

OAK PARK AND RIVER FOREST HIGH SCHOOL
Finance Committee Meeting
AGENDA
May 19, 2009 - 7:30 a.m.
Board Room

- | | |
|---|-------------------------|
| 1. Wellness Report | Wellness Committee |
| 2. Minutes – April | |
| 3. Construction Update | Jack Lanenga |
| 4. Agile Mind Contract Renewal | Phil Prale |
| 5. Stimulus Package IDEA and TITLE I Federal Grants | Cheryl Witham |
| | Linda Cada & Phil Prale |
| 6. SimplexGrinnell Contract for Fire Alarm Service | Robert Zummallen |
| 7. SimplexGrinnell Contract for Wireless Clocks | Robert Zummallen |
| 8. Linden Street Fence | Tim Keeley |
| 9. Tennis Court Repaving | Tim Keeley |
| 10. Printing Services Contract Renewal | Tim Keeley |
| 11. Office Supply Contract Renewal | Tim Keeley |
| 12. Xerographic Paper Bid | Tim Keeley |
| 13. Towel Service Bid | Tim Keeley |
| 14. Yearbook Printing | Tim Keeley |
| 15. Bleacher Bid | Tim Keeley |
| 16. Security Camera Bids | Tim Keeley |
| 17. Approval of Thrive Counseling Center Contracts | Cheryl Witham |
| 18. Approval of Prevailing Wage Resolution | Cheryl Witham |
| 19. Approval of Resolution to Transfer Funds | Cheryl Witham |
| 20. Approval of PTAB Resolution | Cheryl Witham |
| 21. Certificate of Recognition | Information |
| 22. Monthly Financial Report | Information |
| 23. Treasurer's Report | Information |

Finance Committee Members
Chair: John C. Allen, IV

Board of Education
DLT
Jim Hunter – FSEC Chair

FINANCE COMMITTEE
BOARD REPORTS

July, 2009	August, 2009	September, 2009	October, 2009
Tentative Budget 2009 - 2010	2009 - 2010 Budget Approval		2009 Audit
			Levy Timeline
			Insurance Renewals
November, 2009	December, 2009	January, 2010	February, 2010
Preliminary 2009 Levy	2009 Levy	Food Service Rollover Bids	Student Fees 10/11
Books & Fees Report	Budget Timeline	Authority to Commence Amend. Budget 09/10	Life Safety
Summer School Report	5 Year Plan Projections	Authority to Commence 10/11 Budget Prep	Copy Machine Leases
Landscaping Bid		FY 2009 Audit Report	
		Fall Athletic Uniform Bid	
		Personnel Report	
		BOE set aside in 2011 Budget	
March, 2010	April, 2010	May, 2009	June, 2009
Staffing Summary update by	Authorization to Commence 2009 Audit	Prevailing wage	FY 09 Preliminary Budget
Division FTE	Staffing and Stipends 09 - 10 budget	Resolution to transfer funds	Property & Liability Ins Renewal
RFQ Audit	Sub Teacher - Sub clerical pay 09 - 10	PTAB Resolution	Workers Comp Renewal
RFP Bus Service	Food Service lunch prices 09 - 10	Contracts for FY 09 - 10	Treasurer's Bond Renewal
RFP Custodial Services	Athletic Uniforms - Spring	- Family Services	ED-RED Finance-Legislation Com.
Amended Budget	Audit Services Bid	Xerographic Paper Bid	TIF Update
Busing Service Contract	Contracted Security Services Bid	Towel Service Bid	Theatrical Costume contract
	Funding TAPP Students	Tennis Court Repaving	Printing Bid
	Triton Contract	Linden Street Fence	E2-Contract
	Elevator Upgrade	Yearbook Printing	Skyward Software Proposal
Every Meeting:		Wellness Report	
Minutes			
Construction Update			
Financial Reports			
Treasurer's Report			

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

FINANCE COMMITTEE MEETING
Tuesday, April 21, 2009

A Finance Committee meeting was held on Tuesday, April 21, 2009. Chair Rigas called the meeting to order at 7:33 a.m. in the Board Room. Committee members present were John C. Allen, IV, Jacques A. Conway, Valerie J. Fisher, Dr. Ralph H. Lee, Dr. Dietra D. Millard, Sharon Patchak-Layman (departed at 9:52 a.m.), and John P. Rigas. Also present were Dr. Attila J. Weninger, Superintendent; Jason Edgcombe, Assistant Superintendent for Human Resources; Cheryl L. Witham, Chief Financial Officer; Jack Lanenga, Assistant Superintendent for Operations; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

Visitors included Kay Foran, Communications and Community Relations Coordinator; Doug Wiley, OPRFHS Supervisor of Finance; Tim Keeley, OPRFHS Purchasing Coordinator; Robert Zummallen, Director of Buildings and Grounds; James Paul Hunter, OPRFHS Faculty Senate Executive Committee Chair; John Stelzer, Athletic Director; Micheline Piekarski, Food Service Director, Terry Finnegan and Amy McCormack, Board of Education-elect members, Eric Gershenson and Chris Meier of the Collaboration of Early Childhood Care and Education, Tim Cole, Anna Wiszowatz, and Brian Imhoff of Virchow Krause; Andy Mace, of Miller Cooper; and John Weber of Crowe Horwath.

Acceptance of Minutes of March 19, 2009 Finance Committee Meeting

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

Audit Service Request for Proposals

It was the consensus of the Finance Committee members to instruct the administration to present a recommendation on the audit firm to be hired to the Board of Education at its regular Thursday, April 30, meeting. Per a request, all Board of Education members would be provided with the bid specifications prior to the April 30 meeting.

Four audit firms had presented proposals and three were invited to present at this meeting. They were Crowe-Horwath (CH), Virchow Krause (VK), and Miller, Cooper & Co. Each provided a written report that was included in the packet and an oral presentation highlighting that information. The individuals from each of the firms talked about their individual and collective experiences in working with educational systems, the public sector services (state and local governments), who would actually be working with the high school, the racial diversity within each firm, their commitment to the school district, customer service, and any unique services that their firms could provide.

Crowe Horwath

John Weber, an executive with Crowe Horwath, stated that this firm started in 1942 and has grown to 2500 employees nationwide. It is one of the 10 largest accounting firms in the United States and on the top 100 list of the best and brightest companies for which to work. Turnover rate is between 14 and 16 percent, low for this industry. CH tries to make employees careers meaningful for them. Relative to customer service, it obtains feedback from its client via random client surveys, by either an 800-telephone number or an online survey. CH believes in Board of Education interaction and keeping it up-to-date.

Crowe Horwath has developed a request tracker, which is a web-based tool whereby all information requested from the clients is done through the web. The benefits include elimination of paper, everything being in one place, and accountability.

Dr. Lee questioned the turnover rate as being alarming. Mr. Rigas replied that in the accounting world one starts as an auditor and then becomes a partner. If one does not get to the partner level, he/she moves to another company. Recently, there is less of that, but traditionally, the turnover rate is approximately 25 percent. When Mr. Rigas left Price Waterhouse, no one with whom he started was still with the firm.

Miller Cooper

Next Andy Mace, principal of Miller Cooper, presented. He stated that it is a full service accounting firm with approximately 200 employees in Deerfield and in Chicago. He and another partner deal exclusively with governmental entities; Mr. Mace deals only with school districts.

Mr. Mace spoke about his experience as a member of various CPA committees including being chairs in the AICPA Society and serving on the ISBE's advisory committee. He frequently provides seminars related to school districts, including those of which boards of education would have an interest.

Betsy Allen, Audit Manager, spoke about the audit process, including scheduling meeting/planning times and the expectations, e.g., scheduling fieldwork, determining the scope of the engagement, etc. She stressed the importance of the high school meeting all of its deadlines.

Virchow Krause

Mr. Cole, engagement partner of Virchow Krause (VK), introduced the people who would be working on this engagement besides himself. They were Joe Lightcap, Engagement Manager, Anna Wiszowaty and Brian Imhoff, Senior Accountants, and Kimberly Nommensen, Staff Accountant (not in attendance).

Mr. Cole stated that VK is a regional firm with the size and capacity to meet OPRFHS' needs. VK's 200 plus employees work exclusively with public sector entities and brings an element of a critical mass of ideas. Five other managers also work exclusively with

school districts. A second look by another partner helps with the quality of the project. VK feels it can bring much expertise to the experience. VK was once named Gurrie.

The Committee members were informed that Mr. Keeley, Mr. Wiley, and Ms. Witham had reviewed the bid specifications. It was noted that all of the firms were using the web-based databases, as described by Crowe Horwath.

Ms. Witham noted that Virchow Krause was the management team that uncovered District 97's fraud whereby a school district employee was in collusion with a vendor. That is something difficult to discover, as valid invoices were presented for the work completed.

Below are the responses to questions asked of each firm.

Question	Crowe Horwath	Miller Cooper	Virchow Krause
Does the firm provide training/seminars to boards of education?	Yes, relative to financial statements and the board's responsibility in approving them. It also hosts webinars and issues a governmental advantage newsletter.	Yes, as topics warrant as well as presentations at the Joint Conference through IASBO.	Yes, as topics warrant and it hosts a school board academy usually in June.
How many clients will the firm's team be servicing at the same time it is servicing OPRFHS?	Partner - 6 (available to OPRFHS 1 or 2 days per week). Manager - 3 Senior Accountant - only OPRFHS.	Partner - 5 or 6 Audit manager - 3 or 4 Staff Accountant - only OPRFHS.	Partner - 3 or 4 Engagement Manager - 2 or 3 Senior Accountants - only OPRFHS.
Has the firm ever been called to help districts with financial problems? Have districts with which the firm has worked gotten into financial difficulty?	Yes, one district was in trouble because the State of Illinois was behind in its payments and the payments had been reduced and one district called for financial advice, as its projections for a referendum were unrealistic.	Yes, relative to budgets, tax levies, etc.	Yes, 1) failure of accounting departments, as many districts now have financial difficulty and 2) to unravel illegal activities. Off-the-books fraud, e.g., colluding with a vendor, is difficult to detect.
What is the importance of working with OPRFHS to this firm?	CH does not break contracts. If a change in law requires additional work, discussion will occur with the school. However, those are generally unusual circumstances.	Stand by the contract. Should there be any new standards, the firm would be upfront about them.	Mr. Cole had not broken a contract since beginning work in 1981, no matter what the circumstance. If there were a change in scope, discussion would occur with the entity.
What is the firm's minority representation?	The increase of diversity within the firm is a main goal. Female and minority partners and managers make up 15% to 20% of the firm. Within the firm are the following people resource networks: Women's Network, African-American, Hispanic, and alternative life styles in order to foster cooperation, mentoring, and growth within the community.	20% of partners and 50% of staff are women, and other minorities are about 15%. We do recruit actively minority staff. Minorities are actively recruited.	While diversity is dismal in the industry and in the firm, the Oak Brook office has 20 percent minorities and females.

Mr. Rigas stated that a larger firm like Crowe Horwath brings a wider spectrum and getting a larger view is beneficial. A smaller firm can save money. All of these people are qualified.

Ms. Fisher asked that the past relationships of these firms to OPRFHS be included in the presentation to the Board of Education at its April 30, 2009. Ms. Witham noted that the firm of McGladry and Pullen was not invited to present because its cost was higher, its focus is not school districts, and it does not have the depth of experience. Mr. Rigas added that it was a bigger accounting firm and the larger the firm, the more overhead it has.

Dr. Millard saw no advantage to listening to a board proposal, even based on the preliminary information provided in the scoring. Dr. Lee was very glad to have had the experience of listening to the presentations and of going through the process of being asked to make a decision on which firm OPRFHS should use. He learned that he would prefer a presentation be made to a subcommittee of the Board of Education and to receive recommendations from people more experienced in this than he is. He did not believe this was a good use of the entire Board of Education's time nor did he believe the Board should listen to presentations on any of professional services, e.g., construction, legal, audit, etc. Mr. Allen stated that the Board of Education deals with three sets of contractors: lawyers, auditors, and unions. In this case, OPRFHS did an RPF audit and it is important for the Board of Education to understand the process. As the decision to hire an auditing firm is made, it is not just enough to take good recommendations from the finance office; it is important to understand what services are being provided for \$100,000.

Building Automation System Proposal

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the Automated Logic Proposal at its Special Board of Education meeting on April 21, 2009, as presented.

Automated Logic will provide all the controls and software updates for the four HVAC units that were bid through Wight & Company concerning the renovations for the 2009-10 budget year as well as the controls and software updates for the Science rooms (129-137). By contracting with Automated Logic directly, the District will save the contractor's overhead cost, as well as some of the architectural fees. Mr. Zummallen added that no other company in Chicago does this type of work.

Discussion ensued about the ability to control this system over the Internet as Dr. Lee was concerned about whether this would be a safety or security issue. Mr. Lanenga stated that it would only be assessable by Mr. Zummallen and the head engineer. It was a complicated program. While Mr. Rigas understood the fear about being able to access this remotely, he did not feel it a threat. He added that when there is a mechanical or security malfunction at his firm, a message is sent automatically to his IT people.

Construction Update

It was the consensus of the Finance Committee to recommend to the Board of Education that it approve the Standard Form of Agreement Between Owner and Design-Builder with Wight Construction Company at the April 21 Special Board of Education meeting, as presented.

