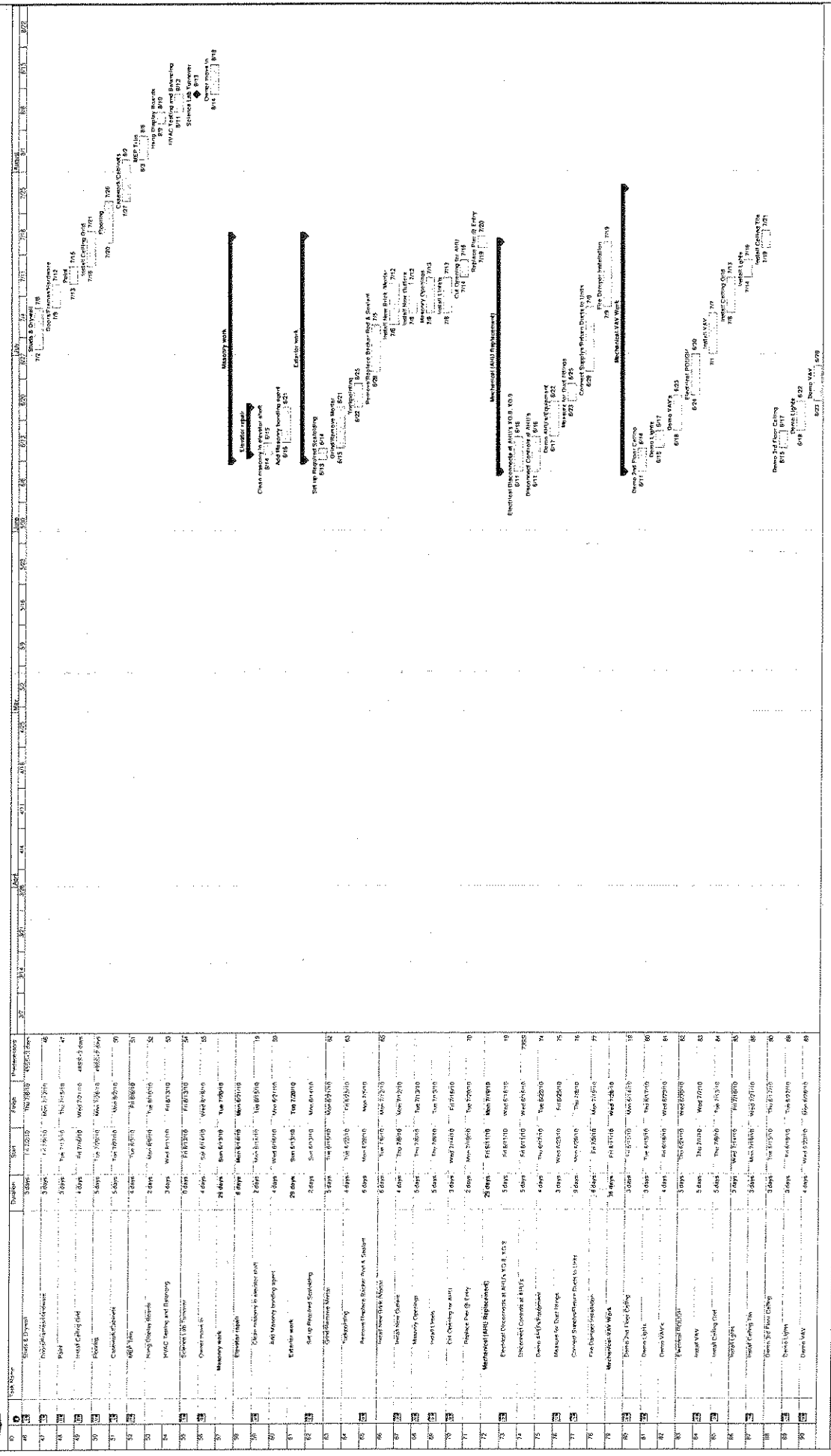


Oak Park and River Forest High School  
Construction Schedule Preliminary  
February 18, 2008

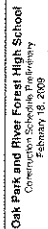
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**Oak Park and River Forest High School**  
Construction Schedule Preliminary  
February 18, 2009







Day	Task Name	Duration	Start	Stop	Remarks
10	General Prep	3 days	Mon 7/6/10	Mon 7/6/10	
11	Head Vase	5 days	Tue 7/6/10	Mon 7/13/10	
12	Small Grl	4 days	Mon 7/13/10	Mon 7/13/10	
13	Small Grl	3 days	Tue 7/13/10	Tue 7/20/10	
14	Small Grl	3 days	Wed 7/20/10	Wed 7/27/10	
15	Head Vase	3 days	Mon 7/27/10	Mon 7/27/10	
16	Head Vase	3 days	Mon 7/27/10	Mon 7/27/10	
17	Head Vase	18 days	Tue 8/26/10	Wed 7/1/11	
18	Head Vase	7 days	Tue 8/23/10	Wed 7/1/11	
19	Head Vase	2 days	Tue 8/23/10	Wed 7/1/11	
20	Head Vase	4 days	Wed 7/1/11	Wed 7/1/11	
21	Head Vase	23 days	Mon 7/12/10	Wed 8/11/10	
22	Head Vase	1 day	Mon 7/12/10	Mon 7/12/10	
23	Head Vase	1 day	Tue 7/13/10	Tue 7/13/10	
24	Head Vase	1 day	Wed 7/14/10	Wed 7/14/10	
25	Head Vase	1 day	Wed 7/14/10	Wed 7/14/10	
26	Head Vase	2 days	Wed 7/14/10	Thu 7/15/10	
27	Head Vase	1 day	Wed 7/15/10	Wed 7/15/10	
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Oak Park and River Forest High School  
2010 Summer Life Safety and Interior Renovations  
Estimate of Project Costs

**EXHIBIT "C"**

Date: 2/16/2010  
Revised:

**ESTIMATED GENERAL CONDITIONS**

General Conditions (See Exhibit "D" of contract)	7.23%	\$368,096
Estimated General Conditions Sub-Total:		\$368,096

**ESTIMATED WORK**

Elevator upgrade to meet current code	\$72,594
Replace Air Handlers	\$1,001,800
Fire Damper Installation	\$89,836
Mechanical VAV box replacement	\$698,719
Plumbing	\$444,639
Science Lab Renovation	\$1,155,518
Pool Improvements	\$362,971
Masonry repairs	\$304,257
Asbestos On-Site management	\$58,500

Estimated Work Sub-Total: \$4,188,833

**PROFESSIONAL FEES**

Pre Construction Fee	\$20,000
Architectural/Engineering (A/E) Lump Sum Fee	\$358,866
Asbestos Design Lump Sum Fee	\$14,700
Construction Management (CM) Fee*	3.14% \$143,100

Professional Fee Sub-Total: \$536,666

**Grand total: \$5,093,595**

\* Construction Management fee is based on estimated construction costs.  
Actual fee will be based on Final contract values

# Oak Park & River Forest High School

Summer 2010 Renovations and Life Safety Work  
Design Build General Conditions Estimate



## EXHIBIT "D"

Refer to Sections 8.1.4 and 8.1.5 of contract

Project Number: 07-4825-35

Date: February 16, 2010

Rev.

Description	Units	Quantity	Unit Cost	Sub Total	Percent Total
DIVISION 010-000					
GENERAL REQUIREMENTS					
010-103 Office equipment/supplies	MO	5	\$50	\$250	0.07%
010-104 Phones	MO	5	\$120	\$600	0.16%
010-104 Data Service	MO	5	\$110	\$550	0.15%
010-105 Delivery service/ special mail	AL	1	\$500	\$500	0.14%
010-108 Printing (Plans, Spec books, etc)	AL	1	\$8,000	\$8,000	2.17%
010-109 Advertisements	AL	2	\$1,000	\$2,000	0.54%
010-146 Director Oversight	Hr	156	\$175	\$27,300	7.42%
010-149 Safety Manager	VISITS	20	\$350	\$7,000	1.90%
010-153 Project Manager (Part Time, 20 Hrs/Week)	Hr	400	\$125	\$50,000	13.58%
010-154 Construction Manager 1 (Full Time, 40 Hrs/Week)	Hr	785	\$100	\$78,500	21.33%
010-154 Construction Manager 2 (Full Time, 40 Hrs/Week)	Hr	785	\$100	\$78,500	21.33%
010-158 Project Engineer	Hr	80	\$70	\$5,600	1.52%
010-159 MEP Coordinator	Hr	80	\$125	\$10,000	2.72%
010-153 Purchasing /Contracts	Hr	120	\$125	\$15,000	4.08%
010-201 General Liability Insurance	% job	1.00%	\$5,000,000	\$50,000	13.58%
010-204 Workers Compensation	% payroll	4.25%	\$244,600	\$10,396	2.82%
010-301 Construction Photos	LS	0	\$500	\$0	0.00%
010-604 Jobsite Signs	LS	1	\$500	\$500	0.14%
010-602 OSHA required Signage	LS	1	300	300	0.08%
010-701 General cleaning	LS	1	\$10,000	\$10,000	2.72%
010-703 Dumpsters (1/week)	WK	10	\$410	\$4,100	1.11%
010-801 Equipment rental	LS	1	\$500	\$500	0.14%
010-860 Temporary Protection	LS	1	\$1,500	\$1,500	0.41%
010-901 Misc. Expenses	LS	1	\$1,000	\$1,000	0.27%
010-902 Travel expense	WK	40	\$150	\$6,000	1.63%
<b>TOTAL COST:</b>				<b>\$368,096</b>	<b>100.00%</b>

These figures are a current estimate of costs that will be needed to complete the work per contract. The costs incurred for actual work could be higher than estimated, however, they could be less. All costs and expenditures will be reviewed and tracked with Cheryl Witham on a monthly basis.

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

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

**REVISED**

TO: Board of Education  
FROM: Jason Edgecombe  
DATE: February 25, 2010  
RE: Personnel Recommendations

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**BACKGROUND**

The Personnel Recommendations for this month include the following:

- New Hire - Certified (5)
- New Hire - Non-Certified (2)
- Resignation - Certified (1)
- Resignation - Non-Certified (1)
- Retirement Request – Non-certified (1)

**SUMMARY OF FINDINGS**

The attached document provides brief descriptions for each above recommendation.

**RECOMMENDATIONS**

Motion: Move to approve the Personnel recommendations as presented.