Ms. Witham informed the Committee that Wight would go out for bids for the work, but no discussion has occurred about doing an RFP for the services Wight performs. Ms. Witham noted that the practice was for Wight to bid work that was under \$20,000, with some as little as \$4,000.

Ms. Patchak-Layman wanted to discuss construction management. How is minority representation represented in the work to be subcontracted and how can students be provided opportunities with these firms? Ms. Witham noted that diversity is part of the bid process and part of Prevailing Wage, which is state law. She continued that OPRFHS has not changed its relationship with Wight. In the future, further expectations can be included. However, this is for summer work only. OPRFHS has strengthened its relationship with Wight and Wight has reduced its fees.

Discussion ensued about who would pay for mistakes. Would it be Wight or would it be the high school? Ms. Witham noted that it would depend upon whether the mistake was made by both in the assumption of the work to be performed and if it would increase the scope. Mr. Zummallen stated that standard law says that if the client thought there was a problem, it would inform the contractor who would then have someone else test it. If the mistake were found to be the high school's mistake, then the high school would have to pay for it. Ms. Patchak-Layman asked the difference between the project manager and the construction manager. Ms. Witham responded that both were the on-site workers. Mr. Lanenga noted that much of the work is done at the Wight headquarters in terms of the planning, etc. with an accounting of those fees is given to the high school relative to the specific work and the number of works.

Q: Could professional fees go down?

A: Possibility, but with this project the professional fees will exceed \$25,000; yet Wight will hold to that figure.

Q: Is the total cost of these two projects between construction and automation system within the budgeted amount approved at the last meeting?

A: Yes. While the figure is under that approved, it does include a contingency fund for unforeseen circumstances.

Food Service Lunch Prices 2009-2010

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the price increase for District 97 and 200 for lunches for the 2009-10 school year at its regular April Board of Education meeting.

No price increases were recommended for breakfast. The lunch prices will increase as follows:

	<u>2008-09</u>	<u>2009-10</u>
OPRFHS	\$2.30	\$2.35
District 97	\$1.55	\$1.60
District 97 Junior High	\$1.70	\$1.78

Ms. Witham stated that the Food Service Program continues to run at breakeven in order to mitigate the cost to families and allow for equipment replacement. District 97 is billed monthly for the meals that OPRFHS provides.

Milk Products Rollover Bid

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the Rollover Bid for Milk Products to the suppliers, as presented, at its regular April Board of Education meeting.

Ms. Piekarski explained that OPRFHS is the administrative district for Northern Illinois Independent Purchasing Cooperative. In response to a question, Ms. Piekarski stated that a new district could be added to this bid. She continued that the Cooperative pays for all the administrative costs, e.g., mailings, etc.

RFP for Distributor of Food Products and Misc. Non-Food Supplies

It was the consensus of the Finance Committee members to recommend to the Board of Education that it award the food products and miscellaneous non-food supplies to Fox River Foods at the regular April Board of Education meeting.

RFP for Bread

It was the consensus of the Finance Committee members to recommend to the Board of Education that it award the Bread Products Contract to Alpha Baking Company at its regular April Board of Education meeting.

Ms. Piekarski noted that most of the breads were whole grain.

Field Trip/Charter Bus Contract Renewal

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the two-year extension agreement with R&D Bus Company at its regular April Board of Education meeting.

Athletic Uniforms – Spring

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the following at its regular April Board of Education meeting.

- Girls' Soccer warm-ups and Girls Basketball uniforms to Boathouse Sports.
- Girls Badminton warm-up jackets, Boys' Volleyball uniform jerseys and Boys' Tennis Warm-ups to Salkeld Sports
- Baseball uniforms to Salkeld Sports.

OPRFHS owns these uniforms and allows the students to use them. They are paid for out of the Education Fund. OPRFHS assigns the uniforms to the students, issues them a receipt, and tracks when they are returned. Uniforms last between 8 to 12 years. OPRFHS purchases the uniforms rather than having students do so because it would be difficult for them to purchase the right or similar uniforms in a timely fashion. Currently there are twenty-nine sports teams. In addition, some uniforms are very expensive and it would be a hardship for students to purchase them. Football jerseys would cost students \$80 to \$85. Dr. Millard acknowledged this could prohibit some students from participating.

Elevator Upgrade Bid

It was the consensus of the Finance Committee members to recommend to the Board of Education that it award the elevator upgrade contract to Anderson Elevator at its regular April Board of Education meeting.

Public Act 920873, Elevator Safety, requires that school districts upgrade their elevators over the next three years. Each elevator is required to have 19 points to meet its standard. OPRFHS's elevators have 18 points because it does not have hydraulic elevators. Some of the work to bring the elevators up to code can be accomplished with in-house personnel.

Staffing and Stipends 2009-2010 Budget

Mr. Edgecombe explained that this report was an effort to provide the Board of Education with periodic reports regarding Full Time Equivalent staffing information for all employee groups. While faculty staff is nearly complete, selected sections in English History and Science are being monitored through April 24 before the numbers are finalized. Final determination, however, will be made in August when the District has an idea as to how many transfer students will enroll. Discussions are ongoing regarding the feasibility of reductions in the non-certified employee groups. Hopefully, the reductions in non-certified areas would occur through attrition. Mr. Edgecombe provided a chart on the FTE staffing information for the most recent four-year period with projections for 2010. Next year, the District is projecting that faculty FTE will increase by 1.4.

Dr. Millard asked if this allowed the District to maintain current class size or is it likely class size will increase because of this prediction. Mr. Edgecombe responded yes and yes. While the District is maintaining class size with this FTE, this may exceed what is most desirable.

Funding TAPP Students

The administration provided information as to the status of the Childcare Center for next year relative to the TAPP students. Presently, eight students have infants in the program. Five of these students and their infants will be leaving the program at the end of the current school year with three students having indicated their intention to re-enroll for the 2010 fiscal year. In addition, three additional students have registered for next year. There is also the possibility that one middle school student may enroll her infant in the program.

The Department of Children and Family Services (DCFS) cap the infant enrollment at the Childcare Center at 20. With six TAPP students and thirteen infants of employees, one spot remains. On April 27, the RFCC will open registration to the public for available spots. Should the remaining spot be filled with an outside infant, the District will not be able to accommodate any additional students. Employees have not been told they could be asked to leave the program, as to do so would not instill confidence and parents would not enroll their children.

Dr. Millard preferred students not drop out of school and noted that the school has tried to find services for the student if no family members were available. Ms. Witham stated that spots were held open last year and were not filled. It is important to help students make decisions as soon as possible so that a spot can be saved for them. Even with knowing that three students could be coming next year, two are still diligently trying to complete the paperwork. However, the Community Center is reasonably comfortable that the paperwork will be prepared and they will enter in the fall. Mr. Edgecombe noted that the number of TAPP students was not as large this year and next year it is just slightly less. He hoped that it was now a downward cycle.

Ms. Witham noted that the design of the Childcare Center has improved, as most families will continue to move their children through the programs, i.e., from infants to toddlers and to preschoolers. Ms. Witham also noted that if there were more than 16 infants in the program, an additional staff person would need to be hired for necessary coverage.

Triton Evening Education Contract

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the contract with Triton Evening School at its regular April Board of Education meeting. This includes a 3 percent increase for custodial services. The high school has only raised its fees for salary and benefits, or lab fees, typically by 3 percent to accommodate for cost of living.

Dr. Weninger noted that OPRFHS belongs to the Des Plaines Valley Region. He hoped that in the future that Triton could act more like the College of Dupage, which has many satellites that offer academic courses. He learned that some Triton teachers do not want to travel to OPRFHS. Next year Triton is offering six music classes at its main campus and these courses were certainly classes that could be offered at OPRFHS.

Ombudsman Contract for 2009-2010

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the contract, which would reserve eight spaces for next year with Ombudsman for the 2009-2010 school year. This is a long-standing relationship and the agreement is as it was before.

Dr. Weninger will explore if counselors were still recommending two pilot students each for Ombudsman for Ms. Fisher.

Illinois Legislature Developments

This item was table until next month.

Dr. Lee registered a plea to discuss the issue of budgeting Board of Education members' time so that other committees could give adequate discussion to their agendas. He felt a higher priority was attached to financial matters because it was scheduled first on this day. He would like to consider something different.

Monthly Financial Report

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approves the January 2009 Financial Reports at its regular April Board of Education meeting under the Consent Agenda.

Treasurer's Report

It was the consensus of the Finance Committee members to recommend to the Board of Education that it approve the February 2009 Treasurer's Reports at its regular April Board of Education meeting under the Consent Agenda.

Adjournment

The Finance Committee adjourned at 9:53 a.m.

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

TO: Board of Education
FROM: Phil Prale
DATE: May 19, 2009
RE: Agile Mind Contract

BACKGROUND

- For the last three years the Math Division has used an online program to support students in multiple levels of the algebra program. The online program is Agile Mind. The program was part of the discussion at the April Instruction Committee meeting.
- The cost of the contract is \$15,000, which is the same as the cost for each of the 2007-2008 and 2008-2009 school years.

SUMMARY OF FINDINGS

- The proposed contract covers 500 student licenses and ten teacher licenses for the online program.

RECOMMENDATION

To present the Agile Mind contract for the 2009-20010 school year for approval to the Board of Education at the May 28, 2009 meeting.



in pursuit of high achievement

May 1, 2009

This letter serves as approval by OAK PARK - RIVER FOREST SD 200 (DISTRICT) to continue services from Agile Mind Education Holdings, Inc. (Agile Mind) per Section 1.d. in the original agreement dated March 18, 2008: "The term of this agreement shall renew annually unless terminated by either party."

DISTRICT acknowledges that all terms and conditions of the original agreement remain in full force and effect. DISTRICT further acknowledges that Agile Mind will invoice DISTRICT for continuation of the services included in the original agreement in the amount of \$15,000. Terms are \$7,500 due 15 days, \$7,500 due August 1, 2009. The agreement extension shall cover the period August 01, 2009 – July 31, 2010.

Signature
Agile Mind:

Gregg McFarland

ACKNOWLEDGED AND AGREED:

District:

Signature

Print Name

Title

Agile Mind, Inc.
1100 S. Main St
Grapevine, TX 76051
866-284-4655

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, with Linda Cada and Phil Prale
DATE: May 17, 2009
RE: ARRA Spending Plans – IDEA, Plan B and Title I

BACKGROUND

On April 1, 2009 representatives of the federal government announced that stimulus funding for school would be available as part of the American Recovery and Reinvestment Act (ARRA). Four guiding principles accompany these funds:

1. Spend Quickly to Save and Create Jobs
2. Ensure Transparency and Accountability
3. Thoughtfully Invest One-time Funds
4. Advance Effective Reforms.

District administrators have met several times to determine the best use of the funds in accordance with the District goals and the federal and state guidelines. In mid-April, District administrators sent letters of intent to the ISBE stating that ARRA funds would be used in FY10.

The federal government and the Illinois State Board of Education have issued guidelines for the use of ARRA funds. Current guidelines state that 50% of IDEA ARRA funds may supplant current programs; Title I ARRA funds may supplement but not supplant current programs. Also, TRS contributions must be budgeted for any salaries funded by ARRA dollars. Finally, Title I set asides remain in place for ARRA funding.

ARRA funding amounts for IDEA, Part B and Title I have been announced. ARRA IDEA, Part B is currently listed as \$864,589. ARRA Title I is currently listed as \$84,574.

SUMMARY OF FINDINGS

Plans for ARRA IDEA, Part B funds

- Purchase hardware and software to support Special Education students and classrooms, as well as to improve tracking of student information.
- Fund service-providers to provide physical/occupational therapy, auditory services, social work, and psychologist services.
- Contract for group counseling services for Special Education students.
- Fund parent seminar on transitional planning for students with significant cognitive disabilities.
- Provide professional development for all faculty on tiered instruction.
- Provide release time for an external coach to develop delivery systems for multi-tiered interventions.
- Fund construction in the Adaptive PE facility and provide a lift for access for special needs students to the fourth floor center hallway.

Plans for ARRA Title I funds

- Expand reading pull-out program piloted this school year. ARRA Title I funding will cover two periods of reading pull-out targeting ninth grade student reading below grade level.
- Continue to support supplemental educational services and professional development activities according to federal guidelines.

RECOMMENDATION

No action is required of the Board of Education at this time. This is for information only.

Title I AARA - Stimulus

EXPENDITURE DESCRIPTION AND ITEMIZATION	AMOUNT
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Reading Pull Out	
Marsha Blackwell	\$25,280.00
Catherine McNary	\$22,619.00

\$85,574.00

TRS	
TRS Contribution for all above (23.8%)	\$11,400.00

SES Set Aside	
20% of Total	\$17,114.00

Professional Development Set Aside	
10% of total	\$8,557.00

GRAND TOTAL	\$84,970.00
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ARRA - STIMULUS

as of 5/4/09

EXPENDITURE DESCRIPTION AND ITEMIZATION	AMOUNT
SUPPLIES/TECHNOLOGY	
Recordings for the Blind/Dyslexic - Access to Audio Textbooks Membership for 100 books (10 CD Players, 10 Downloads). Ongoing access to audio text books to implement IEP accommodations.	\$2,000.00
Software for Special Education Math (Basic Skills Series) - To address concern of meeting AYP expectations for students w/ IEPs based on a two-year investigation of supplementary resources. This resource will provide remedial support for not meeting state standards in mathematics.	\$12,000.00
Lenovo Laptops (3) for Special Education Students to address IEP needs. Students w/ limited motor skills require laptop computers to access the curriculum (i.e., Kurzweil, DragonSpeak) and work product.	\$3,000.00
Tablet Laptop for Administration Services needs (1) - To assist in the administration of Special Education	\$2,500.00
Cambium Learning Technologies - Update existing Kurzweil software to updated web-based technology	\$3,200.00
LCD Projector/Laptop Computers & Carts (2) - This technology will provide students with a visual modality to further enhance differentiated learning experiences. (Dobias/Stanis)	\$5,000.00
Tablet PC and Projector (1) - To further enhance the availability of technology (Terretta)	\$2,500.00
Air purification system	\$699.00
Students desks/chairs and computer desks	\$14,180.00
Tablet PCs and Projectors [Math Division]	\$11,000.00
LCD Projector (Keyboarding) - Rm. 299	\$1,700.00

TOTAL**\$57,779.00**

SUPPORT STAFF	
To provide appropriate student/teacher ratio and instructional support for Emotional Disabilities	\$146,790.00

TOTAL**\$146,790.00**

CONTRACT SERVICES	
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Social Work Services - To complete social history for case study evaluations for students being considered for special education services. To attend IEP meetings in order to interpret results to the IEP team.	\$50,000.00
Psychologist Services - To administer psychological testing for case study evaluations for students being considered for special education services. To attend IEP meetings in order to interpret results to the IEP team.	\$75,000.00
To provide Physical/Occupational Therapy, Vision Itinerant, Deaf/Hearing and Interpreter Services for Students w/ Special Needs (Watson, Vincent, McCoy)	\$189,651.00
Watson, Cabrini (OT) (Regular & Summer Term)	\$76,248.00
Vincent, Lisa (OT) (Regular & Summer Term)	\$72,648.00
McCoy, Jeanne (PT) (Regular & Summer Term)	\$40,755.00

TOTAL

\$314,651.00

PURCHASE OF EDUCATIONAL/INSTRUCTIONAL/ADMINISTRATION SOFTWARE PROGRAMS	
Customized Relation Technology (FileMaker Pro) - To complete state-wide mandated IEP documentation for Special Education students.	\$10,000.00
Infinitec Assistive Technology Coalition (Membership/Training) - To provide support for professionals and students. Services include: professional development, discounted equipment rental, assistive technology training, and development of AT curricular resources.	\$1,000.00
Lexia/Reading Plus - To maintain AYP expectations for students w/ IEPs based on a four-year investigation of supplementary resources. This resource wil provide remedial support for maintaining state standards in reading.	\$21,000.00
School Wide Information System (SWIS) - Data management of the Positive Behavior Intervention System (PBIS) state-wide initiative.	\$800.00
School wide Information System for Special Education - Skyward Student Information Systems	\$14,000.00
Parent Seminar on Transitional Services (Speaker: Henn/Parent Seminar) - To provide parent training as part of transition planning for students w/ significant cognitive disabilities.	\$4,200.00

TOTAL

\$51,000.00

CONTRACT SERVICES

(4) Resource Managers/(1) Addiction Specialist: (5 @ .2 x 57,000)	\$57,000.00
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TOTAL

\$57,000.00

RESPONSE INTERVENTION (Rti)	
Assistive Technology (1 day per wk) - Initiate/expand Infitext usage including upload of scanned materials, visograph data incorporated into reading programs, web-based interventions, expanded Kurzweil usage and training to staff, and support existing tech users.	\$15,000.00
External Coach - To implement a system that brings together educational science and quality school-based practices to enable OPRFHS, to build a preventive service delivery systems for academics and behavior. External Coaches will work with Internal Coaches to facilitate the implementation of a delivery system that includes: (b) Multi-tier interventions and (b) data-based decision making including universal screening and progress monitoring.	\$48,000.00
Professional Development (Mark Shinn) - To in-service the professional community the Response to Intervention (Rti) Model.	\$8,450.00
Laptops for External/Internal Coaches (3) - Access to training information, data collection, research-based interventions.	\$3,000.00

TOTAL

\$74,450.00

PHYSICAL EDUCATION	
Equipment for Adaptive Physical Education classes.	\$54,400.00

TOTAL

\$54,400.00

CONSTRUCTION	
Accessibility lift for 4th fl. Annex -	\$20,000.00

TOTAL

\$20,000.00

GRAND TOTAL

\$776,070.00

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: May 19, 2009

RE: Simplex Grinnell Fire Alarm Service Agreement

BACKGROUND

The Illinois School Board Association in reference to the National Fire Protection Agency requires that schools have all Fire Extinguishers, Hood extinguishing systems, Fire alarm panels, smoke and heat devices be serviced and inspected by a qualified/certified person or agency. Not all of these services have been completed in the past.

SUMMARY OF FINDINGS

The District has received a proposal from Simplex Grinnell which encompasses all of these liabilities. With this proposal they will service and repair, as well as provide technical support for all our fire associated devices. This also includes software upgrades, training and servicing of our 4 main 4100U fire alarm panels and Mapping program.

This proposal will keep the District in compliance with the Illinois School board Association and the National Fire Protection Agency. This agreement offers a 3 year agreement at the fixed price.

RECOMMENDATIONS

To present the Simplex Grinnell Fire Alarm Service Agreement to the Board of Education for approval and accept a three year agreement with a fixed price at the May 28, 2009 meeting.

SimplexGrinnell *BE SAFE*

A Tyco International Company

Safeguarding your occupants and property from fire



Oak Park River Forest High School

Robert Zummallen

Fire Alarm Service Agreement Proposal

Pricing Summary/Scope of Work Oak Park River Forest High School**Location : OPRF High School****Fire Alarm Detection Systems [Test and Inspect + Parts (non-peripheral, 8-5/M-F)]**

	<u>Quantity</u>	<u>Frequency</u>
Simplex 4100U (Fire Alarm Panel) (National Account IPP)	1	Annual
Pull Station (National Account IPP)	100	Annual
Audio/Visual Unit (National Account IPP)	100	Annual
Visual Unit (National Account IPP)	85	Annual
Heat Detector (National Account IPP)	525	Annual
Smoke Detector (Test/Inspect, Clean, Sensitivity Testing) (National Account IPP)	185	Annual

Portable Fire Extinguisher [Test and Inspect]

	<u>Quantity</u>	<u>Frequency</u>
Portable Fire Extinguisher Inspection (up to 15) (National Account IPP)	1	Annual
Portable Fire Extinguisher Inspection (each additional) (National Account IPP)	250	Annual

Kitchen Fire Suppression Systems [Test and Inspect]

	<u>Quantity</u>	<u>Frequency</u>
Kitchen Fire Suppression System Inspection(2 per year) (Includes Up to Three Links per inspection) (National Account IPP)	1	Semi-Annual
Additional systems (within specified facility; includes up to three links each) (National Account IPP)	2	Semi-Annual

Total Annual Investment : (Plus Any Applicable Tax)**\$16,000.00**

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

SPECIAL PROVISIONS

OPRF High School, Solution 1

TEST AND INSPECTION OVERVIEW:

Under this Special Provisions, SimplexGrinnell trained technicians will perform inspections and diagnostic tests for all accessible peripheral devices listed and currently connected to the facility life safety system. Tests will be scheduled in advance at the convenience of customer's staff (see "List of Equipment" page for equipment to be tested).

TESTING OF PERIPHERAL DEVICES FOR FIRE ALARM AND DETECTION SYSTEMS:

Accessible peripheral devices shall be functionally tested in accordance with NFPA 72, chapter 10, and manufacturer's recommended procedures.

DETECTOR CLEANING FOR FIRE ALARM AND DETECTION SYSTEMS:

To help minimize false alarms, and in accordance with NFPA, accessible smoke detection devices will be cleaned using manufacturer's recommended procedures at a rate of 100% annually. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned using soft cloth, lint brush, cotton swabs, suitable cleaning solution, or non-electrostatic vacuum. **NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.**

SENSITIVITY TESTING FOR FIRE ALARM AND DETECTION SYSTEMS:

To ensure accuracy, and in accordance with NFPA guidelines, sensitivity testing will be performed on smoke detectors at a rate of 100% annually. Testing will be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and if necessary, noted and recommended for replacement. **NOTE: Certain types of analog smoke sensors will automatically satisfy this requirement electronically.**

DOCUMENTATION: All accessible components and devices shall be logged for:

Exact location of each device tested, including system address or zone location

Test results and applicable voltage readings

Any discrepancies found shall be noted individually and on a separate summary page

Inspection documentation shall be provided to customer's designated personnel and copies shall be archived by SimplexGrinnell. **NOTE: Certain additional services may be required by the respective Authorities Having Jurisdiction (or AHJ). NFPA: Local AHJs or internal organizational requirements may be more restrictive than state requirements. The building owner or manager should make them self aware of applicable codes and references in order to ensure that contracted services are in compliance with (and fulfill) all requirements.**

EMERGENCY SERVICE CALL AND LABOR:

For Listed Electronic Systems.

Standard Service (Provided during normal working hours, Mon – Fri, 8:00 a.m. – 5:00 p.m., excluding holidays). This provision includes labor, travel, and mileage charges for repairs associated with normal equipment failures. Emergency service will be provided within 24 hours of notification Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding SimplexGrinnell holidays, unless outlined as a special provision to the contract. This provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed devices. **NOTE: With Standard Emergency Service, customer is invoiced at standard (normal working hrs) labor rate for billable after hours service calls.**

PARTS AND COMPONENT REPLACEMENT:

PANEL COMPONENT REPLACEMENT FOR LISTED ELECTRONIC SYSTEMS:

Additionally, these Special Provisions cover maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. **Replacement of faulty wiring is not covered. (See Terms and Conditions.)**

This is a three year agreement. The annual cost will not increase for three years.

To authorize a three year agreement please sign below.

Name: _____

Date: _____

Fire Extinguishers Pricing

Maintenance & Tagging : Included
UL tampers .60 each

Recharge 2.5 LB 5LB 10LB 15LB 20LB

ABC Dry Chem	\$8.5	\$10.50	\$16.25	NA	\$27.50 each
CO2	NA	\$9.00	\$12.50	\$14.50	\$16.50 each
Water	\$8.25				

6 Year Inspection (when needed)	\$5.50 each
CO2 Continuity Test	\$2.50 each

Hydro-test	
Dry Chem 12 year (when required)	\$16.00 each
Carbon Dioxide 5 year (when required)	\$17.00 each

Labels	\$1.10 each
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The above prices are for labor only, any parts or repairs are additional.



SERVICE AGREEMENT

This agreement is made by and between Oak Park River Forest High School ("Customer") and SimplexGrinnell LP ("Company") and is effective as of **06/01/2009 to 05/31/2012**.

Customer agrees to purchase and Company agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

SCOPE OF WORK

Services will be provided at the following locations:
OPRF High School

Service(s) and pricing:

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)

Sixteen Thousand Dollars and 0 Cents (\$16,000.00).

Payment Terms:

Payment is due upon receipt of invoice.

Payment for Service(s) shall be total contract

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

CUSTOMER

Oak Park River Forest High School
201 Scoville
Oak Park, IL 60302

By: _____
Print Name: Robert Zummallen
Title: _____
Phone#: _____
Fax#: _____
Customer email: _____
PO#: _____
(Customer)# : _____
Date : _____

SIMPLEXGRINNELL LP

91 N. Mitchell Court
Addison, IL 60101

By: _____
Print Name: Jamie Egnatios-Beene
Title: PSR
Phone Number : _____
Fax Number : _____
E-Mail Address: Jegnatie@simplexgrinnell.com
License Number (if applicable): _____
Date : _____
Authorized Manager : _____

Terms and Conditions

1. Term. The initial term of this Agreement shall commence on the Effective Date and continue for three (3) years (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be

increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance

with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation Of Liability; Limitations Of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises.

Customer agrees to look exclusively to the Customer's insurer to recover for injuries or

SERVICE AGREEMENT

(continued)

damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense

against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("covered times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees,

and monitoring services, of scheduled testing and/or repair of systems;

- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to and monitoring services, of scheduled testing protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

10. Repair Services (If Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

SERVICE AGREEMENT

(continued)

13. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

14. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above.

If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

16. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all

losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

17. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

20. Force Majeure. Company shall not be

responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

21. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

22. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

23. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2 % per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

24. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

25. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

26. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

27. Severability. If any provision of this Agreement

SERVICE AGREEMENT

(continued)

is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

28. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement. *SeB*

29. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

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: May 19, 2009

RE: Wireless Clock Transmitter and Generators

BACKGROUND

Currently we are running our clocks, bell schedules and hallway lights on an old system that only has 4 programmable channels. This means we can only program 2 bell schedules, one light schedule and one clock schedule. This can only be done manually which takes up an electrician's time to go to the panel in 105 and physically program in the times. The clocks do not always properly sync with this old system and maintenance on the system is an issue.

SUMMARY OF FINDINGS

Simplex Grinnell has devised a wireless system that will accommodate 16 schedules (even plays music), That will run our bells, wireless clocks and lights, It is programmable from a PC so there will be no need to take up our electricians time in manually programming. The new system will have the capability of adding 2 sided hallway clocks that can be digital. These clocks have the capability to count backwards during the 5 minute passing period to let students know how much time they have left to get to class. This system will sync even our existing clocks. This proposal will provide the entire infrastructure to accept new clocks and hall clocks. It will run our exiting clocks, lights and bell schedule.