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**MOTION: Move to Approve**

**Roll Call Vote**  
X1.A.

**NEW HIRES – CERTIFIED**

- **Daniel Cohen**                      Division Head for English effective August 18, 2010  
  
TERMS:                                      Administrative Salary of \$115,360.00  
  
EDUCATION:                              BA – University of Illinois Urbana/Champaign – English - 1988  
    MA – DePaul University – Curriculum and Instruction - 2000  
    CAS – National Louis University – Ed. Leadership - 2002  
  
EXPERIENCE:                              English Teacher – Deerfield High School and Lane Technical High School
  
- **Esteban Medina**                      Student Services Counselor effective August 12, 2010  
  
TERMS:                                      MA+45, Step 7 – \$77,934  
    Counselor Stipend - \$2,000  
    Ten Additional Days at Per Diem - \$4,258.68  
  
EDUCATION:                              BS – University of Illinois – Mathematics – 2002  
    MA – National-Louis University – Secondary Education – 2006  
    MA – Northeastern Illinois University – Counseling – 2009  
    Add. Studies – Parkland College  
  
EXPERIENCE:                              Guidance Counselor and Mathematics Teacher – Edwin G. Foreman High School; Math Tutor – Triton College
  
- **Tina Halliman**                      Director of Special Education effective July 1, 2010  
  
TERMS:                                      Administrative Salary of \$129,265.00  
  
EDUCATION:                              BA – Northern Illinois University – Psychology - 1994  
    MA – Dominican University – Special Education - 1999  
    MA – Aurora University – Social Work - 2000  
    EdD – Loyola University – Educational Administration - 2006  
  
EXPERIENCE:                              Director of Pupil Personnel Services and Crisis Intervention Coordinator – Cook County School District 130, Dean of Students/Staffing Coordinator/Special Education Teacher/Social Worker – Homewood Flossmoor High School District 233, Clinical Coordinator/Assistant Principal – Infinity School of Chicago, Special Education Teacher and Inclusion Facilitator – Chicago Public Schools, Case Manager – Community Economic Development Association

### **NEW HIRES – CERTIFIED (continued)**

- **Lauren Smith** Director of Human Resources effective July 1, 2010  
  
TERMS: Administrative Salary of \$142,100.00  
  
EDUCATION: BA – University of Phoenix – Business Management - 2000  
MA – University of Phoenix – Organizational Management – 2002  
MA – Western Illinois Univ. - Superintendent Certificate – 2007  
  
EXPERIENCE: Chief Human Resources Officer – Consolidated School District 158, Human Resources Director – SEDOM, Vice President for Human Resources – Axium Entertainment
  
- **Rahasad Singletary** Physical Education Teacher effective August 23, 2010  
  
TERMS: BA, Step 1 – \$53,016  
  
EDUCATION: BS – Illinois State University – Physical Education – 2002  
  
EXPERIENCE: Student Teacher – Oak Park and River Forest High School and Lincoln Elementary; Teacher Aide – Thomas Metcalf Lab School

### **NEW HIRE – NON-CERTIFIED**

- **Carin Lucas** Special Education Teaching Assistant effective February 16, 2010  
  
TERMS: CPA/SEIU Salary Schedule, Grade 3, Step 3, \$15.29 per hour (subject to negotiations)  
  
EDUCATION: BS – Northeast Missouri State University –Elementary Ed. – 1983  
Add. Studies – Triton College and Illinois State University  
  
EXPERIENCE: TA – Plainfield Community School District 202 and Westchester Public School District 92½; Elementary Teacher – School District 89 and Mannheim School District 88
  
- **J. Curtis Williams** Special Education Teaching Assistant effective January 26, 2010  
  
TERMS: CPA/SEIU Salary Schedule, Grade 3, Step 3, \$15.29 per hour (subject to negotiations)  
  
EDUCATION: BA – University of Wisconsin – Italian – 1994  
Add. Studies – Triton College and Columbia College  
  
EXPERIENCE: Self Employed – Photographer; Helix, Ltd – Sales; Facets Multimedia – Customer Service

### **RESIGNATION - CERTIFIED**

- Mark Wilson, the Assistant Principal for Student Services since July 1, 2008 has resigned his position effective June 30, 2010.

### **RESIGNATION – NON-CERTIFIED**

- Christina Santana, TA in the Special Education Division and Spoken Word since January 8, 2007 has resigned her position effective January 22, 2010 for personal reasons.

### **RETIREMENT REQUESTS – NON-CERTIFIED**

- James LeFevre, Math Tutor since October 1, 2001 has requested retirement from the District effective June 11, 2010.

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

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

TO: Board of Education

FROM: Jason Edgecombe

DATE: February 25, 2010

RE: 2010 – 2011 Sabbatical Leave Application

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**BACKGROUND**

As is the custom of the District and in keeping with the Collective Bargaining Agreement with Faculty Senate, the District receives applications for Sabbatical Leaves January 15<sup>th</sup> of each school year. As a reminder, the Sabbatical process involves three levels of approval; the first level requires a review of the application by the District Sabbatical Review Committee with approved applications forwarded to the Superintendent (second level); applications approved by the Superintendent are forwarded to the Board (third level) for final approval.

This year there is one application being presented for consideration by the Board. This application request is from Elizabeth Farley, World Language Teacher (French). Ms. Farley is completing her seventeenth year of service with the District. She plans to spend her sabbatical year in France and Italy completing a French Reader for second year regular and honors level students.

**SUMMARY OF FINDINGS**

The District's Sabbatical Review Committee and Dr. Weninger have approved the application of Ms. Farley without contingencies and believe successful completion of the sabbatical objectives could be of significant benefit to students who choose to study the French language. The text of Ms. Farley's request is attached for Board review.

**RECOMMENDATIONS**

The administration recommends the approval of Elizabeth Farley's Sabbatical Leave request for 2010-2011.

Attachment (1)

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MOTION: Move to approve the recommendation as presented

ROLL CALL VOTE

AGENDA ITEM NO. XI.B

TEL: (708) 383-0700

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

TTY/TDD: (708) 524-5500

FAX: (708) 434-3910



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

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**Application for Sabbatical Leave**

**Directions**

Prior to completing this application, please read **Board Policy 4153 Certified Personnel Sabbatical Leave** and **Article 19 Sabbatical Leave** of the Negotiated Agreement. Please provide the information requested below, answering the questions as completely as possible. Attach additional pages as needed. Return the completed, dated, signed, and Division Head-endorsed application by January 15, 2010 to the Office of Human Resources. Please type all portions of this application.

A. Application Date January 15, 2010 Sabbatical Leave Dates 2010-2011 school year

B. Name: FARLEY Elizabeth Anne  
Last First

Middle

C. Division: World Languages

D. Number of years employed at OPRFHS (including current year): 17

E. Have you previously been approved for and taken a Sabbatical Leave while employed at OPRFHS?

1. Yes \_\_\_\_\_ No X

a) If yes, please state the dates/years, and the nature of prior Sabbatical Leave activities.

b) Dates: From: \_\_\_\_\_ To: \_\_\_\_\_

c) Nature of activities: \_\_\_\_\_

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F. Please attach answers to the following questions.

1. What is the purpose(s) of your intended Sabbatical Leave?
2. What specific activities do you plan to engage in, and what are the purposes for each activity? Indicate approximate amount of time to be spent on each.
3. Identify and explain how your Sabbatical Leave will lead to improved services to the District community, colleagues, and students.
4. How will you share and disseminate the knowledge and skills gained from your Sabbatical Leave to the District community, colleagues, and students?
5. Identify and explain specific efforts have you made in the last five years to enhance your professional growth and/or contribute to the District beyond your basic employment responsibilities.
6. Will you receive any type of outside grant or remuneration as a result of your Sabbatical Leave or its activities?

Yes \_\_\_\_\_

No X \_\_\_\_\_

If yes, please indicate the amount: \_\_\_\_\_

**Endorsement**

Division Head/Assistant Principal

C. Saff  
Signature

1/15/2010  
Date

**Recommendation**

Assistant Superintendent  
for Human Resources  
(for the Sabbatical Leave Committee)

J. Edgercombe  
Signature

2/17/10  
Date

**Recommendation**

Superintendent  
(for the DLT)

[Signature]  
Signature

2/19/10  
Date

**Approval**

Board of Education

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 1. What is the purpose of your intended Sabbatical Leave?

The main purpose of my sabbatical leave will be to create a French reader that will complement our current textbook for the second-year French regular and honors courses. The reader will parallel the grammar and vocabulary for each unit in the textbook, but it will also add more cultural topics to our curriculum. By including photos, historical information, and links to internet resources, the text will provide a much needed source of reading materials for our second-year students.

Over the past three years, the French teachers have used three different texts for the first three levels of French at Oak Park and River Forest High School. After using the McDougal Littell *Discovering French* series for one year and not finding it satisfactory, we used a grammar workbook and other materials while we researched another text to adopt. The revised EMC series, *C'est à Toi*, was chosen, and we are currently using the series and both students and teachers are pleased with the textbook and the ancillary materials. However, the series lacks any supplementary reading materials beyond the short dialogues or readings in each chapter. Over the years we have purchased and used many short readers for the beginning levels of French. Unfortunately, there has not been any one reader that has worked well in the second-year level. Most often we find readers that are too elementary in subject matter and do not take advantage of any cultural topics, leaving the students uninterested.

At OPRFHS we focus on all aspects of language acquisition—speaking, writing, listening comprehension, reading and culture—and include these in our instruction and assignments for each level. The reader I will create next year will be an important component for the curriculum in the second-year level of French. It will integrate the grammar and vocabulary in each chapter, but I will write for the audience I know: the students at OPRFHS. I will write the reader as part narrative and part travel guide of France, but incorporate the topics the students are studying in each unit of the 12 unit textbook. At the end of each chapter I will include grammar, vocabulary and reading comprehension questions. By adding photos and images from each locale, historical information and practical information such as how to reach a destination by train or links to websites for a museum, the readings will introduce more cultural topics to the students. I will also include more up-to-date cultural topics such as the changing demographics of France and the experiences of the many francophone residents of France from other continents.

During the sabbatical I will visit and gather information from towns, museums and cultural institutions in France. In addition, I will document my travels and create a website on which students can find further information about each place I visit next year (including photos, links and audio). Upon my return, the reader will be piloted in the second-year French classes.

**2. What specific activities do you plan to engage in and what are the purposes for each activity? Indicate approximate amount of time to be spent on each.**

There are two primary activities that I plan on pursuing during my sabbatical year. The first will be to observe and research reading strategies and activities in Italy. Our partner school for the exchange program with Italy for over the past twenty-two years, I.T.C. Alessandro Volta, is a technical and language high school just outside of Florence. A sort of magnet school, students at A.Volta are enrolled in three language classes during their time at the school. I have asked for and have been granted permission by their vice principal, Elisabetta Paoli, to observe and assist in their French and English classes next fall. I will live in Florence and will work with many of the teachers whom I have met over the past 17 years from A. Volta to find out what reading materials they use, what works well, and how they integrate it into their curriculum. It will provide me with an opportunity that we so rarely have in our busy schedule at OPRFHS; to observe other language teachers, but to do so in Europe, where the emphasis on language acquisition and mastery is considered an integral component of every student's education. I will be able to interview other high school language teachers and research their reading strategies for all levels of language. This portion of the sabbatical will take place from September through early December of 2010.

The second activity of my sabbatical year will be to live in Paris and travel within France and gather the information needed for the reader and the companion website. My colleagues, Rena Mazumdar and Maureen Grady, will be able to follow along with their classes as I travel and research throughout France. I will start in Paris and then will compile information on French society and culture throughout France's regions. This portion of the sabbatical will take place from December through May of 2011.

Living in Europe will give me the opportunity to research reading strategies in language classes and gather resources for the reader. Living in Paris will especially give me more insight into the French culture in the year 2010 and allow me to improve my French language skills and stay current with the culture.

I will take the information I have researched, the photographs and images I have collected and will continue to add these to the written text of the reader that I will start during my stay in France. The reader can be produced in hard copy format or as a link from the website I create while in Europe. I will continue to work on this throughout June and July and will complete the project by mid August of 2011.

**3. Identify and explain how your Sabbatical Leave will lead to improved services to the District community, colleagues, and students.**

As stated before, the second-year curriculum is lacking a reader that will connect all students to the French language and culture. Our second-year level of French historically has the largest enrollment of all of our levels and the most diverse make-up of students. There are freshmen coming in from different feeder schools, but also upperclassmen that have switched from another language to French. The reader I will create will be written based on the experience I have had with the second-year students and knowing what engages them as readers. The text will help reinforce the grammar and vocabulary but will also, for example, expose the students to related expressions or words that are used now in France among teenagers. The students would appreciate something that is personalized to their interests and age level but that will also increase their understanding of the language and the culture of France today and help them succeed in the course.

The reader is something that can be used by my colleagues in our classes and will fit into the current curriculum seamlessly. I am sure that it is something that even upon its completion can turn into an on-going collaborative project among the three of us as we pilot the reader in our classes.

Lastly, the sabbatical year will challenge me both professionally and personally. I am excited at the prospect of taking the experience I have at OPRFHS and with our students and creating a tool that will enrich the education of every student in our French classes as well as strengthen our French program. Although I try to travel to France every year, I feel that by actually living there again, I will be immersed in the language and culture and in turn, return from the year with many experiences and skills that will make me a better teacher and colleague.

**4. How will you share and disseminate the knowledge and skills gained from your Sabbatical Leave to the District community, colleagues, and students?**

My experience in Italy and France is something that I can share with my colleagues within my own division during division meetings or an in-service day. Perhaps this project is one that another World Languages teacher at OPRFHS would like to adopt in their own target language and country. I would be happy to share any of my experiences with the faculty and staff as well as parents; many who are always eager and interested in travel to France and working on their own French skills.

I am sure that there are aspects of the European educational system that I will learn about that would be of interest to all teachers at OPRFHS. I am very certain that there are learning experiences that are always a byproduct of living abroad that will present themselves during my sabbatical year and that will benefit my colleagues and students.

The students in the second-year French classes will use this reader along with their textbook for each unit in the book. As the author, it is something that I can edit and update as needed in the years to come.

**5. Identify and explain specific efforts have you made in the last five years to enhance your professional growth and/or contribute to the District beyond your basic employment responsibilities.**

Within the World Languages Department, I am the head of the French curriculum committee, the French National Honors Society and serve on the technology committee for the ICC. While I was finishing my Type 73 program at DePaul University five years ago, I was asked to teach three sections of first-year Italian in an attempt to create more sections for our French teachers at the time. I took an eight-week intensive Italian course at Northwestern that summer and taught Italian and French for the next three years until a third Italian teacher was hired.

After starting an exchange with a school in Angers, France, during my second year at OPRFHS, I also helped Marlene Spicuzza with the Italian exchange and helped organize the exchange for the last fifteen years. I have traveled to France three times and to Italy four times with OPRFHS students.

I have served on the Tradition of Excellence Committee, but my main contribution outside of the department has been as the co-sponsor of Tau Gamma, OPRFHS's 94-year old service club. With over a hundred members, we provide assistance to local organizations such as Hephzibah, Parenthesis, PADS, WSSRA and Misericordia Home, to name a few. We tutor in the middle schools and provide help for events for the Oak Park Conservatory, the Animal Care League, the Hemingway Museum and many more organizations. Each year we plan the King of Hearts Dance

that sponsors a Make-A-Wish child. We have numerous events each week for which we volunteer, in addition to raising money that can be donated to students at OPRFHS that need help with bus fares, testing fees, tickets to dances, nothing, etc. I am very proud of all that our members do and I am very passionate about my involvement in instilling in our students the importance of helping others in the community.

The regular Board meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday evening, January 28, 2010, in the Board Room.

**Call to Order** President Protempore and Vice President Lee called the meeting to order at 7:15 p.m. The following Board of Education members were present: John C. Allen, IV, Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present were: Dr. Attila J. Weninger, Superintendent; Jason Edgecombe, Assistant Superintendent for Human Resources; Philip M. Prale, Assistant Superintendent for Human Resources, Nathaniel L. Rouse, Principal; Cheryl L. Witham, Chief Financial Officer; James Paul Hunter, Faculty Senate Executive Committee Chair; Elizabeth Turcek, Student Council Liaison Representative; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

**Visitors** The Board of Education welcomed the following visitors: Kay Foran, OPRFHS Communications and Community Relations Coordinator; John Stelzer, Athletic Director; Bernie Heidcamp and Devon Alexander, OPRFHS faculty members; Peggy Swanson of the League of Women Voters; Iris Zaldivar, co-chair of Citizens' Council; *Trapeze* representative; John Bokum and Nancy Leavy, community members.

**Visitor Comments:** Nancy Leavy, Oak Park resident and former Board of Education member, addressed the Board of Education regarding the superintendent search. She had decided that she wanted to speak to the Board of Education after having participated in the focus group with Dr. Hanson of School Exec Connect. Having gone through the search process herself, she acknowledged that it was difficult and arduous. She shared the thoughts and questions she felt the present Board of Education should consider asking the candidates; she had asked the same questions of the candidates when she participated in a search for a superintendent. She felt they were important and reflected a large segment of the community. Carlotta Lucchesi had responded to Dr. Hanson's question as to what was the most important thing the Board of Education does in preparation for the search by saying that the Board of Education decides who and what is being sought. Ms. Leavy agreed with that response, as it was reflective of how the Board of Education comes together as a community, giving weight to its assets and its deficits. OPRFHS is a phenomenal institution with thousands of successful engaged students who participated in cocurriculars and sports. The school is well funded, well run, and supported by the community. It is an enormous asset in the community. The Board of Education must look for someone who is worthy of the school; the school does not need someone to rescue it. The Board of Education must acknowledge what this school is, what is terrific about it,



and what the Board of Education feels must be mitigated, albeit presented in the context of a positive framework. How the search is approached matters. Because the Board of Education is first the conservator of the school, she suggested asking the candidates the following questions.

1. Do you see the value and benefit of this large institution? When she heard words like “overwhelming,” “too many kids,” etc. from the candidates she interviewed, she knew that was not the person for OPRFHS.
2. Do you have a commitment to the differentiated curriculum in the school? Will you support philosophically having beginning algebra and AP Calculus?
3. What is your vision on how to motivate and how to strategize unmotivated students? Low achievement does not mean the same as non-achievement. Not all students perform in the same way. There is a cohort of underachieving, predominately male students, but why they underachieve is unique to each one of them. Some have the skills but do not achieve. Some are motivated but have physical or emotional issues. She hoped that the candidate would have some unique insights into this.

She thanked the Board of Education for hearing her perspective in this critical process.

**Changes to the  
Agenda**

Ms. Patchak-Layman asked that the continued discussion of Board Goals continue at the beginning of the meeting under non-agenda items and remove Item G from the consent agenda.

**Status of FOIA  
Requests**

Dr. Lee reported that there was one FOIA request but it was not yet resolved.

**Board of Education  
Comments**

Mr. Finnegan thanked the Board of Education members for the work they did via email in several areas. He was honored to be among this group and to see people using their skill sets. He noted that Ms. McCormack worked on a 30-year history of the PEG Committee’s accomplishments and compared it with the work that had been done these past two years. He suggested that perhaps the Board of Education did not have to continue at the rapid pace it has been going.

Acknowledging all of the hiring yet to be done, including the search for the superintendent, he appreciated Ms. Leavy’s concerns and he wanted to speak to that point and to the communities at large. It was the Board of Education’s decision to keep the names of the candidates confidential in order to get the best candidates possible. If the communities were not happy with that decision, they could vote their displeasure at future

elections. He noted a number of stakeholders would work confidentially with the Board of Education to meet the community demand.

Ms. McCormack, too, thanked Mrs. Leavy for her comments.

Ms. Patchak-Layman also thanked Ms. Leavy for her remarks and noted that she disagreed on what she wanted in a superintendent but that she hoped that the superintendent coming forward would be thankful for the breadth of input.

Ms. Patchak-Layman attended the Tri-District Institute Day, which focused on Response to Intervention (RtI). The speaker was Pat Quinn, not Governor Quinn, the expert on RtI. She was struck by one of the comments he made as it related to the Board of Education's goals of providing more instruction for students assigned in-school or out-of-school instruction. The recommendation was that discipline should not preclude a student receiving instruction. One of the Board of Education's goals this year was to make sure that students removed from the classroom had more instruction, as just providing tutoring did not make up for the missing classroom time. Instruction should continue even though there are discipline issues.

Ms. Patchak-Layman asked that the proposed discussion item about the philosophy and beliefs on the administrative compensation system with the DLT members' involvement be held in open session. Should the Board of Education be asked to accept the recommendations, it would be public business. Dr. Lee noted that this would be discussed in open session under the section "Other."

Dr. Lee reported that a *Trapeze* newspaper reporter recently asked him what he believed was the reason for the Board of Education's dysfunctionality. His response was that there are seven individuals on the Board of Education, each of whom has his/her own thoughts, each of them do a great deal of thinking, none of whom feel obliged to follow someone else's line of thinking, and none of whom are not shy about disagreeing with each other. Having public disagreements, does not make this a dysfunctional board. A dysfunctional board would not be able to do the business of the District and this Board of Education does that and continues to do that effectively, albeit it might not be quiet and peaceful. The Board of Education has accomplished the business of this District and accomplished it well. He has no apologies to make for this Board of Education, as it reminded him of what life was like living with his brothers and sisters—it was not a peaceful place, but many things were accomplished.

Mr. Allen, a member of the Illinois State Bar Association, was asked to help with the High School's Mock Trial Invitational this past weekend. He reported that OPRFHS had a team that tied for first place and went to the state competitions. He reported that watching the students playing lawyers was very impressive and some of them were better prepared and more capable than some lawyers he knows. OPRFHS competed against Evanston Township High School. He complimented the coaches/faculty in the building for their involvement with these students, as they should be very proud. This is an example of how OPRFHS prepares its students.

Mr. Conway attended a District 209 board meeting where the topic was mass reduction of staff and programs. As a member of the audience hearing the frustration of students, teachers, faculty, staff, and parents, he was very grateful that OPRFHS has not had to face the hurdles others face in educating the children. The public is complacent on whom they elect and the funding of education for the students of Illinois. There has to be a movement to educate students. The United States is not spending the amount of dollars other countries are spending for education. Sitting at that board meeting saddened him because those students are already behind the eight-ball because of the zip code in which they live; they are right next door to this community. There has to be a push to make sure everyone is able to receive a quality education, because that is what is best.

Dr. Millard thanked the community and the people in the building who have made it possible to be able to offer the opportunities that students have.

Dr. Millard, as the Board of Education's liaison to the search for the superintendent, reiterated the process. A series of focus groups to gather input as to the key aspects of the search had just been completed. In addition, several hundred people completed the on-line survey. The consultants are Dr. Linda Hanson, Dr. Alan Alson, and Dr. John Sawyer of School Exec Connect. On Wednesday, February 3, at 7:00 p.m., they will present a summary of the information from both the focus groups and the survey. During the month of February, they will be receiving, vetting applicants, etc., and determining which six to bring to the Board on March 9, during a closed session. Anyone with possible candidates should inform Dr. Hanson, Dr. Millard, or Ms. Kalmerton. During March, the Board of Education will pare down the number of candidates. A confidential committee will help screen the candidates; this committee will be composed of ten to twelve representative stakeholders in the community. This will be a confidential search. The expectation was to announce the name of the new superintendent at the April 29 Board of Education meeting.

**Internal Board of  
Education  
Communications**

It was the consensus of the majority of the Board of Education for the President Protempore to send out biweekly communication to Board of Education members about his conversations with the superintendent because of the scope of the Board's business at this time.

While Dr. Millard acknowledged not doing this during her presidency, she felt that she had been remiss in not communicating with the other Board of Education members about some of the things she and Dr. Weninger discussed.

**Student Council**

To help students visualize what they would be choosing as to graduation dress, Ms. Turcek reported that Student Council had decided to create a display case with the two options: white dress and dark suit or a navy cap and gown. Mr. Rouse is working with the Student Council President and, hopefully, a decision will be made by spring break. Her feeling was that the opinions on both options were evenly split.

Student Council is also attempting to raise funds for the victims of Haiti, but she has been disappointed at the results.

Elections for new officers will be held in March. One officers' position has been eliminated.

Student Council is moving towards a greater community focus: giving back, introducing school spirit, and working with the Huskie Athletic Council and the Kyle Braid Foundation. In this regard, students will be encouraged to wear orange and blue on Fridays.

On January 27, Student Council met with Dr. Hanson who asked three questions: What is great about school? What are the problems? What are five things the new superintendent needs to have? Those questions solidified her faith in the process. Twenty-four students of both genders and all grades participated. It was informative, they were able to vocalize their thoughts, and they felt heard.

**Principal Report**

Mr. Rouse presented the following report.

The second semester of school started relatively smoothly. He congratulated the faculty on its efforts to bring closure to first semester. Semester end is one of the most pressure-filled times in the lives of teachers, as they are providing comprehensive final assessments to the students within an extremely tight timeline in order to provide appropriate feedback.

He spoke about the high school's efforts to lend a helping hand in light of the horrific tragedy in Haiti. As of today, and thanks to the wonderful efforts of the students and staff, OPRF raised a total of \$1,140 for Haiti.