RECOMMENDATIONS

The proposal for the infrastructure for the new wireless clocks will be presented for the Board of Education to accept at the May 28, 2009 meeting.

SimplexGrinnell Quotation

TO:
Oak Park-River Forest H.S.
201 N Scoville Ave
Attn: Business Office
Oak Park, IL 60302-2264

Attn: Robert Zummallen
Phone: (708) 434-3198 EXT(____) Fax: (708) 434-3925

Project: Wireless Head-End & Bells
Customer Reference: 311-500236
SimplexGrinnell Reference: 311446842
Proposal #: P23348-000501
Date: 02/24/2009
Page 1 of 5

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	Wireless Head-End & Bells	
	Wireless Head-End & Bells	
1	DPMTC	Wireless Head-End & Bells
	5-Watt Transmitter	
	FCC License	
	(37) Wireless Tone Generators	
	(1) Set Xcvrs	
	(1) Set Xcvrs - NO CHARGE	
	Bell Software - NO CHARGE	

Total net selling price, FOB shipping point, \$28,124.00

Comments

This proposal includes installation of the wireless transmitter and antenna. Wireless Tone Generators (Relays) will be furnished to replace the existing Master Time Relays throughout the school. Quantity to be verified.

Through our partnership with Primex, an evaluation of the site has been performed. After installation a signal strength test will be performed on-site. If there are any dead spots, at our expense, we will install repeaters or a higher power transmitter to insure complete coverage. This includes dead spots found after the project is complete.

This proposal includes a 2nd Set of Tranceivers and Bell Software at NO CHARGE

This proposal does not include drawings and/or submittals.

This proposal does not include electrical sub-contractor labor and material. Installation and power for the Head-End and wireless relays is by the owner.

This proposal does not include sales tax. Taxes will be added to any/all applicable invoices on this project. Tax-exempt projects must be provided with the Illinois Tax Exempt Certificate at the time of

SimplexGrinnell Quotation

Comments (continued)

order and the Certificate must accompany your purchase order.

This proposal does not include performance or payment bonds.

This proposal does not include patch and paint work.

This proposal does not include premium time. Overtime or holiday work required (as a result of project delays created by others) will be justification for a Change Order. Installation assumed to occur Monday thru Friday between 7am and 3:30pm.

SimplexGrinnell requests a secure staging area on site to store equipment, tools, and materials.

This proposal is valid for 30 days.

This proposal does not include firestopping. Fire rated caulking shall be provided and installed by others.

This proposal includes a one (1) year standard parts and labor warranty in accordance with SimplexGrinnell terms and conditions.

Terms and conditions of contractor's purchase order/contract shall be subject to SimplexGrinnell review. Final agreement to terms shall be by written agreement between contractor and SimplexGrinnell.

Additional labor, material, specifications and requirements not specifically listed above, may be an additional cost. We understand that there may be specific facility construction procedures and requirements unique to this installation. We encourage you to bring those to our attention before accepting this proposal, so that we may understand them, and bring any deficiencies in this proposal to your immediate attention to ensure we provide you with a proposal that will address all of your needs.

Please contact me with any questions at the numbers listed below. To place an order, please send an executed copy of this quote (see signatory block on the last page) with your purchase order number.

Thanks,
John M Watson
SimplexGrinnell
Electronic Systems Sales Representative
NICET Certification No. 109311
V: 630/948.1141
F: 630/948.1287
jmwatson@simplexgrinnell.com

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Project: Wireless Head-End & Bells
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TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
 - Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
 - Provide Company access to any system(s) to be serviced,
 - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.
- 9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.
- 10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

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Project: Wireless Head-End & Bells
Customer Reference: 311-500236
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SALE AND INSTALLATION AGREEMENT

(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

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SALE AND INSTALLATION AGREEMENT

(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

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(Rev. 10/08)

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#: 91 N Mitchell Ct Addison, IL 60101 Telephone: (630) 948-1100 Representative: _____	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

Oak Park and River Forest High School
District 200

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

TO: Board of Education

FROM: Tim Keeley

DATE: May 19, 2009

RE: Printing Services Contract Renewal

BACKGROUND

On July 1, 2008, the District signed a one-year contract with Meck Printing, the lowest responsible bidder (by 19%) from the printing bid. The bid contract allows for up to three one-year extensions.

SUMMARY OF FINDINGS

Meck has provided superb customer service and product quality. In addition, Meck has been very mindful of cost-containment measures such as minimizing page counts, utilizing more economical paper stock and reducing color ink usage.

Meck printing has proposed a price increase of about 1.5% for all printing projects for fiscal year 2010. See the attached contract for price breakdown.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

The recommendation to extend the contract with Meck Printing with the 1.5% increase for one year, from July 1, 2009 through June 30, 2010 will be presented to the Board of Education at the May 28, 2009 regular meeting.

Contract for Sale of Goods

This Contract for Sale of Goods is made this **30 day of April, 2009** by and between **Oak Park and River Forest High School** and, a [STATE OF ORGANIZATION] , with its principal place of business at 201 N. Scoville Ave, Oak Park, IL 60302 ("Seller") and **MECK Print, Inc.**, a [CORPORATION/], with its principal place of 830 S. Kenilworth Ave Oak Park, IL 60304 ("Buyer") for the purchase of the goods described below:

Qty.	Description	2008/09 Pricing	2009/2010 Pricing
4,000	Student Handbook and Planner	\$ 8,500.00	\$ 8,580.00
4,500	School Profile	\$ 635.00	\$ 645.00
500	Tradition of Excellence	\$ 1,520.00	\$ 1,560.00
4,000	Academic Catalog	\$ 5,580.00	\$ 5,695.00
13,000	Summer School Brochure	\$ 6,225.00	\$ 6,310.00
2,800	Crest (128 pages oblong)	\$ 5,460.00	\$ 5,580.00
750	Interpretations (216 pages)	\$ 5,350.00	\$ 5,390.00
5,000	Commencement Book	\$ 4,200.00	\$ 4,270.00

1. Term. This Contract shall begin on June 1, 2009, and end upon the last delivery, which shall be shipped, with or without requisition for the balance of goods then unshipped, by August 12, 2010, unless the parties agree otherwise. However, if as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for its damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney fees.

2. Delivery. Buyer will give Seller 2 days' advance notice regarding the quantity requested for delivery. Upon receipt of the request for delivery, Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be **F.O.B. Oak Park and River Forest High School**. Delivery dates are to be discussed with each department as per needs, and art approval.

3. Risk Of Loss. The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Seller until the Goods have been received by the Buyer.

4. Acceptance. Buyer will have the right to inspect the goods upon receipt, and within 7 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer. All notices between the parties must be in writing and delivered by courier or by certified mail, return receipt requested.

5. Charges. Seller shall invoice Buyer upon and for each shipment. Buyer shall pay all charges on terms of **NET 30 days**. Any late payment shall bear a late charge of 1%.

6. Deposit. Upon signing this Contract, Buyer shall pay Seller a deposit of \$0.00 toward the total price as a precondition for Seller's performance, which deposit is to be credited to the last shipment.

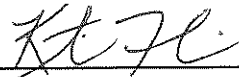
7. Warranty. Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of goods or repair of defects or refund of the purchase price at Seller's sole option. No other warranty, express or implied, is made by Seller, and none shall be imputed or presumed.

8. Taxes. All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's Responsibility Except As Limited By Law.

9. Governing Law. This Contract shall be governed by the laws of the State of _Illinois. Any disputes hereunder will be heard in the appropriate federal and state courts located in Cook County, Illinois.

10. Force Majeure. Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.

11. Miscellaneous. This Contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.



4-30-09

Seller Kristian Frumkin
President, MECK Print, Inc.
830 S. Kenilworth Ave
Oak Park, IL 60304

Date

Buyer Jacques Conway
President, Board of Education
Oak Park and River Forest High School
201 N. Scoville Ave
Oak Park, IL 60302

Date

Oak Park and River Forest High School
District 200

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

TO: Board of Education

FROM: Tim Keeley

DATE: May 19, 2009

RE: Executive Summary for Linden Street Fencing Bid

BACKGROUND

On May 4, 2009 bids were received for the installation of fencing along the Linden Street campus border. Eight vendors attended the mandatory pre-bid meeting, four of which submitted bids.

SUMMARY OF FINDINGS

<u>Vendor</u>	<u>Price</u>
Action Fence	\$30, 998.00
Alliance Fence	\$42, 500.00
<u>Fence Connection</u>	<u>\$24, 569.00</u>
Marchio Fence	\$35, 935.00

Fence Connection was the lowest bidder. References revealed that they complete projects on time and to the specifications.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

That the Fence Connection Contract be presented to the Board of Education for approval at the May 28, 2009 regularly scheduled meeting.

Oak Park and River Forest High School
District 200

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

TO: Board of Education

FROM: Tim Keeley

DATE: May 19, 2009

RE: Executive Summary for Tennis Court Resurface Bid

BACKGROUND

On May 4, 2009 bids were received for the refinishing of the tennis court surfaces. Five vendors attended the mandatory pre-bid meeting, two of which presented bids.

SUMMARY OF FINDINGS

<u>Vendor</u>	<u>Price</u>
Tennis Surfaces Co.	\$30, 900.00
<u>U.S. Tennis Court Co.</u>	<u>\$30, 600.00</u>

U.S. tennis Court Co. was the lowest bidder. References revealed that they complete projects on time and to the specifications.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

That the U.S. Tennis Court Co. Contract be presented to the Board of Education for approval at the May 28, 2009 regularly scheduled meeting.

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

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

TO: Board of Education

FROM: Tim Keeley

DATE: May 19, 2009

RE: Office Supply Contract Renewal

BACKGROUND

On July 1, 2008, the District signed a one-year contract with Quill Corporation, the lowest responsible bidder from the 2008 office supplies bid. The bid contract allows for up to three one-year extensions.

SUMMARY OF FINDINGS

Quill Corporation has agreed to extend the District's 2008-2009 contract pricing and to continue to offer free shipping on all orders. A competitive bid would most likely yield a price increase. More importantly, Quill is the only firm in the past two bid processes that offers free next-day shipping with no minimum order amount, allowing for a more responsible "just-in-time" supply inventory.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

It is recommended that the Board of Education approve a one year extension from July 1, 2009 through June 30, 2010 to the contract with Quill Corporation for the District's office supplies.

Oak Park and River Forest High School District 200

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

TO: Board of Education

FROM: Tim Keeley

DATE: May 19, 2009

RE: Executive Bid Summary for Xerographic Paper Bid

BACKGROUND

On April 27, 2009, bids were solicited for Fiscal Year 2010 xerographic paper. Specifications were based on Fiscal Year 09 usage.

SUMMARY OF FINDINGS

Three vendors submitted bids: Boss Online, Murnane Paper and Ricoh Corporation. The results are as follows (cost per case):

<u>Plain White</u>	<u>Price/Case</u>	<u>Qty</u>	<u>Ext</u>
Boss Online	\$ 27.25	2000	\$54,500.00
Murnane Paper	\$ 27.40	2000	\$54,800.00
Ricoh	\$ 27.42	2000	\$54,840.00

<u>Colors</u>	<u>Price/Case</u>	<u>Qty</u>	<u>Ext</u>
Boss Online	\$ 36.00	200	\$ 7,200.00
Murnane Paper	\$ 32.60	200	\$ 6,520.00
Ricoh	\$ 34.84	200	\$ 6,968.00

<u>3-Hole Punched</u>	<u>Price/Case</u>	<u>Qty</u>	<u>Ext</u>
Boss Online	\$ 31.00	80	\$ 2,480.00
Murnane Paper	\$ 29.90	80	\$ 2,392.00
Ricoh	\$ 29.92	80	\$ 2,393.60

<u>11x17</u>	<u>Price/Case</u>	<u>Qty</u>	<u>Ext</u>
Boss Online	\$ 30.00	40	\$ 1,200.00
Murnane Paper	\$ 29.90	40	\$ 1,196.00
Ricoh	\$ 31.85	40	\$ 1,274.00

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

- Award the plain copy paper to Boss Online.
- Award the color, 3-hole and 11x17 paper to Murnane Paper.

Oak Park and River Forest High School District 200

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

TO: Board of Education

FROM: Tim Keeley

DATE: May 19, 2009

RE: Executive Bid Summary for School Towel Service Bid

BACKGROUND

On April 28, 2009, bids were solicited for school towel services. This covers both the Physical Education Department's daily class needs as well as the Food Service Department's usage. The District has been contracted with Ajax Uniform Company (Ajax) for the past three years. Prior to that time, National School Towel Service (NSTS) held the contract.

SUMMARY OF FINDINGS

Bids were received from two vendors, Ajax and NSTS. Ajax failed to provide a complete bid, omitting the non-collusion affidavit and project qualification form, both standard documents included in all bids and RFPs. The submission of these documents is required to constitute a qualified bid. NSTS provided a complete bid, which included all required documents.

It should be noted that NSTS pricing is based on a larger towel (24"x48") than Ajax (22"x44"). In addition, NSTS service at the District was excellent and trouble-free, per Physical Education staff members that worked with the firm in the past.