A few things to note:

1. Students will continue to collect the following week, the goal is \$4,000,
2. OPRFHS is collaborating with Rotary and these funds will be used to support Shelterbox—a self-contained shelter and survival box that can house ten people. Each costs \$1,000.
3. OPRFHS is communicating its efforts to OPRF Families via the HuskieNews with a link to donate @ Shelterbox on the OPRFHS website.
4. The Huskiepalooza in March will be renamed Haitipalooza and all proceeds will go to Haitian victims.

Mr. Rouse congratulated the following students as being recipients of the Student of the Quarter Awards for second semester.

Alexander Merchen, Natalie Rosseau, Drew Angle, Christopher Dowse, Arianne Parada, Helen Vander Griend, Antonio Foster, Roberto Heredia, Caleb Conway, Dupree Alexander, Rose Flanigan, Jordan Jackson, Eric Hallman, TaTyana Bonds.

OPRFHS hosted a Tri-District Institute Day for Districts 90, 97, and 200 and over 900 faculty and staff heard information relative to Response to Intervention strategies. The keynote speaker was Pat Quinn, nationally known as "The RTI Guy." Mr. Quinn is the author of the nation's largest newsletter dedicated specifically to helping teachers implement Response to Intervention. His online training "Response to Intervention Made Easy" has been used by thousands of teachers around the country and his live training events routinely sell out as teachers, counselors, and administrators gather to hear from America's Best Teacher Trainer! Pat Quinn's newest book *Ultimate RTI* has been hailed as "the first book that really tells teachers what they are supposed to do to implement RTI." Mr. Quinn provided two very powerful, informative Keynote addresses: *Motivating All Students to Achieve (All three Districts)*, and *Response to Intervention for All Students (Districts 90 & 97; TAs and Support Staff of District 200)*.

Mr. Rouse especially thanked OPRF Faculty members Dr. Nikki Paplaczyk, John Costopoulos, and Andrea Neuman on their efforts in making this day possible. OPRFHS is also appreciative of Districts 90 and 97's willingness to be a part of our institute day activities.

## **District Reports**

Citizens' Council—Ms. Iris Zaldivar reported on the January 14 Citizens' Council meeting at which Mr. Finnegan spoke about the superintendent search

process, and Ms. Hill and Mr. Prale spoke about the achievement gap and which programs were and were not working.

At the February meeting, there will be a discussion about substance abuse and Citizens' Council hopes to have a forum on this issue at the end of the year.

APPLE—Ms. McCormack reported that the last APPLE meeting was well attended. Division Heads made helpful presentations.

Alumni Association—Mr. Finnegan noted that the Alumni Association was working on its golf outing and that its newsletter would go out shortly.

CTA—Ms. Patchak-Layman reported that music students were in Peoria for the IMEA All-State convention. The Jazz Ensemble and the Orchestra were performing a commissioned piece. Both Cindy Milojevic and Amy Hill were attending this event.

Faculty Senate—Mr. Hunter thanked Nancy Leavy for comments, Ms. Kalmerton for her management of the participation of all the superintendent focus groups, and the work being done by the Facilities Committee, and Ms. Witham to air condition areas of the building that are not air-conditioned.

ED-RED—Mr. Finnegan reported on ED-RED's annual dinner. He sat next to Maine Township people and its new superintendent who spoke about their situation. Mr. Finnegan was thankful to prior boards, the administration, Dr. Weninger, and Ms. Witham that OPRFHS is now in a position of strength and is able to do what it has to do. He was very sympathetic to those in the Maine District in having to make cuts to programs and teachers. It is important that OPRFHS keep as fiscally responsible as possible.

## **Superintendent's Report**

Dr. Weninger also thanked Ms. Leavy for her comments. He had listened to the OPRFHS speech team readying itself for the weekend's competition.

He also reported that Dean Goodfellow was coordinating the participation of a small group of disenfranchised students in a focus group.

He also reported that OPRFHS hosted an Oak Park Development Board meeting in January where he gave a "State of the District" report.

The Park District of Oak Park is honoring OPRFHS with its Community Service Award.

The Jazz Ensemble and Symphony Orchestra performed at the Illinois Music Educators Conference January 28 in Peoria, IL. Both Amy Hill and Cindy Milojevic supported these groups at this event.

Dr. Weninger reported that Maine Township, Plainfield, and Wheaton-Warrenville High Schools were taking drastic action because of their deficit spending. He continued that Maine is comprised of three high schools and it is cutting 83 teachers in order to cut 75 teacher cuts as well as 50 to 60 support staff. It is trying to get to \$19 million in one year. Plainfield, which is much larger, is trying to cut \$16 million for next year and may send out over 200 notices of release and termination. Wheaton-Warrenville is cutting \$6 million from its budget next year. It has 2 high schools, 4 middle schools, and 13 elementary schools. OPRFHS is fortunate to have the support it has, and, at the same time, an equal call to continue to be the best stewards of the Districts' resources as possible. He asked that everyone remember that when a decision is made about finances, the District does not want to be in the position that these districts are in at this point.

Dr. Weninger reported that, as part of Black History Month, Reporter Lauren Jiggetts of Channel 5 News would interview Principal Rouse next week.

#### **Consent Items**

Mr. Allen moved to approve the consent items as follows:

- Check Disbursements and Financial Resolutions dated January 28, 2010 (attached to and made a part of the minutes of this meeting);
- Monthly November Financials;
- Authorization to prepare amended 2010 Budget;
- Authorization to Prepare FY 2011 Tentative Budget;
- Approval of Air Conditioning;

seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

#### **Treasurer's Report**

Mr. Conway moved to approve the Treasurer's Report; seconded by Dr. Millard. A roll call vote resulted in all ayes.

The Board of Education also agreed to discuss at the February Finance Committee meeting moving District funds from Park National Bank to Community Bank in a symbolic move. Park National Bank is no longer a community bank, as it was taken over by US Bank. Mr. Conway continued that since October 30, 2009, US Bank has eliminated 300 employees and plans more cuts by April. Ms. Witham noted that there was no requirement to do an RFP for bank services.

#### **Funding of Coaching Stipends**

Dr. Lee moved to accept the Funding of Coaching Stipend report; seconded by Mr. Conway. A roll call vote resulted in all six ayes and one nay. Motion carried. Ms. Patchak-Layman voted nay.

Ms. Patchak-Layman thanked Mr. Stelzer, Ms. Witham, and Dr. Weninger for providing the information on coaching stipends requested at the committee meeting. The issue is whether the Board of Education wants to transfer the funds, raised through fundraising efforts, over to the official roles and athletic stipends. More information has come to light and she asked if this program operated across the board, i.e. matching the Board of Education goals and mission for both students and faculty. The fact that this is not full school participation and the ratio of students participating does not match the population at the school caught her attention. Even more distressing is that the staffing and the coaching matches the staffing at the school. While it is simple to transfer funds from one account to another, she felt it would be wiser to have a much better understanding and review and to put suggested changes in place to work on the program before changing the funding of the 19 coaches in the proposal. She was so disturbed about the staffing that she was at the point of reconstitution, as it is so far from what was desired, that adding additional stipends under the budget and the faculty contract was not right. More discussion about this should occur with the school, the Board of Education, and the community. When there are 29 head coaches, 28 of whom are white and one is Hispanic, one wonders what is happening in the athletic program. What message does that send to the students who are part of this? Does it have an effect on them?

Ms. Patchak-Layman's other concern was the cost of the program in total versus the number of students who are able to participate in the program. Mr. Stelzer said there were a number of programs in which more students could participate, she theorized that was the way they were set up and recruited. She asked the other board members to think about this activity and how the athletic program will be able to better match the goals for the student participation. How does one reconcile that only one-third of the student body is receiving the benefit of these funds. Now with the discussion of finances, this should come into play.

Mr. Conway stated this makes it more pertinent and the Board of Education must look at those costs, but he did not want to penalize these athletes by holding up these stipends. The sports are broken down by gender while the others are co-ed. Certain programs are not minority friendly but he would not broadly say that just because there was a white coach, they were not sensitive to students. However, it is disheartening to see no minorities in the staff. His experience shows that many African-American students do not participate in the sports teams because of the reaction they have had to the leadership of the sports teams.

Mt. Rouse stated that OPRFHS prides itself on co-curricular activities. OPRFHS does not call sports programs or any clubs or activities "extra curriculars." In looking at this information, 1,165 participants is over



30% of the school. Mr. Stelzer is in a difficult situation when it comes to hiring minority coaches, because the District when it has hired minority teachers have asked them to extend their day with academics. He asked the Board of Education to consider the difficulty in hiring minority coaches.

Ms. McCormack stated that when the raw numbers of participation are looked at, one needs to recognize that other students participate in some other ways, a level of participation that is not necessarily on the field. Another concept is that equitable does not necessarily mean equal. One needs to think of equity rather than matching dollars to dollars.

Dr. Millard stated that the Board of Education has talked about getting more minority faces as coaches and sponsors and increasing minority students' involvement in programs and that should be included in that conversation. This comes in a slightly different form of which should not be forgotten. A larger conversation needs to occur on all activities.

Mr. Finnegan stated that these funds are raised by the students involved in these activities. General funds are not being used for stipends. Half of them come from families and the other from "pay to play" fee or other areas that are not being used for other funds. There are 123 students involved in non-sports related curriculars. He did not accept the fact that the District was not doing something for the other students.

Ms. Patchak-Layman stated that when these positions were being paid as volunteers from the fundraising, the monies paid matched what was collected, giving some breadth to the activities that might be occurring. When she looked at the list of volunteers who knew that the amount of money was variable, it did not seem that the volunteers were classified as assistant coaches in terms of their jobs. That provided flexibility. When moving over to the other activities, the funds then have to be relegated to either a head or assistant coach and any flexibility is lost. While \$52,000 comes from fees, a good number of those fees come from non-high school students.

Dr. Weninger noted that the high school has a tracking system in place so that it knows which students to reach out to and to get more involved. This plan provides for financial accountability. It is not smart for students to raise money to pay for personnel costs; that is a District responsibility and it is a critical philosophy to have. It will also lessen the burden to families and provide a safer coaching environment. This will also make OPRFHS more competitive in the marketplace.

It was the consensus of the Board of Education members to discuss this issue again at the PEG Committee meeting.

**Policy 102** Dr. Millard moved to amend Policy 102, Alternative Education, as presented; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

**Policy 1100** Dr. Millard moved to amend Policy 1100, Partnership with the Community; as presented, seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

**Policy 1110** Dr. Millard moved to amend Policy 1110, Information to the Public, as presented; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

**Policy 1230** Dr. Millard moved to amend Policy 1230, School Attendance on Days of Religious Observances, as presented; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

**Policy 1325** Dr. Millard moved to amend Policy 1325, Building Security, as presented; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

**Policy 1400** Dr. Millard moved to amend Policy 1400, Recognition Naming of District 200 Facilities or Events, as presented; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

**Policy 3610** Dr. Lee moved to amend Policy 3610, Automated External Defibrillator Use, as presented; seconded by Mr. Finnegan. A roll call vote resulted in all six ayes and one present. Motion carried. Dr. Millard voted present.

**Policy 5116** Dr. Millard moved to amend Policy 5116, Alternative Educational Programs, as presented; seconded by Mr. Allen. A roll call vote resulted in all six ayes and one nay. Motion carried. Ms. Patchak-Layman voted nay.

Dr. Weninger noted that legal counsel had agreed there should be two forms, one for regular education students and one for special education students.

Ms. Patchak-Layman did not know if the word “general” in Letter E meant everything offered or if it meant the regular or honors curriculum. Dr. Weninger explained that it meant the overall curriculum. Ms. Patchak-Layman suggested eliminating that word. Mr. Prale stated that the language in special education programs used to be mainstreaming, but the word “general” is now more accurate. Ms. Patchak-Layman stated that “general” would mean that if a student has an IEP and taking honors

classes, he/she would also be able to take honors classes if placed in a facility. However, in previous conversations about honors classes, the Board of Education has been told that many places do not offer honors classes. Mr. Rouse replied that the law states that schools must provide the students their education per their IEP. They are not removed from special education and then moved to a place that would not speak to their IEP needs. A manifestation hearing is held anytime they might be moved. When thinking about an alternative education, think about them in the general education program. If they were expelled, those are the students that are referred to alternative education schools, not the IEP students.

There was no support for removing the word “general.”

**Policy 3900**

Dr. Millard moved to adopt Policy 3900, Freedom of Information Act, as recommended at the January 28 PEG Committee meeting; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

**Policy 4119**

Dr. Lee moved to approve Policy 4119, Nepotism, for First Reading, with the changes noted at the Policy, Evaluation, and Goals Committee meeting prior to this Board meeting; seconded by Mr. Allen. A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

**Policy 5136**

Dr. Millard moved to approve Policy 5136, Student Travel, for First Reading, as presented; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

**Gifts and Donations**

Mr. Finnegan moved to accept with gratitude the gifts, as presented (attached to and made a part of the minutes of this meeting); seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

**Adoption of  
Resolution Abating  
\$1 Million from the  
Working Cash  
Fund to the  
Education Fund**

Mr. Conway approved the Resolution to Abate \$1 million from the Working Cash Fund to the Education Fund, as presented; seconded by Dr. Millard. A roll call vote resulted in all ayes. Motion carried.

**Public Hearing**

Mr. Allen opened the hearing for the intent to transfer \$1 million from the Education Fund to the Operations and Maintenance Fund at 9:31 p.m. Receiving no written or oral comments, Mr. Allen closed the hearing at 9:32 p.m.

**Adoption of  
Resolution**

Mr. Finnegan approved the Resolution Transferring \$1 Million from the Education Fund to the Operations and Maintenance Fund; seconded

**Transferring \$1  
Million from  
the Education  
Fund to the  
Operations and  
Maintenance  
Fund**

by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

**Personnel  
Recommendations**

Mr. Finnegan moved to approve the personnel recommendations, as presented, (attached to and made a part of the minutes of this meeting); seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

In response to Ms. Patchak-Layman's question as to what positions are posted, Mr. Edgecombe stated that all full time and part time positions are posted, but that temporary assignments are not necessarily posted. Temporary, short-term assignments (usually no longer than 3 months) are usually filled via word of mouth. Generally, these positions are filled by a retiree or someone looking for short-term work. Ms. Patchak-Layman asked that the subject of temporary employment and how candidates are screened for those positions be added to an HR meeting in the near future.

**Approval of  
Summer School  
Stipends, Tuition  
And Dates**

Dr. Millard moved to approve the Summer School 2010 tuition, stipends, and dates, as presented and discussed at the January 19, 2010 Finance Committee meeting; seconded by Mr. Allen. A roll call vote resulted in six ayes. Motion carried. Mr. Conway was absent from this vote.

The dates of the 2010 Summer School are June 16 – July 23.  
Tuition will be \$180 per class.  
Teacher stipends will be \$2450 per section.

Teacher stipends were being raised \$50 this year to keep competitive with competing Districts. There has been some difficulty in getting teachers to teach some classes.

**Approval of  
Minutes and**

Mr. Conway moved to approve the open and closed session minutes December 15, 17, 23, 2009, and January 12, 19, and 21, 2010 to declare that the Audiotapes of the closed sessions of May 2008 be destroyed; seconded by Mr. Allen. A roll all vote resulted in all six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

**Baldrige  
Assessment  
Process**

The PEG Committee began a discussion on goals which included the discussion of a proposal to postpone the Baldrige Assessment Process until the fall. In preparation of that discussion, Mr. Bloom of Blueprint Education Services had presented the option of proceeding on a limited basis for the leadership. The purpose of pursuing a self-assessment this spring were described in the committee with the intention that if the District were to

consider this, the Board of Education would need to look at the other aspects of the workload, including the focus of goals which command a great deal of attention by the administration. Mr. Allen was sympathetic to those who do not feel they have a composite understanding as to what this process will entail. Ms. McCormack shared she has not been involved in it, but her own evolution suggests that this kind of self-assessment could be valuable for the District; the reason for proceeding would be for the advantage of having current administrators involved and offering unique assessments. Ms. McCormack admitted that there were unresolved questions in that meeting, but she was willing to help the Board of Education in all ways. Dr. Lee also shared that he did not have the kind of understanding of Baldrige that he wanted, because he had not asked all of the questions he should have and he found the workshops too broad. While he asked, in general terms, what would the school do and expect to get from this process, he supported going forward with some aspects of it because he believed that in so doing, the District would be able to answer the questions it cannot do at this time. He felt the time spent would be justified. He recognized that the District would have to shift the administrators' priorities.

It was agreed that the consultant would be asked to present to the Board of Education at the February PEG meeting so that further questions could be addressed.

Mr. Finnegan concurred with having the consultant at the Board of Education meeting, but he did not believe the frustration that he and Ms. McCormack were feeling would be solved by anything other than just the process. Whether the process was worth the time, would be a leap of faith. The question is can the District move forward on a truncated basis this current school year that will leave the Board of Education and the new superintendent potentially with a roadmap to start. He wanted to find a way to start by doing the leadership portion and to see if an administrator below Dr. Weninger could do this work to leave Dr. Weninger free to the vital tasks outside of Baldrige. He looked to have a smaller number of people involved and to use it as a start for the new superintendent as a way to inform him/her about the school. Then the Board of Education will know if the administration finds it valuable enough to champion it and, if so, find enough people to fill out whatever criterion teams are needed. He reiterated leaving Dr. Weninger outside of this process and if someone does not step up and take the chair's role, the Board of Education will know that it does not have the right administrative leadership to take on this assessment. Appreciating Mr. Finnegan's consideration of his workload, Dr. Weninger informed him that Mr. Bloom is the facilitator. The teams involve members of DLT, the Board of Education, parents, and students. There is no other chair and it cuts across all sections of leadership. The process being proposed now is more typical in industry. OPRFHS wanted to include all stakeholders in order to be more transparent. Dr. Lee supported Mr. Finnegan's suggestion and he understood

the time pressure on the superintendent. However, he felt that Dr. Weninger had insights that he wanted included in the process. Dr. Weninger noted that the Steering Committee is composed of DLT and it was not focused on the superintendent.

Mr. Finnegan asked if the Board of Education moved forward with Baldrige what would come off the table. Dr. Weninger responded that the obligated committee work includes regular work and additional items that occurred this year. The Administration presented what it felt it could accomplish in 2009/10 and what it could accomplish in 2011. Dr. Millard reflected that if Baldrige were added to the list for 2010, the workload would not change. It behooves the Board of Education to question whether or not there was any value to changing its goals for 2009-2010. Ms. Patchak-Layman noted that Baldrige's measurement analysis and knowledge management was ongoing; the Board of Education talks about it every month within the Instruction Committee meeting. She did not believe some of this was additional work in terms of the content areas. The information still goes into the general information pot. Dr. Weninger noted that it was not what goes on inside the Instruction Committee meeting but the time of administrators and Board of Education spend outside the meeting. He proposed postponing the things at the bottom of the page, except for the Baldrige Assessment Process.

On the issue of grading, Ms. Patchak-Layman stated that some things could be done in bits and pieces and it could involve others to keep the momentum going. She did not believe that this was an all or nothing activity. In fact, Baldrige puts out an all school survey.

Mr. Rouse stated that if truncating the Baldrige was helpful, something that the Board of Education thought that necessary, why consider not doing it the right way. Concerning the weighting grade discussion, as principal, Mr. Rouse hoped that the Board of Education would not have the conversations about grade weighting without the administration. He also reminded the Board of Education of the difficulties that were had last year regarding budgeting and sectioning last spring. Sectioning takes much time and in order to meet the needs of the students, the District needs to have the time. Mr. Rouse continued regarding budgeting, the administration encroaches upon Ms. Witham's time and the administrators do not have time to gather the information requested to her. Based on her new process, he now understands that he is part of the final conversations for the teachers, so that too speaks to time.

Dr. Millard referenced her questions to Mr. Bloom regarding the issues of beginning this assessment now versus waiting until next year. His response was that many of these people leaving the District represent institutional history and memory. Because of their affiliation with the District, they would offer insightful information as to where the District has done well and where it

could improve. Mr. Bloom has worked with other districts without having other stakeholder buy-in, but it can still be helpful for the whole organization at the beginning to see what Baldrige has to offer. She was sympathetic to the workload and some adjustments were necessary. She agreed that Mr. Bloom could explain the process this more convincingly.

Dr. Weninger stated that the District does not want to lose momentum to the weighted grades and ranking review, but, in his opinion after having gone through this two times with other districts, a change in the grading discussion would have more of an impact than anything else would in the school. It goes to the root of the way this building is structured. Thus, if the Board of Education wants people to take this seriously and for them to buy-in on this issue, it cannot be piecemealed out. He told Christy Harris that the work she had done was wonderful, but if she presents it to the faculty, they will not own that work because they were not a part of developing it. If the Board of Education wants buy-in and a serious review, it cannot be jettisoned by a group of parents.

Dr. Lee asked each Board of Education members to declare where they stood on Baldrige.

Mr. Finnegan asked if Baldrige could be included with the first 17 items for 2010. Dr. Weninger replied yes. Mr. Finnegan was unsure of the best course of action. He thought the Board of Education was looking at an introductory piece rather than truncating the process with the idea that more would be done later. He wanted to do the process, he did not want to lose the moment, and he took Mr. Rouse's concerns to heart. Is the District better off postponing this process when there is an ability to roll it out in a larger format or lose the momentum if it does not go forward? Dr. Weninger disagreed with Mr. Rouse. He felt giving the new superintendent something to work with would be helpful. After having been through being a new superintendent, it would be important. Another important piece is losing the historical perspective from the present leadership. This is something that would be tangible.

Dr. Millard wanted to proceed starting at the end of February with Mr. Bloom coming to the PEG committee meeting to help others feel more confident as to how this would proceed.

Mr. Allen, based on his conversation with Mr. Bloom, had asked that the process be expanded to other stakeholders as Mr. Allen's experience of broader involvement brought significant results. Because of his excitement, he had not anticipated the resistance. It was important for this process to get started and to be completed. The District has many moving parts, but there are not plans about how to educate the students. He looks at the list of work items and notes that they need to be done this year and every year. When looking at time allocation and time management, the Board of Education

knows it has huge mountains to climb. He had wanted a large faculty buy in and particularly a large student buy in and he was disappointed that students will not be participating. He believes that if the Baldrige Assessment Process is not completed this semester, it will never be. While Dr. Millard did not believe it automatically excluded students, Dr. Weninger stated that it was clearly the Board of Education, DLT, BLT and Division Heads and, if time, the students, and faculty.

There was some discussion of negotiating with Mr. Bloom, as the scope of the process had changed. Mr. Finnegan noted that the District was not cutting what it wanted to do, only cutting it into sections.

Ms. Patchak-Layman wanted to pursue Baldrige, as there is an interest among staff, especially support staff. To her, the benefit was to have all stakeholders involved in one committee. She felt students and parents were still interested in being part of discussions. She also wanted more facilitators involved in the training for Courageous Conversations About Race next year. That subject is near and dear to her heart and she felt there were not enough faculty PEG-trained facilitators. She noted that there were faculty members interested in the training and she wanted to move it forward to the spring so that in September the Board of Education is able to jumpstart those conversations about race.

Ms. Patchak-Layman, on the same note for next year, having a discussion on the grading and the weighting of grades is an example of parents taking the initiative to bring something forward for the Board of Education to take action. A specific proposal came to the Board of Education's attention last fall. She felt there were faculty at the school who, given the opportunity, would be willing to do some of that work. A Division Head might be able to chair a committee. Faculty members and parents are willing and ready to step in to help. These people should not take on the entire project, but there are specific things they can do and a support person could be the liaison chair as information is gathered. She wanted to find the pieces people can do so the momentum is not lost.