Over the past two school years, the District has seen a sharp decline in the quality and reliability of the Ajax service. On at least three separate occasions, missed or delayed daily deliveries resulted in class cancellation. The billing process has been inaccurate and service costs have increased significantly. The primary reason for rising costs has been the increase in inventory, necessitated by untimely and inconsistent delivery.

The results, along with the historical cost of towel service are listed below.

<u>Vendor</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>	<u>FY08</u>	<u>FY09</u>	<u>FY10</u>
Ajax		\$41,983.98	\$44,627.00	\$52,969.25	\$51,093.61(A)	\$39,087.90(B)
NSTS	\$45,616.80					\$54,396.00(C)

(A) Projected total FY 09 cost based on current YTD with assumption of \$0 in loss charges at year-end.

(B) Base bid, does not include possible charges for lost towels or enrollment-driven inventory adjustments.

(C) Base bid, inclusive of any towel loss or enrollment-driven inventory adjustments.

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

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

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

For the Board of Education to award the towel service contract to National School Towel Service at the regular scheduled meeting on May 28, 2009.

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

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

TO: Board of Education

FROM: Tim Keeley

DATE: May 19, 2009

RE: Executive Summary for Yearbook Bid

BACKGROUND

On April 27, 2009 bids were solicited for printing of the school yearbook, Tabula. Four vendors attended the mandatory pre-bid meeting, three of which submitted bids.

SUMMARY OF FINDINGS

The bid results analysis can be found on the next page.

In each of the last two school years, the yearbook program operated at a loss due to lower-than-expected sales, coupled with rising production costs (the FY09 book cost to the District was \$45.49/book). Therefore, the yearbook sponsor intends to keep the yearbook price fixed at \$45.00/book for the 2009-10 school year in order to replenish the account (the FY10 book cost to the District will be \$33.18/book).

Herff-Jones has offered scholarships for Tabula students to attend a yearbook camp at Indiana University, an expense normally incurred by the Tabula program. References were very adamant about the positive effects of the printing and yearbook staff support services that Herff-Jones offers.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

The contract to Herff-Jones, the lowest qualified bidder will be presented for approval to the Board of Education at the May 28, 2009 regular meeting.

Oak Park and River Forest High School District 200 Yearbook Bid

Cost Analysis

	Herff-Jones		Jostens		Taylor	
	Total Cost	Cost Per Book	Total Cost	Cost Per Book	Total Cost	Cost Per Book
FY10 Base Bid	\$ 65,000.00		\$ 70,269.00		\$ 77,000.00	
Surcharges (A)	5,360.00		6,165.00		1,440.00	
Credits	(4,000.00)	(B)	(500.00)	(C)	-	
FY10 Total Cost	<u>66,360.00</u>	33.18	<u>75,934.00</u>	37.97	<u>78,440.00</u>	39.22
FY11 Base Bid	66,960.00		71,540.00		79,310.00	
Surcharges	5,360.00		6,165.00		1,440.00	
Credits	-		(500.00)	(C)	-	
FY11 Total Cost	<u>72,320.00</u>	36.16	<u>77,205.00</u>	38.60	<u>80,750.00</u>	40.38
FY12 Base Bid	68,960.00		72,820.00		81,690.00	
Surcharges	5,360.00		6,165.00		1,440.00	
Credits	-		(500.00)	(C)	-	
FY12 Total Cost	<u>74,320.00</u>	37.16	<u>78,485.00</u>	39.24	<u>83,130.00</u>	41.57
3-Year Contract Cost	<u>\$213,000.00</u>		<u>\$231,624.00</u>		<u>\$242,320.00</u>	

- (A) Additional cost based on the Yearbook Advisor's inclusion of vendor options not included in base bid. These include: Upgrade to 100# paper stock, embossing and debossing of both the book cover and spine as well as a full color end sheet.
- (B) Technology credit, applied to final invoice in first year only. Allows for purchase of additional software or hardware for yearbook program.
- (C) Credit applied to account IF all deadlines are met each year.

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

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

TO: Board of Education

FROM: Tim Keeley

DATE: May 19, 2009

RE: Executive Summary for Gymnasium Bleacher Bid

BACKGROUND

On May 11, 2009, bids were solicited for the installation of bleachers in the “1 – East Gym” and the “1 – West Gym.” Bids were received from four vendors.

SUMMARY OF FINDINGS

<u>Vendor</u>	<u>Bid Price</u>
Bleacher America	\$23,515.00
Carroll Seating	\$23,954.00
<u>Irwin Seating</u>	<u>\$21,958.37</u>
Larson Equipment	\$23,512.00

Vendor reference checks netted positive feedback, including on-time project completion as well as acceptable product quality.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

To present the Irwin Seating contract to the Board of Education for approval at the May 28, 2009 meeting.

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

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

TO: Board of Education

FROM: Tim Keeley

DATE: May 19, 2009

RE: Executive Summary for Security Cameras

BACKGROUND

On May 12, 2009 bids were solicited for the installation of 32 new interior and exterior security cameras to the existing system. Bids were received from eleven vendors.

SUMMARY OF FINDINGS

<u>VENDOR</u>	<u>Bid Price</u>
ADT	\$ 81,470.51
ADVENT	\$ 80,947.00
INGERSOLL-RAND	\$ 71,100.00
PHOENIX	\$ 73,488.00
<u>PRECISION</u>	<u>\$ 45,008.83</u>
RED HAWK	\$ 50,886.00
SIMPLEX	\$ 56,639.00
SOUND, INC.	\$ 56,391.00
TOUCHCOM	\$ 84,838.00
VIDEO & SOUND	\$ 48,536.00

Reference checks yielded positive feedback from both Thornwood High School and the Naperville Park District, both of whom recently used Precision for security camera installations.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

To present to the Board of Education the Precision Control Systems of Chicago contract, the lowest responsible bidder, for approval at the May 28, 2009 meeting.

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

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

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: May 19, 2009

RE: Thrive Counseling Center Contract

BACKGROUND

The District has contracted for services related to Resource Managers and a Drug Free and Safe School Counselor for many years. Last year the District contracted for all of these services with Family Services rather than with multiple providers.

SUMMARY OF FINDINGS

This contract is the same as last year with an increase of 1.5% which totals to \$296,215 per school year. There will be five positions, one Drug Free and Safe School Counselor and four Resource Managers.

RECOMMENDATIONS

That the Board of Education approve the contract with Thrive Counseling Center at the May 28, 2009 Regular scheduled Board of Education Meeting.

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

Professional Services Contract

This Agreement is made by and between Oak Park and River Forest High School District No. 200, an Illinois unit of local government ("School District") and the professional Service provider ("Provider") named below, on the date hereinafter set forth.

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

SECTION 1. RECITALS

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

Service Provider: Thrive Counseling Center

Contact Person: Daniel J. Kill, President/CEO

Address: 120 S. Marion St., Oak Park, IL 60302

Telephone: 708-383-7500 Ext. 104

Email: dkill@familyserviceoprf.org FAX: 708-383-7780

Employee's Name: Margo Bristow, Drug Free and Safe School Counselor,
Debbie Schwab, Kevin Heggi, Maria Arroga and Lonnie Chambers as
Resource Managers.

Brief Description
of Services: One Drug Free and Safe School Counselor and Four Resource Managers
of the Community Support Services Program, to provide school/agency
student assessment, intervention and linkage services between the School
District and the communities of Oak Park and River Forest.

Time Period of Work: August 24, 2009 – June 09, 2010

Fee/Rate: \$ 296,215

Contract Administrator: Assistant Principal of Student Services

B. **Representations by Provider.** The Provider represents that it is qualified to provide the Services called for in this Agreement, and has, or its personnel have, the required education, training, skills, equipment, licenses and certifications necessary to perform the work.

C. **School District Authority.** The School District represents that it has the authority to enter into this Agreement, that funds have been appropriated to pay for the work to be performed and that the person executing this Agreement is authorized to do so.

SECTION 2: SCOPE OF SERVICES

A. Retention of the Service Provider. The School District retains the Provider to perform, and the Provider agrees to perform, the work described in Appendix A and B hereto ("Services"), subject to the terms and conditions of this Agreement.

B. Commencement. The Provider shall commence the work upon receipt of written notice from the School District that this Agreement has been fully executed by the parties, and shall diligently and continuously provide the Services called for until completion of the work, or until termination of this Agreement by the School District, and in no event later than June 30, 2010.

C. Direction. The Provider shall receive and follow instructions regarding the work from the Assistant Principal of Student Services (Contract Administrator); provided, however, that no agency nor employment relationship shall be created by such instructions, and Provider shall in all respects function as an independent contractor.

SECTION 3. COMPENSATION

A. Amount to be Paid. The total amount billed by Provider for the Services called for in this Agreement shall not exceed the amount set forth in Section 1A of this Agreement, or as may be set forth in any Schedule of Fees which may be attached hereto and incorporated herein as Appendix C, or any written amendment hereof.

B. Invoices and Payment. The Provider shall submit invoices in an approved format to the School District for fees earned and compensable costs, if any, incurred in performing this Agreement. The School District shall pay the amount billed within 45 days following approval of each invoice for payment.

C. Records. The Provider shall maintain records showing actual time devoted to performance of the work called for in this Agreement, and shall permit the authorized representative of the School District to inspect and audit all data and records of the Provider for work done under this Agreement. The records shall be made available to the School District at reasonable times during the Agreement period and for three years following termination of the Agreement.

E. Taxes, Benefits and Royalties. Each payment by the School District to the Provider includes any federal, state and local taxes of any kind applicable to the Services, and any taxes, contributions, premiums for unemployment insurance and FICA arising from the work or the incorporation into the work, or use in performing the work, of any patented, copyrighted or trademarked material, equipment, tool, supplies, devices, processes or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fees is hereby waived and released by Provider.

SECTION 4. PERSONNEL; SUBCONTRACTORS

A. Key Project Personnel. This Agreement is for the personal Services of Margo Bristow, Drug Free and Safe School Counselor, Debbie Schwab, Resource Manager and three other Resource Managers to be determined. The School District intends and expects that the Services called for by this Agreement shall be provided by said person(s) and by no other. The assignment of said person(s) by Provider to perform the work is an express condition of this Agreement, and no substitution of personnel shall be acceptable except as agreed upon between the School District and the provider and as described in Appendix A and B.

B. Availability of Personnel. Provider warrants that it has personnel available and qualified to perform the Services called for in this Agreement, on the schedule specified, if any.

C. Subcontractors. The Provider shall perform the work with its own personnel and under the management, supervision and control of its own organization. No subcontractors shall be called upon to perform any part of the work without express written approval of the School District. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by the Provider or employees of Provider. The term "Provider" shall include any authorized subcontractor and every subcontract shall be deemed to include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel or Subcontractors. If in the assessment of the School District, any of the Provider's personnel or subcontractors fail to perform the services in a manner satisfactory to the School District based on the performance requirements identified in Appendix A, the School District Contract Administrator will provide notification to the Contact Person of the Provider regarding the unsatisfactory performance. Upon such notification, the Contact Person of the Provider will assess the allegations and discuss with the Contract Administrator resolution of the unsatisfactory performance. If the allegation is founded and a satisfactory resolution to the complaint is unable to be agreed upon by both parties, the School District may give notice for immediate removal and replacement of such personnel or subcontractor. If Provider fails to so remove or replace, the School District may bar any such person from access to any School District property or facility and cause replacement with a person or subcontractor of its own choosing, at Provider's expense. The Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for any delay of the work as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION

A. Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of the School District relating to the technical, business or corporate affairs of the School District; student records; School District property; user information, including without limitation, any information pertaining to usage of the School District's computer system, including without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the terms and conditions of this Agreement. School District Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Provider from a source other than the School District prior to the time of disclosure of that information to the Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Provider or the School District; or (iv) to have been supplied to the Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the School District to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Provider. The Provider acknowledges that it may, in performing the Services for the School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the School District. The Provider shall use reasonable measures at least as strict as those the Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and independent contractors of the Provider to execute a nondisclosure agreement before obtaining access to Confidential Information.

C. Proprietary Information of Provider. The School District agrees that it will not disclose any proprietary information of the Provider which it may acquire during the performance of this Agreement, to any person or entity other than as may be necessary to the performance or administration of the Agreement or as required by law, provided that such information has been expressly identified by the Provider as proprietary information.

SECTION 6. WARRANTY, INDEMNIFICATION AND INSURANCE

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

B. Indemnification. The Provider shall indemnify, save harmless, and defend the School District, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively, "Claims") that may arise, or be alleged to have arisen, out of or in connection with the Provider's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and warranties set forth in this Agreement.

The School District shall indemnify the Provider, its officers and employees, for any loss, including costs and reasonable attorney fees, which any of them may incur arising out of any negligent act or omission of the School District, its officers or employees, while Provider is actively engaged in performing the Services set forth in this Agreement.

C. Insurance. Provider shall, during the term of this Agreement, maintain in effect insurance policies for general comprehensive liability, automobile liability, professional liability, workers' compensation, unemployment and employee health benefits. Contemporaneous with the Provider's execution of this Agreement, the Provider shall provide certificates and policies of insurance, all with coverage and limits acceptable to the School District, and evidencing minimum insurance coverage and limits of not less than \$1 million/\$3 million, or as set forth in Appendix C to this Agreement. GCL, auto and professional policies shall provide coverage for "occurrences" during the term of the policy and not for "claims Made." All such policies shall name the School District, its officers, trustees, employees, and volunteers as additional insureds. For good cause shown, School District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the School District may impose in the exercise of its sole discretion. Such certificates and policies shall be in a form acceptable to the School District and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide. Such insurance policies shall provide that no material change in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the School District. The Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Provider's expense, the insurance coverage provided above.