Ms. McCormack echoed Ms. Patchak-Layman's thoughts about getting more PEG training for people in the building hoping that two or three more people could be trained within the next month. Nationally, this is an important time to begin that process. She stated that she would support whatever the Board of Education decided to do about Baldrige wholeheartedly and she would appreciate Mr. Bloom's attendance at the next PEG meeting. Relative to training more people as facilitators for the courageous conversations, Mr. Rouse stated that the training consisted of six weeks of online courses plus eight additional days of travel.



Dr. Lee, too, wanted Mr. Bloom to attend the PEG Committee meeting and while he advocated for truncating Baldridge, he did not believe the District should break this into pieces. The District should do what was recommended in the conversation between Dr. Weninger, Mr. Allen, and Mr. Bloom. He suggested assessing what was learned about the process in late June and then making a determination as to whether to go forward or not, even if it meant a financial loss.

Mr. Conway agreed to focus on the leadership triad at this time, and noted it was important to find out where Faculty Senate stood in this process, as the Board of Education cannot do it alone. Dr. Weninger stated that Mr. Bloom was hopeful that some faculty would be involved, but the District could focus on the leadership.

Relative to the Board of Education's goal on finance, Ms. Patchak-Layman asked if the Finance Advisory Committee would be releasing any information. Ms. Witham noted that the committee had met a few times and will meet two times in February. She hoped to bring forward the discussion to the Board of Education in March. The methodology of putting the budget together has been agreed upon, but it cannot be implemented in this budget cycle. If the Board of Education agrees with its suggestion, people could be trained in this approach for the next budget cycle.

**Additional Discussion Administrative Compensation**  
**Items**

Dr. Weninger presented the Board of Education members with a memorandum outlining the philosophy and guiding principles of compensation of administrators. If the Board of Education wanted to discuss individuals or even groups of individuals, he suggested that they do so in closed session.

Discussion ensued about whether administrators should be paid more than faculty members should. In terms of reasonableness, the Board of Education will never be able to say that a faculty member will never make more than an administrator would. Dr. Lee concurred that the range for administrators should be higher than the range of their subordinates. To him the exact wording implies that the lowest level administrator with the least amount of experience could be paid less than the highest level on the faculty scale. Mr. Edgecombe agreed there should be a range that represents a level of compensation that would place administrators in a position of making more than a significant number of their subordinates.

Ms. McCormack asked if division heads had additional responsibilities. Mr. Edgecombe responded that yes, but the argument before the Board of Education is how does the District get people to be division heads if they are going to make less than a teacher. Presently, some faculty members have higher salaries than Division Heads.

Mr. Finnegan did not understand the desire to decouple division head salaries from the bargaining unit. He wanted them included as members of the faculty to which they belonged. Mr. Allen noted that one would then be at risk of them brokering for themselves. Dr. Weninger felt Mr. Finnegan's point was well taken. Division Heads do have to have a foot on both sides of the fence. While they are advocates of the division, they also put that in the context of their roles of administrators with greater responsibilities and perspectives. In the case of Division Heads, the District wants them to have a foot in both camps to advocate curricular and at the same time advocate for the District. That is a difficult role to play. They need to be compensated differently than faculty, e.g., such as paying their TRS, etc., and he did not believe they could do the job required of them in 191 days, which is their work year.

When asked if there were a provision for per diem work for Division Heads, Mr. Edgecombe responded affirmatively, if approved, but he was not sure that approach had been utilized in his tenure. Division Heads that have lost faculty members in the middle of the summer have come in for the hiring process as just part of their hiring responsibility; no additional compensation was provided. Mr. Finnegan then asked if the District wanted Division Heads to do more work for no more compensation. Dr. Weninger reiterated there were other ways to pay for this work.

Mr. Finnegan stated that Division Heads are a critical step in the chain of command and the Board of Education, needed to state its goals, which turn into policies, as a means to get the faculty to teach in the way the Board of Education wants it to do. He would not want to move this forward before there is enough buy-in and feedback to show that the Division Heads understood and accepted it.

Dr. Millard asked how OPRFHS compared districts when the head of World Languages has many more languages and more teachers in a division than similar divisions in other schools. One cannot just look at salaries, as the demands are different. Dr. Weninger noted that Division Heads have said that they do not want to differentiate between themselves. Dr. Weninger noted that Division Heads would prefer the same salary structure/system as the faculty, because it has predictability and stability.

Mr. Allen stated that he has people under him who have gotten two annual increases in seven years. When there is a budget crisis, the management side is not paid. The federal structure is even more rigorous. Mr. Prale responded that this then might lend predictability to a salary schedule. The argument would not be to use years of service, but performance incentives as a way to move people along.

When questioned about Principal 6, it was noted that the proposed 5.7 percent increase was driven by the concern that the District would not be able to attract and retain top quality candidates. The District is trying to be competitive in the building and in the Chicagoland area. If there were a rigorous evaluation and accountability, a raise of 5.7% would be merited. Ms. Witham suggested rewarding people who are star performers and give remuneration when people become skillful. Allan Odem, author of *Human Capital*, has done work for faculty and others about how one starts to conceptualize the parts of the job and how one gets excellent out of them. Division Heads would be a good group to plot out a course of action. Ms. Patchak-Layman added that this would be good for all positions. If one improves in one's job and masters it, it would be beneficial to increase one's salary and move to something else.

This will be discussed at the Human Resources Committee meeting. The document is the result of discussions with BLT, DLT, and Division heads. Division Heads do not agree with all of these items.

Ms. McCormack noted that reaching a decision was difficult without seeing actual numbers.

Mr. Finnegan asked if the hierarchy needed to be place so that people were compensated in such a way that DLT would be held in more esteem, etc. Dr. Weninger stated that to the nonprofessional there is a misconception that one would want to aspire from a Division Head to a BLT member to DLT member, but that is not the case in education. There are different levels of compensation among Division Heads, the Building Leadership Team, and the District Leadership Team. There are some differences in the work schedule. BLT members work 12 months and Division Heads work 191 days.

Mr. Allen and Dr. Lee felt that Number 2 needed rewording, as it was confusing.

Dr. Lee's initial reaction was that this was a reaction to the 1.5 percent increase, but he understood that the staff has a reasonable expectation of what is coming with the realization that there will be tough years. He also had a conflict with #6, and agreed that Division Heads needed a different pay scale than the faculty.

Mr. Allen did not like giving guaranteed raises.

Mr. Prale noted that if some of these features could be offered, administrators would migrate to OPRFHS. The Administration is trying to bring rationality to the system. This is a business marketplace and the high school need to be competitive.

Dr. Weninger stated that this discussion was not the reaction to the 1.5 increase for administrators. It was the direction the Board of Education gave the administration. This is not just about base salary, as there are ways to separate out administrators from the faculty. He asked for the opportunity to show the Board of Education how to compensate administrators when the CPI was low.

Ms. Patchak-Layman asked if the Division Head stipend of \$12,064 was acceptable to them. Mr. Edgecombe stated that there had been no objections.

Dr. Weninger proposed taking away the stipends leaving the Division Heads with a base salary comparable to other districts. These leadership stipends are not part of the CBA.

Q: If one were a teacher in this District and were to move to an administrative position, would that person retain tenure for duration of employment?

A: Yes, so long as there is no multiyear contract. Any certified employee who works for the District for four years has tenure and an administrator could go back into the union and bump someone with less years of experience, if qualified. Both the Illinois Education Relations Act and the CBA govern bumping rights.

Some administrators might not want a multi-year contract, because multi-year contracts must be tied to academic achievement. Mr. Finnegan did not feel it was necessary that OPRFHS be tied to what other districts were doing. Mr. Edgecombe stated that fact has been mitigated, as the District wants its employees at the middle of the comparison group.

A further discussion will occur at the February Human Resources Committee and the Board of Education will be given options and guiding directions.

### **Closed Session**

At 12:10 a.m., on Friday, January 29, 2010, Dr. Millard moved to go into closed session to discuss collective negotiating matters between the District and its employees or their representatives or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2); the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA. 93—57; and Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS

120/2(c)(11) seconded by Mr. Allen. A roll call vote resulted in six ayes. Motion carried. Mr. Conway was absent from this vote.

At 12:58 a.m. on Friday, January 29, 2010, the Board of Education resumed its open session.

### **Adjournment**

At 12:59 a.m. on Friday, January 29, 2009, Dr. Millard moved to adjourn the Board of Education meeting; seconded by Ms. Patchak-Layman. A roll call vote resulted in all ayes. Motion carried.

Dr. Ralph H. Lee  
President Protempore & Vice President

John C. Allen, IV  
Secretary

February 3, 2010

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Wednesday, February 3, 2010, in the Board Room of the high school.

**Call to Order**

Dr. Lee called the meeting to order at 7:10 p.m. A roll call indicated the following members were present: John C. Allen, IV, Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present was Gail Kalmerton, Executive Assistant/Clerk of the Board of Education.

**Visitors**

Kay Foran, Communications and Community Relations Coordinator; James Paul Hunter, FSEC Chair; community members; Dr. Linda Hanson, Dr. Allan Alson, and Dr. John Sawyer of School Exec Connect; Dan Kleinfeld, *Trapeze*, Terry Dean of the *Wednesday Journal*, and Chuck Fieldman of the *Oak Leaves*.

**Visitor Comments**

None.

**Superintendent Search**

First Dr. Hanson showed the Board of Education members the advertisement in *Education Week* for the OPRFHS superintendent.

Dr. Hanson presented an executive summary that included a compilation of the most important attributes that these communities said they wanted in a new superintendent and it itemized the strengths and challenges of the District. This summary consists of information gathered through 17 focus groups (152 people participated) and an online survey (372 people responded). This information will be shared with candidates and it, along with the profile, will be used to help formulate the questions the search team will ask of the candidates. Any candidate that is brought forth should be able to meet the challenges and demonstrate the attributes.

The report also included a summary of the survey and demographic information as to the types of people who responded and the ethnic groups. Some things on the survey did not make it to the attribute list; administrative competency did not make it to the summary list.

Dr. Hanson thanked Ms. Kalmerton and Ms. Foran for helping both advertise and organize the focus groups and the survey.

Dr. Hanson noted that the administrators felt that the overall strengths of the community were: this is a wonderful place to live, to educate the children, and they were grateful to be in this District. They were proud that they were able to have real conversations with one another and did not dodge the issues. The challenges and barriers included: 1) a concern about increasing taxation; 2) a disconnect between them and the Board of

Education; 3) better definition of the superintendent and principal roles; 4) Board of Education and governance issues, 5) the achievement gap, and 6) the role of the newspaper in this community and its support of the schools.

Dr. Alson was happy to have the opportunity to work with OPRFHS. Personally, as a long time superintendent, he had the opportunity to work with and interact with faculty and administration at OPRFHS and he had learned a great deal about the community. Oak Park & River Forest High School and Evanston Township High School have similarities, both academically and socially. He spoke with three focus groups: 1) the union stewards, 2) the formal community leaders from major institutions, and 3) a parent group. The positives listed were:

1. a strong sense that school continues to provide academic excellence at a high level. The new leader will have to address the fact that not everyone is fully educated to the same level and achievement.
2. this is a student-oriented climate with positive support;
3. there is strong collaboration between the faculty and the non-certificated staff in how they worked together. Everyone saw the strength in diversity; the flipside of that was diversity was always brought up in terms of the achievement gap and the work that needs to be done;
4. OPRFHS is an anchor of the community;
5. the quality of teaching was praised, with some comments about a slight unevenness;
6. stakeholders are very engaged. Parents, community, and faculty have high expectations of performance from both the students and the adults.
7. there is a long history of pride and it should be a magnet for a high quality candidate.

The challenges listed were:

1. the high demands of active stakeholders in terms of responsiveness and leaders;
2. are the roles of superintendent and principal defined well enough? It is clear that OPRFHS will have an incumbent principal so forging a collaboration is important;
3. the too frequent shifting of District goals; what is important has not always been clear and is not consistent;
4. lack of sufficient continuity and support for the student achievement initiatives; and
5. the media and its treatment of the institution was an issue from all groups.

The desired attributes were:

- 1) a capacity to have a thick skin; This is a political job and the person must be an educator and a leader who can handle that fact;
- 2) More democratic side than autocratic;
- 3) A good listener but decisive;

- 4) Where there is not clarity about the Board of Education versus the Superintendent, they do not want micromanagement either from the Superintendent to the Board of Education or the Superintendent to the Principal;
- 5) A people person;
- 6) Visible and accessible;
- 7) Future oriented;
- 8) Educational vision;
- 9) Can assist adults in roles; and
- 10) Is a consensus builder for an agenda and moves from that agenda.

Dr. John Sawyer reported on the OPRFHS student body's reaction to the questions about attributes, strengths, and challenges. He noted that the OPRFHS student body is very impressive. The strengths were:

- 1) high academic standards;
- 2) while awesome teachers, many had preconceived ideas of the performance of students coming into the instructional setting vs. waiting to see how they did;
- 3) supported their classes; and
- 4) athletic tradition

The barriers were:

- 1) the achievement gap. One African-American student described an internal division between those who are high achievers and those who are not; there was a degree of peer pressure to move away from academic excellence. That is a problem.
- 2) discipline and the implementation of discipline policies in the school setting are inconsistent. When students act in a way that violates the written policy, the approach to those issues should be consistent.

Attributes desired in a new superintendent were:

- 1) ability to have relationships with students;
- 2) open minded;
- 3) commitment to making OPRFHS a better school;
- 4) emotionally strong;
- 5) tolerant of the differences of people relative to all segments of the community;
- 6) a boldness to act out of conviction and address the achievement gap between the different races;
- 7) ability to bridge the differences in the groups; and
- 8) ability to work with everyone.

Dr. Hanson asked the Board of Education for a consensus on the profile of what the District wanted in a new superintendent.



Ms. Patchak-Layman asked if the focus groups were evenly divided between male/female, White, Black, Hispanic, etc. Dr. Hanson noted that demographic information was not recorded. People came voluntarily. One group had only four people and one had thirty-four. Demographics were kept on the survey, however, and men, women, and all racial groups responded. The majority of the 372 people who completed the survey answered every question. Thus, the profile was built on the responses of 72% and there were five opportunities to answer. Ms. Patchak-Layman asked for the items that received no or limited marks that were not on the radar for enough feedback. She also asked if these results were typical and she was told that they were typical. Mr. Allen was disappointed that not more support staff had participated.

Ms. Patchak-Layman asked Dr. Hanson to highlight which things were characteristics, skills, and attributes; she was not sure how these were categorized. Her image of skills was such things as being able to facilitate, speak good, write well, manage large projects, etc. A qualification would be to have a doctorate and experience in other districts. Where would those interests be documented and fit in, primarily as this was going to be used to screen candidates. Dr. Hanson suggested that the Board of Education not narrow its search to just doctors, as that would put an artificial filter on the search and limit the pool. If that was a requirement of the Board of Education, it could advocate for that in the interview; it should not be in the Profile. School Exec Connect has tried to reflect what this community has said and what the Board of Education said it wanted. In terms of breaking down by skill and attributes, Dr. Hanson was unsure if she could do that and she did not feel it would be helpful. Ms. Patchak-Layman wanted an orientation on what was used as a checklist. In terms of profiles, there are academic and administrative profiles and, for her, personal qualities and experiences. She was trying to match this to what things addressed academics and what things addressed education. It seemed to weigh heavily on personal qualities and experiences. Dr. Hanson directed her to the management quality and implementation and to the end product, as that is the part that will be looked for in the collaboration piece. Because of the consultants' skill in what they do, they will look at this, and build in the kinds of administrative pieces, management pieces, etc. Regarding closing the achievement gap, if there were a formula for it, everyone would be using it. They will listen to the candidates and their educational solutions and look at it from their educational backgrounds; the consultants will make their own judgments on that.

Ms. Patchak-Layman, after reading the description in the ad, noted that it mirrored what many communities sought. How does this get the Oak Park & River Forest profile to be distinct from other communities? To that end, Ms. Patchak-Layman suggested adding part of the District goals to this profile. Dr. Hanson suggested that the goal might be somewhat wordy for the profile.

It was suggested that if any Board of Education members had additions to this profile, they email them to Dr. Hanson. Dr. Hanson stated that it was clear to the consultants who they were looking for in a superintendent and a sense of the issues.

Ms. Patchak-Layman stated that the reading of the goals is what makes OPRFHS unique. Candidates would have looked on line to see our goals and the candidate would have to address that in a way to be meaningful to the district. Dr. Hanson stated that the Profile was to reflect what the Board of Education said during its focus group and it did. Ms. Patchak-Layman noted that any time something is put together, it acts another way to communicate with the school community, and to clarify for the Board of Education itself, but it also should be as extensive for everyone in going forward, not just the present. Ms. Patchak-Layman added that she thought the focus group was a practice session; she had thought long and hard about desired superintendent qualifications, which the goals did not reflect.

Dr. Hanson stated that the Profile must reflect those things that if a superintendent accomplished, would make him/her successful. Ms. Patchak-Layman noted that data was not addressed. Dr. Hanson said that it did not make it to the summary. Ms. Patchak-Layman felt more attributes related to content areas needed to be added and she will forward them to Dr. Hanson.

While Ms. McCormack noted that Board of Education members have the opportunity to ask the candidates questions about those things, Ms. Patchak-Layman said that the consultants would use this document to review the applicants and she wanted to make sure the people coming already had a head start.

Ms. Patchak-Layman also wanted noted success. Dr. Alson, knowing the work of Dr. Hanson and Dr. Sawyer, said that the consultants would be remiss in their interviewing if they did not seek people who could demonstrate more than just talk in their experiences and they will be asked to address a variety of key issues that will make a high quality superintendent. The candidates that are brought forward should evidence the knowledge, the skills, and the experience that gives the greatest promise that they will be successful in the current OPRFHS context. It was important to collect full feedback about what is essential to be here and it is important that the Board of Education weigh in together that the profile reflects all views.

There was consensus that any other Board of Education suggestions should be sent to Ms. Kalmerton and she will circulate them to the other Board of Education members.

It was also the consensus of the Board of Education members that the entire report would be included on the website with the detailed information accessible by clicking another link.

It was the consensus of the majority of Board of Education members to have a maximum of 14 people on the confidential committee and it would consist of the following: 3 faculty members, 2 support staff members from the support groups (CPA, B&G, Security, and Non-affiliated), and one each from the groups APPLE, CTA, Citizens' Council, Boosters, PTO and SEA, 1 student, and 2 community members. It should be stressed that the members should be current, past or future parents and each group will choose the participants. Sample questions will be provided to the committee before the first meeting. It is suggested that they meet an hour in advance bringing the questions that have been supplied and then signing the confidentiality statement. When asked if a student could commit to a confidentiality clause, the response was affirmative.

The final candidates will also meet confidentiality with the members of DLT, a representative of the BLT, and a representative of the Division Heads.

Ms. Patchak-Layman will send suggested revisions to Dr. Hanson. Dr. Hanson will revise the profile and then send it to Ms. Kalmerton for distribution.

The three consultants departed at 9:16 p.m.

#### **Closed Session**

At 9:17 p.m. on February 3, 2010, Mr. Conway moved to enter closed session for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA. 93—57; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

At 10:09 p.m., the Board of Education reconvened its open session.

#### **Adjournment**

At 10:10 p.m. on Wednesday, February 03, 2010, Mr. Conway moved to adjourn the Special Board Meeting; seconded by Mr. Finnegan. A roll call vote resulted in all ayes.

Dr. Ralph H. Lee  
President Protempore and Vice President

John C. Allen, IV  
Secretary

February 9, 2010

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Tuesday, February 9, 2010, in the Board Room of the high school.

**Call to Order** Dr. Lee called the meeting to order at 7:38 p.m. A roll call indicated the following members were present: Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, and Sharon Patchak-Layman. Also present was Dr. Attila J. Weninger, Superintendent; Nathaniel L. Rouse, Principal; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education.

**Appointment of Secretary Protempore** In Secretary Allen's absence, Terry Finnegan was appointed as Secretary Protempore.

**Visitors** None

**Visitor Comments** None.

**Closed Session** At 7:39 p.m. on Tuesday, February 09, 2010, Mr. Finnegan moved to enter closed session for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA.93—57 and Student disciplinary cases 5 ILCS 120/2(c)(10); seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

The Board of Education reconvened its open session at 8:53 p.m.

**Student Discipline** Mr. Finnegan moved to expel student EXP 02/09/10-09 for the duration of the 2009-2010 school term and for the first semester of the 2010-2011 school term but to hold the expulsion in abeyance if following conditions were met:

1. placement in an alternative educational program to be determined through a careful analysis of the student's needs;
2. successful completion of currently enrolled courses with credit earned, and successful completion of courses with credit earned at the alternative educational placement;
3. enrollment in and successful completion of a substance use/abuse program through a local agency (e.g., Thrive Counseling,

Township Youth Services, etc.) and/or the alternative educational placement and verification of same; and

4. social probation for the duration of the 2009-2010 school term and first semester of the 2010-2011 school term including but not limited to all co-curricular activities/events (athletic and activity), prom, post prom, and commencement;

seconded by Mr. Conway. A roll call vote resulted in five ayes and one nay. Ms. Patchak-Layman voted nay as she wanted to see more options explored for this student.

### **Adjournment**

At 8:54 p.m. on Tuesday, February 9, 2010, Mr. Conway moved to adjourn the Special Board Meeting; seconded by Mr. Finnegan. A roll call vote resulted in all ayes.

Dr. Ralph H. Lee  
President Protempore & Vice President

Terry Finnegan  
Secretary, Protempore

February 16, 2010

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Tuesday, February 16, 2010, in the Board Room of the high school.

**Call to Order**

Dr. Lee called the meeting to order at 8:33 a.m. A roll call indicated the following members were present: Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present was Dr. Attila J. Weninger, Superintendent; Nathaniel L. Rouse, Principal; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education.

**Appointment of  
Secretary  
Protempore**

In Board Secretary Allen's absence, Ms. McCormack was nominated as Secretary Protempore.

**Visitors**

Kay Foran, Communications and Community Relations Coordinator; James Paul Hunter, FSEC Chair; Paul Keller of Ancil Glink (arrived telephonically at 12:17 p.m. and departed at 12:30 p.m.)

**Check Distribution  
List**

Dr. Millard moved to approve the Check Distribution List dated February 16, 2010, (attached to and made a part of the minutes of this meeting); seconded by Mr. Finnegan. A roll call vote resulted in five ayes and one nay. Motion carried. Ms. Patchak-Layman voted nay.

Ms. Patchak-Layman asked for a status update on the students who left Joseph Academy in December. Acknowledging the fact that many staff members were retiring at the end of the year, she questioned why a retiring Division Head would be attending a conference May. She asked if those dollars would be better spent on transition activities and professional development for other staff. Dr. Weninger stated that some districts do have restrictions in their procedures. Dr. Millard felt there could be value in retiring people attending conferences as retiring person could introduce that topic to the new person and/or introduce him/her to that organization, etc. These requests are pre-approved. Mr. Finnegan preferred to continue as is and give all due consideration that the money is being spent appropriately; he would not want a policy that would prohibit someone from attending a conference. Whether or not the District should be put restrictions on these persons in this regard may be a future discussion.

**Wight Contract  
Visitor Comments**

Mr. Finnegan moved to approve the contract with Wight & Company, as presented, to add air conditioning to some unair-conditioned parts of the building; seconded by Mr. Conway. A roll call vote resulted in all ayes. Motion carried.

**Closed Session**

At 8:40 a.m. on February 16, 2010, Mr. Finnegan moved to go closed session for the purpose of discussing the appointment, employment,

compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA 93—57 and litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11); Collective negotiating matters between the District and its employees or their representatives or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2); and student disciplinary cases 5 ILCS 120/2(c)(10); seconded by Mr. Conway. A roll call vote resulted in all ayes. Motion carried.

The Board of Education recessed at 10:47 a.m. and reconvened at 11:46 a.m.