D. No Personal Liability. No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Provider as the result of the execution, of this Agreement.

SECTION 7. GENERAL PROVISIONS

A. Relationship of the Parties. The Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the School District and Provider; or (ii) to create any relationship between the School District and any subcontractor of the Provider.

B. Conflict of Interest. The Provider represents and certifies that, (i) to the best of its knowledge, (ii) no School District employee or agent is interested in the business of the Provider or this Agreement; (iii) as of the date of this Agreement neither the Provider nor any person employed or associated with the Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iv) neither the Provider nor any person employed by or associated with the Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Provider represents and certifies that the Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/1142.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the School District prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Provider shall be liable to the School District for all loss or damage that the School District may suffer, and this Agreement shall, at the School District's option, be null and void.

D. Sexual Harassment Policy. The Provider certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

E. Termination. Notwithstanding any other provision hereof, the School District or the provider may terminate this Agreement at any time upon 30 days prior written notice. In the event that this Agreement is so terminated, the Provider shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed determined on the basis of the rates set forth in this Agreement. Any unearned portion of any payment shall be returned to the School District within 30 days.

F. Term The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the School District determines that all of the Services under this Agreement are completed, or on such other date as may be set forth in Appendix A hereto. A determination of completion shall not constitute a waiver of any rights or claims, which the School District may have or thereafter acquire with respect to any breach hereof by the Provider.

G. Non-Discrimination In all hiring or employment by the Provider pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Provider agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any Services or activities made possible by, or resulting from, this Agreement.

H. Default If it should appear at any time that the Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the Provider's receipt of written notice of such Event of Default from the School District, then the School District shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Provider. The School District may require the Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default and to take any or all other action necessary to bring the Provider and the Services into compliance with this Agreement.

2. Termination of Agreement by School District. The School District may terminate this Agreement with the submission of a 30 day written notice to the provider without liability for further payment of amounts due or to become due under this Agreement.

3. Withholding of Payment by School District. The School District may withhold from any payment, whether or not previously approved, or may recover from the Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the School District as the result of any Event of Default by the Provider or as a result of actions taken by the School District in response to any Event of Default by the Provider.

I. No Additional Obligation. The Parties acknowledge and agree that the School District is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Provider, or with any vendor solicited or recommended by the Provider.

J. Agreements with Vendors. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Provider to vendors shall be subject to the approval of the School Board. The School District shall not be liable to any vendor or other third party for any agreements made by the Provider purportedly on behalf of the School District, without the knowledge and approval of the School Board.

K. Mutual Cooperation. The School District agrees to cooperate with the Provider in the performance of the Services, including meeting with the Provider and providing the Provider with such non-confidential information that the School District may have that may be relevant and helpful to the Provider's performance of the Services. The Provider agrees to cooperate with the School District in the performance of and the completion of the Services and with any other Providers engaged by the School District.

L. News Releases. The Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Contract Administrator.

M. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the School District. At the School District's request, or upon termination of this Agreement, the Provider shall cause the Documents to be promptly delivered to the School District.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the School District or by the Provider without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt, (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

<u>Assistant Principal of Student Services</u>	with a copy to:	Ancel Glink Diamond et al
Contract Administrator		140 S. Dearborn St. Suite 600
Oak Park and River Forest		Chicago, IL 60603
High School District		Attention: Paul N. Keller
201 N. Scoville		E-mail: pkeller@ancelglink.com
Oak Park, IL 60302 2296		Phone: 312-782-7606
Phone:		Fax: 312-782-0943
Fax: 708-434-3910		
E-mail: _____		

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

Daniel J. Kill
Family Service & Mental Health Center of Oak Park & River Forest
120 S. Marion St.
Oak Park, IL 60302
Phone: 708-383-7500 Ext. 104
Fax: 708-383-7780
E-mail: dkill@familyserviceopr.org

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Provider shall be made or be valid against the School District.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Law. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any and all previous or contemporaneous oral or written agreements and negotiations between the School District and the Provider with respect to the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Appendixes. Appendixes A, B and C, if attached hereto, are incorporated in and made a part of this Agreement. In the event of a conflict between the Appendix and the text of this Agreement, the text of the Agreement shall control.

L. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

M. Counterparts. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED this _____ day of _____, 20__.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT

By _____
Title President, Board Of Education

Attest:

Title _____

SERVICE PROVIDER
FAMILY SERVICE & MENTAL HEALTH CENTER OF OAK PARK & RIVER FOREST

By _____
Title President/CEO

APPENDIX A

Description of Work for the Drug Free and Safe School Counselor

1. **QUALIFICATIONS:** The professional person provided by Family Service & Mental Health Center Oak Park & River Forest (Family Service) to the School District for the position of Drug Free and Safe Schools Counselor shall be a certified and/or licensed professional. The School District shall have the right to reject any of Family Service's applicants whose qualifications in the School District's good faith and reasonable judgment do not meet the qualifications and standards established by the School District as necessary to perform the agreed services.
2. **SUPERVISION:** Family Service shall be primarily responsible for the professional supervision of the Drug Free/Safe School Counselor assigned to the School. The School District shall designate a certified district administrator to assign specific projects and duties to the Drug Free/Safe Schools Counselor position.
3. **DUTIES:** The counselor position will serve as a substance abuse prevention specialist, as an assessment/referral provider, as a treatment provider of substance abuse and mental health intervention services for high school students, as a consultant resource for school faculty; and perform the following duties:
 - Clinical Assessment and Intervention Services: Provides substance abuse and mental health evaluations/assessments and interventions to high school students; provides professional evaluations for students and their families regarding issues of substance abuse and dependence, as well as other behavioral health issues, making treatment and/or educational recommendations; provides appropriate clinical documentation, tracking of numbers of students and family contacts, and monthly statistical analysis.
 - Crisis intervention/Referral: Provides assessment and referral, short-term crisis intervention and supportive services linking students and families with appropriate community agencies for longer-term care.
 - Consultative/Education: Provides evaluation of and/or development of substance abuse programs for students, parents, faculty/staff and community; provides educational intervention for at-risk and substance-abusing students and their families serves as a consultant and/or assistant in the implementation of special presentations, parent support groups, and drug awareness activities within the school and the community as requested.
 - Documentation: Provide appropriate clinical documentation, including but not limited to number of students served, number of student and family contacts, community meetings attended and monthly statistical reporting.
 - Assistance in the development and implementation of school-based programs addressing attendance, conflict resolution, substance abuse, dating violence and other relevant social/emotional issues.
 - Sponsor, coordinate, and/or participate in selected school-based prevention and youth leadership groups (i.e., Peer Mediation, Snowball, and Snow Flurry).
 - Lead group counseling groups for students involved in ongoing substance abuse.

4. SERVICE HOURS: The Drug Free/Safe Schools Counselor will serve under the term of this agreement in hours to be mutually agreed upon of a flexible nature at a rate of a maximum of 35 hours per week with some evening work required. Counselor services will be available from August 24, 2009 – June 9, 2010. The Counselor shall not be absent from work for more than five consecutive workdays. In such instances the Provider will provide a substitute Counselor.
5. FACILITIES. The School shall provide, at its expense, all such space, equipment and supplies as may be reasonably necessary for the Drug Free and Safe School Counselor to render the services called for in the Agreement.
6. EQUIPMENT AND SUPPLIES. Equipment and supplies and any other necessary materials to carry out the duties shall be provided as mutually agreed to between the School District and the Agency.
7. SECRETARIAL SERVICES. The School District shall provide the Drug Free/Safe School Counselor with an office work space and appropriate and necessary secretarial support services on School District property.
8. EXCLUSIVE SERVICES. The School District will not recruit or hire the Family Service staff member at any time neither during the contract nor for a period of two years following the termination of this contract.
9. REFERRAL FOR SERVICE. The Drug Free/Safe School Counselor is prohibited from (1) exclusive routing of clients to Family Service for services, and (2) engaging in private, professional contact with clients in any external service provisions in which they may be engaged in the community.
10. ACCESS TO RECORDS. In accordance with all applicable federal laws and regulations, the School District agrees to provide the Drug Free/Safe School Counselor access to necessary records to facilitate student services. All necessary access documents and release of information forms, shall be obtained when materials are shared between the school and agency.

APPENDIX B
Description of Work for Four Resource Managers

1. **QUALIFICATIONS:** The professionals provided by Family Service & Mental Health Center of Oak Park & River Forest (Family Service) to the School District for the positions of Resource Manager of Community Support Services shall be a professional with agency experience in social work or a mental health related field with a master's level of education. The School District shall have the right to reject any of Family Service's applicants whose qualifications in the School District's good faith and reasonable judgment do not meet the qualifications and standards established by the School District as necessary to perform the agreed upon services.
2. **SUPERVISION:** Family Service shall be primarily responsible for the professional supervision of the four Resource Managers assigned to the School District. The School District shall designate a certified, district administrator, to assign specific projects and duties to the Resource Manager provided under the terms of this agreement.
3. **DUTIES:** Family Service will provide a professional counselor who will supply the following services in the role of the Resource Managers of Community Support Program. It is hereby agreed that the Resource Managers for Community Support Services shall perform the following duties:
 - Assessment and/or short-term counseling for those high school students in need of psychological support.
 - Referral and assurance of linkage of high school students to community resources, as needed; providing ongoing support and follow-up.
 - Support to families, including family sessions, phone contacts, home visits, and referral to community resources with follow-up to determine successful linkage.
 - Crisis intervention and stabilizations to individual students and families at the high school.
 - Participate as member of school crisis team.
 - Consult with Counselors and Deans and other appropriate school personnel regarding student mental health concerns.
 - Assistance in the development and implementation of school-based programs addressing attendance, conflict resolution, substance abuse, dating violence and other relevant social/emotional issues.
 - Sponsor, coordinate, and/or participate in selected school-based prevention and youth leadership groups (i.e., Peer Mediation, Snowball, and Snow Flurry).
 - Maintenance of statistics regarding referrals to the Community Support Program as well as referrals to community agencies.
 - Maintenance on-going contact with community agency personnel to obtain updated information regarding programmatic and staffing changes.
 - Participation in school functions as schedule allows (i.e.: OPRFHS Open House, Parent-Teacher Conferences, Eighth Grader Nights, New Teacher Induction Program, etc.).
 - Participation on Pupil Support Service (PSS) team
 - Leadership of group counseling for two groups of students facing similar problems (anger, aggression, truancy, family loss, etc.)

4. **SERVICE HOURS:** The Resource Managers for Community Support Services will serve under the term of this contract in hours to be mutually agreed upon of a flexible nature at an average rate of a maximum of 35 hours per week with some evening and weekend work required. When weekend or additional evening work is required the resource manager will, with consultation of the Assistant Pupil for Student Services, flex their schedule prior to or after such events. The Resource Manager's services will be available from August 24, 2009 – June 9, 2010. The Resource Manager shall not be absent from the workplace for more than five (5) consecutive workdays. Family Services & Mental Health Center shall provide a substitute Resource Manager if one of the regularly assigned Resource Managers is expected to be absent in excess of five days.
5. **FACILITIES:** The School shall provide, at its expense, all such space, equipment and supplies as may be reasonably necessary for the Resource Manager to render the services called for in the Agreement.
6. **EQUIPMENT AND SUPPLIES:** Equipment and supplies and any other necessary materials to carry out the duties shall be provided as mutually agreed to between the School District and the Agency.
7. **SECRETARIAL SERVICES:** The School District shall provide the four Resource Managers with an office work space and appropriate and necessary secretarial support services on School District property.
8. **EXCLUSIVE SERVICES:** The School District will not recruit or hire the Family Services & Mental Health Center staff member at any time during the contract, nor for a period of two years following the termination of this contract.
9. **REFERRAL FOR SERVICE:** The Resource Managers are prohibited from (1) exclusive routing of clients to Family Service for services, and (2) engaging in private, professional contact with clients in any external service provisions in which they may be engaged in the community.
10. **ACCESS TO RECORDS:** In accordance with all applicable federal laws and regulations, the School District agrees to provide the four Resource Managers access to necessary records to facilitate student services. All necessary access documents and release of information forms, shall be obtained when materials are shared between the school and agency.

APPENDIX C
Compensation

1. The School District shall pay to Family Service & Mental Health Center Of Oak Park & River Forest (Family Service) the total sum of \$296,215 for all services performed during the full 10 month term of the agreement, unless such agreement is earlier terminated. Family Service shall be paid by the School District in monthly installment payments of \$29,621.50. The School District shall remit these monthly payments to Family Service upon receipt of a statement of services from Family Service.
2. Mileage incurred with travel between sites to provide services shall be reimbursed by Family Services & Mental Health Center to the one Drug Free and Safe School Counselor and the four Resource Managers and shall not be the responsibility of the School District.

***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: May 19, 2009
RE: Resolution for Prevailing Wage

BACKGROUND

It is a requirement of the Illinois Department of Labor that local governmental bodies annually adopt a resolution for prevailing wages to be paid to workers in certain job classifications.