At 12:40 p.m., the Board of Education reconvened its open session.

**Student Discipline** Dr. Lee moved to expel Student EXP 02/16/10-10 through summer of 2010, held in abeyance, pending placement at an alternative setting and successful completion of specified core academic courses and successful substance abuse counseling; seconded by Mr. Conway. A roll call vote resulted in five ayes and one nay. Motion carried. Ms. Patchak-Layman voted nay.

**Consideration of Grievance** Dr. Lee moved to deny the grievance; seconded by Mr. Conway. A roll call vote resulted in four ayes and two nays. Motion carried. Ms. Patchak-Layman and Mr. Finnegan voted nay.

**Adjournment** At 12:49 p.m. on Tuesday, February 16, 2010, Mr. Conway moved to adjourn the Special Board Meeting; seconded by Mr. Finnegan. A roll call vote resulted in five ayes.

Dr. Ralph H. Lee  
President Protempore & Vice President

Amy McCormack  
Secretary Protempore

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

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

TO: Board of Education  
FROM: Clerk of the Board of Education  
DATE: February 25, 2010  
RE: Approval of Board of Education Member Conference Participation

**BACKGROUND**

At the February 16 Policy, Evaluation, and Goals Committee, Mr. Conway informed the Committee members of his interest in representing the District at the Coalition of Schools Educating Boys of Color Conference (COSEBOC) April 22-24, 2010 at Howard University in Washington, D.C.

**SUMMARY OF FINDINGS**

It was the consensus of the PEG Committee members to recommend that the Board of Education approve this request at its regular February Board of Education meeting.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: Move to approve Mr. Conway's attendance at the COSEBOC meeting in Washington, D.C. April 22-24, 2010, per Policy 3552, Reimbursement of Board of Education Member Expenses.

ROLL CALL VOTE

AGENDA XIV. B.



## **POLICY 3552, REIMBURSEMENT OF BOARD OF EDUCATION MEMBER EXPENSES**

The Board may upon request and approval, reimburse its members for the necessary and actual expenses incurred by Board members attending the following meetings:

1. meetings sponsored by the State Board of Education or by the Regional Superintendent of Schools;
2. local, county or regional meetings and the annual meeting sponsored by any school board association complying with the provisions of Article 23 of the Illinois School Code; and
3. approved meetings sponsored by a national organization state or local organization in the field of public school education.

The Board may upon request and approval also reimburse Board members making authorized official business trips or meetings on behalf of the District for any costs for which the Board member is reimbursable under Illinois State law. Board members seeking reimbursement for authorized travel shall submit an itemized expense voucher with receipts showing the amount of actual expenses.

At the Board's option, funds may be advanced to Board members for anticipated actual and necessary expenses estimated in attending authorized business trips or meetings. After such official business trips or meetings, Board members receiving advances must account for used funds through the submission of an itemized expense voucher with receipts reflecting the amount of actual expenses and return funds for which there is no accounting.

Amended Date(s):	
Adopted Date:	August 27, 2009
Review Date:	
Law Reference:	Reference: 105 ILCS 5/10 - 22.32
Related Policies:	
Related Instructions	
And Guidelines:	
Cross Ref.:	



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The Fourth Annual Gathering of Leaders:

Re-imagining Schooling for Boys and Young Men of Color

*[Welcome Letter from Ron Walker...](#)*

Hosted by:  
Howard University School  
of Education  
Washington DC

Dates:  
April 22 - 24, 2010

[REGISTER NOW!](#)

It is with a great deal of enthusiasm that I write to announce the 4th annual Gathering of Leaders, the premier event for the Coalition of Schools Educating Boys of Color. The Gathering has become well known for the quality of its program and highly regarded for the unrelenting focus on the affirmative development and education of boys and young men of color. [More...](#)

*[Conference Venue, Dates and Registration](#)*

**Hosted by:**  
Howard University School of Education  
Washington DC

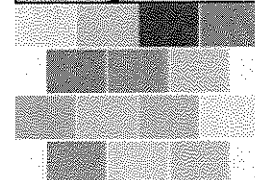
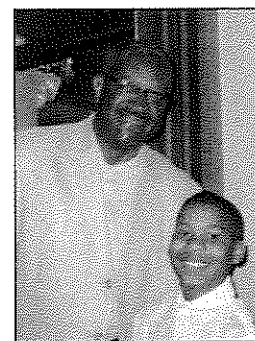
**Dates:**  
April 22 - 24, 2010

**Hotel:**  
Westin Hotel in Center City  
1400 M Street NW  
Washington, D.C., 20005  
[More...](#)

*[A Call for Workshop Proposals](#)*

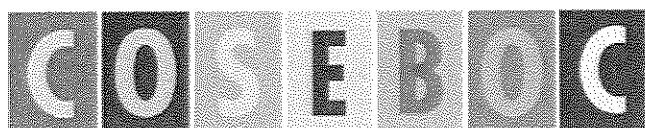
COSEBOC seeks presenters who are actively engaged in the innovative implementation of promising practices and policy that address the core areas of the Standards and Promising Practices for Schools Educating Boys of Color, developed by COSEBOC in partnership with the Metropolitan Center for Urban Education at New York University. [More...](#)

Feel free to visit our [2009 Gathering of Leaders](#)



"COSEBOC  
is  
a  
driving  
force  
to  
save  
our  
sons  
by  
connecting  
the  
people  
who  
really  
care  
about  
the  
future  
for  
young  
men  
of  
color."

—  
David  
C.  
Banks,



THE COALITION OF SCHOOLS EDUCATING BOYS OF COLOR

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## About COSEBOC

## Mission

The Coalition of Schools Educating Boys of Color (COSEBOC) is re-imagining and transforming the schooling experience for males of color.

## Background

In June of 2007, a **Gathering of Leaders** dedicated to quality education for boys and young men of color came to Wheelock College in Boston. This group of educators was hosted and supported by:

- [Wheelock College](#)
- [The Panasonic Foundation](#)
- [The Eagle Academy for Young Men](#)
- [Delores Walker Johnson Center for Thoughtful Leadership at ATLAS Learning Communities](#)
- [The Schott Foundation](#)
- [The Barr Foundation](#)
- [The Hayden Foundation](#)

In April of 2008, the second **Gathering of Leaders** was hosted at Morehouse College in Atlanta, GA. This convening was sponsored by:

- [Morehouse College](#)
- [The 100 Black Men of Atlanta](#)
- [The Panasonic Foundation](#)
- [The B.E.S.T. Academy at Benjamin Carson](#)
- [The 100 Black Men of New York City](#)
- [The Eagle Academy for Young Men](#)
- [The Schott Foundation](#)
- [Urban Prep Academy](#)
- [TERC](#)
- [Wheelock College](#)

Both Gatherings enabled Principals and Founders to share their promising practices for boys and young men enrolled in their schools. Woven throughout the conversations was the unrelenting belief that this student population must be provided with the highest quality of academic, social, moral and civic opportunities in order to prepare them for positions of leadership at all levels.

For more about this formative history, please also read "[A Dream is Born](#)".

## Program Description and Goals

COSEBOC intends to develop a collaborative network of schools that nurture success in boys of color. Working with these schools, COSEBOC is committed to high standards, exemplary instruction, and the building of coalitions within and outside the community. The intended long-term outcome of this coalition will be boys of color who are fully equipped to

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*"The NEA Foundation is pleased to contribute to COSEBOC's work to build a supportive environment for teaching and learning through its collaborative network of schools that nurture success in boys of color. This important work is in step with our mission to advance student achievement by investing in public education that prepares young people to learn and thrive in a rapidly changing world."*

— Harriet Sanford,  
President and CEO, NEA  
Foundation



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Registration and Logistics

## Hotel Reservation

[Click here to reserve your hotel registration](#)

## Conference Registration

Fill out this form below. The second page is the payment form.

\* = Required fields

## Registration Information

\* First Name: \* Last Name: \* Street Address: \* City, State, Zip 

Massachusetts

Phone: Cell: \* E-mail: 

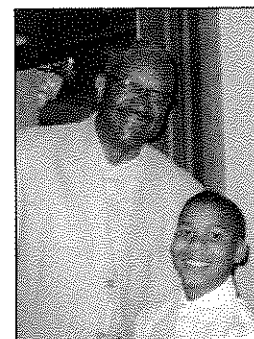
## School/Organization Information

\* School/Organization: \* Your Title: Street Address: City, State, Zip 

Massachusetts

Phone: Website: Tell us a bit about  
your work and its  
relationship to the  
education of boys or  
young men of color.

## Areas of Interest

Please give us an  
idea of what you are ☐ AssessmentHoward University  
Host of the 2010 Fourth  
Annual COSEBOC  
Gathering of Leaders

hoping to gain from  
the Gathering as  
well as any areas of  
particular interest

- ☐ Curriculum and Instruction  
☐ Parent/Family/Community Partnership  
☐ School Counseling and Guidance  
☐ School Environment and Climate  
☐ School Leadership  
☐ School Organization  
☐ Other - Please specify

#### Miscellaneous Information

Howard University School of Education will be hosting breakfast and lunch for the conference. Please indicate any **special dietary needs (such as allergies)** you may have. We will also be touring and using other facilities at Howard. Please indicate if you have any physical restriction that would require transportation to the other halls.

Have you attended  
any of COSEBOC's  
previous gatherings?

- ☐ Yes  
☐ No

If yes to above,  
which gatherings?

- ☐ Boston  
☐ Atlanta  
☐ New Orleans

Additional  
Comments?  
Please share any  
questions or  
comments you may  
have about the  
upcoming Gathering

\* Payment Method:

- ☐ Online payment through PayPal  
☐ Mail by check or Purchase Order

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**COSEBOC** | Coalition of Schools Educating Boys of Color  
**TEL:** 781-775-9461 | **FAX:** 781-593-8961 | **Email:** [info@coseboc.org](mailto:info@coseboc.org)

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achieve academically, socially and emotionally. These schools will serve as models for the educational community, enabling educators to replicate the promising practices modeled in these schools. COSEBOC will contribute to the body of research on achievement in Black and Latino boys.

The long-term goals of COSEBOC are:

1. **Define** high standards for schools successfully educating boys of color
2. Convene member schools for sharing of promising practices and community-building
3. **Establish** network of highly respected educators, researchers, policy-makers, and advocates focused on educating boys of color
4. **Model** promising practices and provide professional development for educators to replicate them widely
5. **Support** research and policy development related to pertinent issues concerning the education of males of color
6. **Conduct** advocacy with policy makers and elected officials in keeping with the needs of boys of color and COSEBOC's adopted standards
7. **Establish** and promote a career pathway for boys of color to become educators
8. **Raise** the visibility of COSEBOC research, the defined needs of boys, and successes in successfully addressing those needs.

Strategic alliances and partnerships are a key strategy for implementing all of these goals. Partnerships with institutions of higher education will enable research, conferences, pre-service and in-service education of teachers and school leaders. Partnerships with education development and community-building organizations will support the academic and social development of students served.

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Thank you for registering for COSEBOC's Fourth Annual  
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Select below to pay with PayPal (secure transaction).

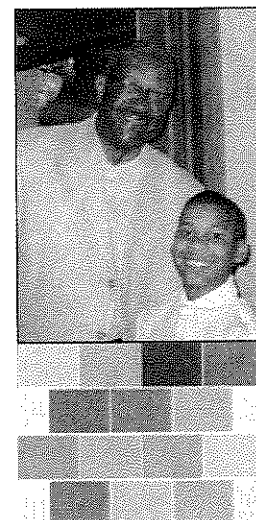
Registration Level

Member \$295.00

Required -Participant Name

Required - Participant Email

Add to Cart



To pay by mail, please send check to:

Ron Walker  
Coalition of Schools Educating Boys of Color  
47 Priscilla Way  
Lynn, MA 01904

For inquiries about Purchase Orders, contact [info@coseboc.org](mailto:info@coseboc.org)

Thank you!

**REGISTER!**

2010 Fourth Annual  
COSEBOC  
Gathering of Leaders

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