SUMMARY OF FINDINGS

This information is then filed with the Illinois Department of Labor and the Illinois Secretary of State after which a legal notice is placed in a local newspaper. This is in compliance with the 1931 Davis Bacon Act, which stipulates that outside contractors must pay the prevailing wages for certain classifications, and the school must require this as part of the bid specifications.

RECOMMENDATIONS

This resolution will be presented to the Board of Education on May 28, 2009 for adoption.

**AN ORDINANCE OF THE BOARD OF EDUCATION OF THE
OAK PARK AND RIVER FOREST HIGH SCHOOL, COOK COUNTY, ILLINOIS
ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS,
WORKMEN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID SCHOOL**

WHEREAS, The State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, (Ill. Rev. Stat. 1987, Ch. 48, par.39s-1 et seq. as amended by Public Acts 86-799 and 86-693) and

WHEREAS, the aforesaid Act requires that the Board of Education of the Oak Park and River Forest High School, Cook County, Illinois, investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Oak Park and River Forest High School, Cook County, Illinois, employed in performing construction of public works, for said Oak Park and River Forest High School, Cook County, Illinois.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF EDUCATION OF THE
OAK PARK AND RIVER FOREST HIGH SCHOOL, COOK COUNTY, ILLINOIS:**

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Oak Park and River Forest High School, Cook County, Illinois, is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County area as determined by the Department of Labor of the State of Illinois as of June of the current year a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Oak Park and River Forest High School, Cook County, Illinois. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Oak Park and River Forest High School, Cook County, Illinois, to the extent required by the aforesaid Act.

SECTION 3: The Secretary of the Board of Education of the Oak Park and River Forest High School, Cook County, Illinois, shall publicly post or keep available for inspection by any interested party in the main office of this Board of Education of the Oak Park and River Forest High School, Cook County, Illinois, this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Secretary of the Board of Education of the Oak Park and River Forest High School, Cook County, Illinois, shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Secretary of the Board of Education of the Oak Park and River Forest High School, Cook County, Illinois, shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Secretary of the Board of Education of the Oak Park and River Forest High School, Cook County, Illinois, shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED THIS 28th day of May, 2009.

APPROVED:

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

ATTEST:

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

STATE OF ILLINOIS)
)
COUNTY OF COOK)

CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I am the Secretary of the Board of Education of the Oak Park and River Forest High School; that the foregoing is a true and correct copy of an Ordinance duly passed by the Board of Education of the Oak Park and River Forest High School being entitled:

“AN ORDINANCE OF THE BOARD OF EDUCATION OF THE OAK PARK AND RIVER FOREST HIGH SCHOOL, COOK COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMEN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID SCHOOL”,

at a regular meeting held on the 28th day of May, 2009, the ordinance being part of the official records of said Board of Education of the Oak Park and River Forest High School.

DATED this 28th day of May, 2009.

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

Cook County Prevailing Wage for May 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC		BLD		29.930	0.000	1.5	1.5	2.0	9.170	9.260	0.000	0.320
BOILERMAKER		BLD		41.230	44.940	2.0	2.0	2.0	6.720	8.940	0.000	0.350
BRICK MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	7.850	7.410	0.000	0.170
CERAMIC TILE FNSHER		BLD		32.150	0.000	2.0	1.5	2.0	6.150	7.370	0.000	0.380
COMM. ELECT.		BLD		35.440	37.940	1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRIC PWR GRNDMAN		ALL		30.110	44.970	1.5	1.5	2.0	7.120	8.850	0.000	0.230
ELECTRIC PWR LINEMAN		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRICIAN		ALL		39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR		ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		39.900	42.400	1.5	1.5	2.0	9.170	10.46	0.000	0.320
IRON WORKER		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER		ALL		34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
MACHINIST		BLD		40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS		ALL		28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I		ALL		24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II		ALL		29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
OPERATING ENGINEER		BLD 1		43.800	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD 2		42.500	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD 3		39.950	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD 4		38.200	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		FLT 1		47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 2		45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 3		40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 4		33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY 1		42.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY 2		41.450	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY 3		39.400	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY 4		38.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY 5		36.800	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER		ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER		ALL		36.900	41.510	1.5	1.5	1.5	7.350	8.400	0.000	0.470
PAINTER SIGNS		BLD		30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIIVER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
PIPEFITTER		BLD		42.050	45.050	1.5	1.5	2.0	7.660	8.550	0.000	1.370
PLASTERER		BLD		38.100	40.390	1.5	1.5	2.0	7.500	8.440	0.000	0.400
PLUMBER		BLD		43.000	45.000	1.5	1.5	2.0	9.110	5.960	0.000	1.030
ROOFER		BLD		36.400	39.400	1.5	1.5	2.0	6.950	4.670	0.000	0.330
SHEETMETAL WORKER		BLD		39.130	42.260	1.5	1.5	2.0	9.130	11.83	0.000	0.610
SIGN HANGER		BLD		27.360	28.210	1.5	1.5	2.0	4.350	2.530	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER		BLD		33.810	0.000	1.5	1.5	2.0	6.150	9.850	0.000	0.310
TERRAZZO MASON		BLD		37.390	40.390	1.5	1.5	2.0	6.150	11.11	0.000	0.350
TILE MASON		BLD		38.630	42.630	2.0	1.5	2.0	6.150	9.010	0.000	0.500
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000

TRUCK DRIVER	E	ALL	1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD			38.200	39.200	1.5	1.5	2.0	6.580	9.550	0.000	0.280

Legend:

M-F>8 (Overtime is required for any hour greater than 8 hours each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished

interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which were installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Backhoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled; Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick

Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments);

Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEAmsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**RESOLUTION OF OAK PARK AND RIVER FOREST HIGH SCHOOL
DISTRICT NUMBER 200, COOK COUNTY, ILLINOIS
MAKING TRANSFER TO THE OPERATIONS AND MAINTENANCE FUND**

WHEREAS, this school district has previously issued bonds for the construction of certain public improvements and/or for certain alterations and repairs, and the purposes for which said bonds have been issued have been fully accomplished and paid for in full and funds remain in the Bond and Interest Fund for this district; and

WHEREAS, The Operations and Maintenance Fund of the district bears the nearest relation to the purposes for which the bonds were issued; and

WHEREAS, certain excess funds remain in said Fund and is available for transfer;

WHEREAS, Section 10-22.14 of The School Code of Illinois permits the Board by resolution to transfer such excess funds to the Operations and Maintenance Fund,

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 this Board of Education hereby finds that the recitals and the preambles to this Resolution are true and correct and hereby incorporate the same as findings of this Board of Education.

Section 2: This Board of Education hereby finds that excess funds exist in the Bond and Interest Fund of said District and this Board of Education hereby finds that the transfer of excess funds is not restricted by law or by any action of this Board of Education.

Section 3: That this Board of Education hereby further finds that the Operations and Maintenance Fund of this District is the fund most in need of such excess funds from the Bond and Interest Fund.

Section 4: That pursuant to the provisions of The Illinois School Code, the Treasurer of this school district is hereby directed to transfer all interest on investments from the Bond and Interest Fund of this district to the Operations and Maintenance Fund of this district, and the Treasurer is further hereby directed to make all necessary entries in this books and records providing for such permanent transfer.

Section 5: That the Secretary of this Board of Education shall deliver or cause to be delivered to the Treasurer of this District a certified copy of this Resolution upon its adoption as required by law.

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

ADOPTED this 28th day of May, 2009.

President, Board of Education

ATTEST:

Secretary, Board of Education

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, _____ acting Secretary of the Board of Education of Oak Park and River Forest High School District Number 200, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

**“RESOLUTION OF OAK PARK AND RIVER FOREST HIGH SCHOOL
DISTRICT NUMBER 200, COOK COUNTY, ILLINOIS
MAKING TRANSFER TO THE OPERATIONS AND MAINTENANCE FUND:**

which resolution was duly adopted by said Board of Education at a regular meeting held on the 28th day of May, 2009.

I do further certify that a quorum of said Board of Education was present at said meeting, and that all requirements of the Illinois Open Meetings Act were met.

IN WITNESS WHEREOF, I have hereunto set my hand to this document on the 28th day of May, 2009.

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

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

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

TO: Board of Education

FROM: Cheryl L. Witham

DATE: May 19, 2009

RE: Resolution to Transfer Interest from the Bond and Interest Fund to the
Operations and Maintenance Fund

BACKGROUND

In the past the District has annually transferred interest earnings and excess funds from the Bond and Interest Fund to the Operations and Maintenance Fund as provided in Section 10-22.14 of The School Code of Illinois.

SUMMARY OF FINDINGS

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

A resolution that outlines the authority to transfer interest earnings and excess funds from the Bond and Interest Fund to the Operations and Maintenance Fund will be presented to the Board of Education on May 28, 2009.

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: May 19, 2009

RE: Approval of PTAB Resolution

BACKGROUND

The administration is asking the Board of Education to consider this resolution giving the administration, in conjunction with our law firm Franczek, Sullivan, 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)

This resolution will be presented to the Board of Education for approval at the Regular Board of Education meeting on May 28, 2009.

**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, an appeal before the PTAB seeks a reduction in the assessed value of the parcel or parcels; 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 and River Forest High School District 200 ("Board"); and

Whereas, the number of such appeals has been increasing in terms of both the absolute number of appeals filed and the total dollar amount of assessed valuation reductions sought; 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 only 30 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 and River Forest High School District 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 Sullivan P.C., as its legal representative, to: a) file a Request to Intervene in Appeal Proceedings in all 2009 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, 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: May 19, 2009
RE: Certificate of Recognition

BACKGROUND

The Illinois State Board of Education awards a Certificate of Recognition to school district's based on their school year financial data.

SUMMARY OF FINDINGS

The Oak Park and River Forest High School has received this recognition based on the 2008 school year financial data. This is the highest category obtainable for the School District Financial Profile. Attached is a copy of the Certificate.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)
INFORMATION ONLY**

Illinois State Board of Education

Certificate of Financial Recognition

is hereby granted to

Oak Park – River Forest SD 200

*According to the 2009 Illinois State Board of Education School District Financial Profile,
Based on the 2008 School Year Financial Data.*



State Superintendent of Education

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

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

TO: Board of Education

FROM: Cheryl Witham

DATE: May 19, 2009

RE: Financial Reports

BACKGROUND

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

SUMMARY OF FINDINGS

Attached are the Financial Reports for February and March 2009.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

To place the February and March, 2009 Financial Reports on the April 30, 2009 Board of Education Consent Agenda for approval.

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

Education Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	February 29	%	Budget	February 28	%
	2008	2008		2008-2009	2009	
<i>Receipts</i>						
Property Taxes	42,679,315	26,472,304	62.0%	44,173,578	27,058,875	61.3%
Other Local Sources	2,687,455	1,280,092	47.6%	2,837,305	1,378,259	48.6%
State Sources	2,981,795	1,648,040	55.3%	2,653,945	1,712,272	64.5%
Federal Sources	1,267,035	978,894	77.3%	1,230,845	1,040,411	84.5%
Transfers/Other	-	-	N/A	-	-	N/A
	<u>49,615,600</u>	<u>30,379,330</u>	<u>61.2%</u>	<u>50,895,673</u>	<u>31,189,817.00</u>	<u>61.3%</u>
<i>Expenditures</i>						
General Instruction	20,173,520	11,028,139	54.7%	20,979,644	10,563,197	50.3%
Special Education	6,963,976	3,848,981	55.3%	5,185,599	2,643,597	51.0%
Adult Education	18,000	-	0.0%	19,910	6,000	30.1%
Vocational Programs	273,942	177,538	64.8%	301,607	172,088	57.1%
Interscholastic Programs	1,801,962	1,039,681	57.7%	1,984,076	1,107,815	55.8%
Summer School	320,175	166,628	52.0%	337,170	128,881	38.2%
Drivers Education	-	-	N/A	703,228	373,741	53.1%
Other Instructional	255,795	157,970	61.8%	3,020,274	1,440,841	47.7% 1
Support Svcs. - Pupil	6,049,787	3,023,334	50.0%	6,655,283	3,406,729	51.2%
Support Svcs. - Admin.	4,438,812	2,776,171	62.5%	5,242,207	2,836,035	54.1%
Transfers	-	-	N/A	-	-	N/A
	<u>40,295,969</u>	<u>22,218,442</u>	<u>55.1%</u>	<u>44,428,998</u>	<u>22,678,924</u>	<u>51.0%</u>
Change in Fund Balance	9,319,631	8,160,888		6,466,675	8,510,893	
Beginning Balance	<u>34,532,981</u>	<u>34,532,981</u>		<u>43,852,612</u>	<u>43,852,612</u>	
Ending Balance	<u>43,852,612</u>	<u>42,693,869</u>		<u>50,319,287</u>	<u>52,363,505</u>	

1. The state BOE made several account number changes for FY 09. The special education tuition is now coded to function series 1920 and thus the increased budget and actual expenditures.

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

Cafeteria Fund

	Audited 2007-2008	Fiscal to Date February 29 2008	%	Original Budget 2008-2009	Fiscal to Date February 28 2009	%
<i>Receipts</i>						
Other Local Sources	1,945,685	1,233,831	63.4%	2,019,046	1,321,577	65.5%
State Sources	9,996	5,256	52.6%	6,495	6,627	102.0%
Federal Sources	201,547	111,907	55.5%	198,856	134,587	67.7%
	<u>2,157,228</u>	<u>1,350,994</u>	<u>62.6%</u>	<u>2,224,397</u>	<u>1,462,791</u>	<u>65.8%</u>
<i>Expenditures</i>						
Support Svcs. - Admin.	2,264,723	1,403,998	62.0%	2,182,870	1,372,057	62.9%
	<u>2,264,723</u>	<u>1,403,998</u>	<u>62.0%</u>	<u>2,182,870</u>	<u>1,372,057</u>	<u>62.9%</u>
Change in Fund Balance	(107,495)	(53,004)		41,527	90,734	
Beginning Balance	396,290	396,290		288,795	288,795	
Ending Balance	<u>288,795</u>	<u>343,286</u>		<u>330,322</u>	<u>379,529</u>	

Operations and Maintenance Fund

	Audited 2007-2008	Fiscal to Date February 29 2008	%	Original Budget 2008-2009	Fiscal to Date February 28 2009	%
<i>Receipts</i>						
Property Taxes	4,950,290	3,050,330	61.6%	4,976,991	3,156,899	63.4%
Other Local Sources	1,848,831	1,097,395	59.4%	1,445,696	945,229	65.4%
Transfers	84,230	-	0.0%	48,480	-	0.0%
	<u>6,883,351</u>	<u>4,147,725</u>	<u>60.3%</u>	<u>6,471,167</u>	<u>4,102,128</u>	<u>63.4%</u>
<i>Expenditures</i>						
Support Svcs. - Admin.	4,674,963	2,972,467	63.6%	5,684,053	3,757,179	66.1% 1
	<u>4,674,963</u>	<u>2,972,467</u>	<u>63.6%</u>	<u>5,684,053</u>	<u>3,757,179</u>	<u>66.1%</u>
Change in Fund Balance	2,208,388	1,175,258		787,114	344,949	
Beginning Balance	5,731,280	5,731,280		7,939,668	7,939,668	
Ending Balance	<u>7,939,668</u>	<u>6,906,538</u>		<u>8,726,782</u>	<u>8,284,617</u>	

1. Facility construction projects are now recorded in the O&M fund.

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

Bond and Interest Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	February 29	%	Budget	February 28	%
	2008	2008		2008-2009	2009	
<i>Receipts</i>						
Property Taxes	2,924,687	1,828,134	62.5%	2,939,192	1,839,757	62.6%
Other Local Sources	84,230	31,896	37.9%	48,480	16,959	35.0%
Transfer	613,963	-	0.0%	616,525	-	0.0%
	<u>3,622,880</u>	<u>1,860,030</u>	51.3%	<u>3,604,197</u>	<u>1,856,716</u>	51.5%
<i>Expenditures</i>						
Debt Service	3,475,322	3,262,951	93.9%	3,484,715	3,280,615	94.1%
Transfers	84,230	-	0.0%	48,480	-	0.0%
	<u>3,559,552</u>	<u>3,262,951</u>	91.7%	<u>3,533,195</u>	<u>3,280,615</u>	92.9%
Change in Fund Balance	63,328	(1,402,921)		71,002	(1,423,899)	
Beginning Balance	<u>2,349,572</u>	<u>2,349,572</u>		<u>2,412,900</u>	<u>2,412,900</u>	
Ending Balance	<u>2,412,900</u>	<u>946,651</u>		<u>2,483,902</u>	<u>989,001</u>	

Transportation Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	February 29	%	Budget	February 28	%
	2008	2008		2008-2009	2009	
<i>Receipts</i>						
Property Taxes	803,454	493,788	61.5%	830,303	514,217	61.9%
Other Local Sources	57,638	23,130	40.1%	27,701	19,178	69.2%
State Sources	808,952	403,171	49.8%	619,385	362,783	58.6%
	<u>1,670,044</u>	<u>920,089</u>	55.1%	<u>1,477,389</u>	<u>896,178</u>	60.7%
<i>Expenditures</i>						
Support Svcs. - Pupil	1,260,008	613,805	48.7%	1,410,785	722,227	51.2%
	<u>1,260,008</u>	<u>613,805</u>	48.7%	<u>1,410,785</u>	<u>722,227</u>	51.2%
Change in Fund Balance	410,036	306,284		66,604	173,951	
Beginning Balance	<u>1,490,841</u>	<u>1,490,841</u>		<u>1,900,877</u>	<u>1,900,877</u>	
Ending Balance	<u>1,900,877</u>	<u>1,797,125</u>		<u>1,967,481</u>	<u>2,074,828</u>	

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

Working Cash Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	February 29	%	Budget	February 28	%
	2008	2008		2008-2009	2009	
<i>Receipts</i>						
Property Taxes	604,850	189,151	31.3%	961,484	584,517	60.8%
Other Local Sources	124,224	22,789	18.3%	93,019	48,912	52.6%
	729,074	211,940	29.1%	1,054,503	633,429	60.1%
<i>Expenditures</i>						
Transfers	-	-	N/A	-	-	N/A
	-	-	N/A	-	-	N/A
Change in Fund Balance	729,074	211,940		1,054,503	633,429	
Beginning Balance	3,477,903	3,477,903		4,206,977	4,206,977	
Ending Balance	4,206,977	3,689,843		5,261,480	4,840,406	

Dental Self Insurance Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	February 29	%	Budget	February 28	%
	2008	2008		2008-2009	2009	
<i>Receipts</i>						
Insurance Premiums	426,726	241,619	56.6%	465,647	236,935	50.9% 1
Other Local Sources	6,000	2,704	45.1%	5,000	1,497	29.9%
	432,726	244,323	56.5%	470,647	238,432	50.7%
<i>Expenditures</i>						
Staff Services	389,664	205,952	52.9%	465,010	283,055	60.9%
Change in Fund Balance	43,062	35,667		5,637	(44,623)	
Beginning Balance	114,709	114,709		157,771	157,771	
Ending Balance	157,771	150,376		163,408	113,148	

1. Budget assumed a 10% increase in the premium for the second half of the year. This did not occur as the premium remained flat.

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

Education Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	March 31	%	Budget	March 31	%
	2008	2008		2008-2009	2009	
<i>Receipts</i>						
Property Taxes	42,679,315	40,487,986	94.9%	44,173,578	42,697,334	96.7%
Other Local Sources	2,687,455	1,362,844	50.7%	2,837,305	1,500,704	52.9%
State Sources	2,981,795	1,782,491	59.8%	2,653,945	1,861,910	70.2%
Federal Sources	1,267,035	982,060	77.5%	1,230,845	1,173,314	95.3%
Transfers/Other	-	-	N/A	-	-	N/A
	<u>49,615,600</u>	<u>44,615,381</u>	<u>89.9%</u>	<u>50,895,673</u>	<u>47,233,262</u>	<u>92.8%</u>
<i>Expenditures</i>						
General Instruction	20,173,520	12,529,050	62.1%	20,979,644	12,028,221	57.3%
Special Education	6,963,976	4,452,601	63.9%	5,185,599	2,996,580	57.8%
Adult Education	18,000	6,000	33.3%	19,910	6,000	30.1%
Vocational Programs	273,942	177,369	64.7%	301,607	187,809	62.3%
Interscholastic Programs	1,801,962	1,218,983	67.6%	1,984,076	1,296,056	65.3%
Summer School	320,175	167,027	52.2%	337,170	129,286	38.3%
Drivers Education	-	-	N/A	703,228	425,506	60.5%
Other Instructional	255,795	168,321	65.8%	3,020,274	1,695,717	56.1% 1
Support Svcs. - Pupil	6,049,787	3,482,209	57.6%	6,655,283	3,926,529	59.0%
Support Svcs. - Admin.	4,438,812	3,147,725	70.9%	5,242,207	3,200,418	61.1%
Transfers	-	-	N/A	-	-	N/A
	<u>40,295,969</u>	<u>25,349,285</u>	<u>62.9%</u>	<u>44,428,998</u>	<u>25,892,122</u>	<u>58.3%</u>
Change in Fund Balance	9,319,631	19,266,096		6,466,675	21,341,140	
Beginning Balance	<u>34,532,981</u>	<u>34,532,981</u>		<u>43,852,612</u>	<u>43,852,612</u>	
Ending Balance	<u>43,852,612</u>	<u>53,799,077</u>		<u>50,319,287</u>	<u>65,193,752</u>	

1. The state BOE made several account number changes for FY 09. The special education tuition is now coded to function series 1920 and thus the increased budget and actual expenditures.

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

Cafeteria Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	March 31	%	Budget	March 31	%
	2007-2008	2008		2008-2009	2009	
<i>Receipts</i>						
Other Local Sources	1,945,685	1,408,254	72.4%	2,019,046	1,525,219	75.5%
State Sources	9,996	6,019	60.2%	6,495	10,456	161.0%
Federal Sources	201,547	133,748	66.4%	198,856	159,355	80.1%
	<u>2,157,228</u>	<u>1,548,021</u>	<u>71.8%</u>	<u>2,224,397</u>	<u>1,695,030</u>	<u>76.2%</u>
<i>Expenditures</i>						
Support Svcs. - Admin.	2,264,723	1,642,463	72.5%	2,182,870	1,597,945	73.2%
	<u>2,264,723</u>	<u>1,642,463</u>	<u>72.5%</u>	<u>2,182,870</u>	<u>1,597,945</u>	<u>73.2%</u>
Change in Fund Balance	(107,495)	(94,442)		41,527	97,085	
Beginning Balance	396,290	396,290		288,795	288,795	
Ending Balance	<u>288,795</u>	<u>301,848</u>		<u>330,322</u>	<u>385,880</u>	

Operations and Maintenance Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	March 31	%	Budget	March 31	%
	2007-2008	2008		2008-2009	2009	
<i>Receipts</i>						
Property Taxes	4,950,290	4,665,435	94.2%	4,976,991	4,978,220	100.0%
Other Local Sources	1,848,831	1,217,687	65.9%	1,445,696	1,018,187	70.4%
Transfers	84,230	-	0.0%	48,480	-	0.0%
	<u>6,883,351</u>	<u>5,883,122</u>	<u>85.5%</u>	<u>6,471,167</u>	<u>5,996,407</u>	<u>92.7%</u>
<i>Expenditures</i>						
Support Svcs. - Admin.	4,674,963	3,354,030	71.7%	5,684,053	4,348,160	76.5% 1
	<u>4,674,963</u>	<u>3,354,030</u>	<u>71.7%</u>	<u>5,684,053</u>	<u>4,348,160</u>	<u>76.5%</u>
Change in Fund Balance	2,208,388	2,529,092		787,114	1,648,247	
Beginning Balance	5,731,280	5,731,280		7,939,668	7,939,668	
Ending Balance	<u>7,939,668</u>	<u>8,260,372</u>		<u>8,726,782</u>	<u>9,587,915</u>	

1. Facility construction projects are now recorded in the O&M fund.

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

Bond and Interest Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	March 31	%	Budget	March 31	%
		2008		2008-2009	2009	
<i>Receipts</i>						
Property Taxes	2,924,687	2,797,262	95.6%	2,939,192	2,903,849	98.8%
Other Local Sources	84,230	35,945	42.7%	48,480	20,396	42.1%
Transfer	613,963	-	0.0%	616,525	-	0.0%
	<u>3,622,880</u>	<u>2,833,207</u>	<u>78.2%</u>	<u>3,604,197</u>	<u>2,924,245</u>	<u>81.1%</u>
<i>Expenditures</i>						
Debt Service	3,475,322	3,262,952	93.9%	3,484,715	3,283,365	94.2%
Transfers	84,230	-	0.0%	48,480	-	0.0%
	<u>3,559,552</u>	<u>3,262,952</u>	<u>91.7%</u>	<u>3,533,195</u>	<u>3,283,365</u>	<u>92.9%</u>
Change in Fund Balance	63,328	(429,745)		71,002	(359,120)	
Beginning Balance	<u>2,349,572</u>	<u>2,349,572</u>		<u>2,412,900</u>	<u>2,412,900</u>	
Ending Balance	<u>2,412,900</u>	<u>1,919,827</u>		<u>2,483,902</u>	<u>2,053,780</u>	

Transportation Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2007-2008	March 31	%	Budget	March 31	%
		2008		2008-2009	2009	
<i>Receipts</i>						
Property Taxes	803,454	755,152	94.0%	830,303	811,442	97.7%
Other Local Sources	57,638	27,095	47.0%	27,701	22,442	81.0%
State Sources	808,952	403,171	49.8%	619,385	363,613	58.7%
	<u>1,670,044</u>	<u>1,185,418</u>	<u>71.0%</u>	<u>1,477,389</u>	<u>1,197,497</u>	<u>81.1%</u>
<i>Expenditures</i>						
Support Svcs. - Pupil	1,260,008	705,744	56.0%	1,410,785	838,314	59.4%
	<u>1,260,008</u>	<u>705,744</u>	<u>56.0%</u>	<u>1,410,785</u>	<u>838,314</u>	<u>59.4%</u>
Change in Fund Balance	410,036	479,674		66,604	359,183	
Beginning Balance	<u>1,490,841</u>	<u>1,490,841</u>		<u>1,900,877</u>	<u>1,900,877</u>	
Ending Balance	<u>1,900,877</u>	<u>1,970,515</u>		<u>1,967,481</u>	<u>2,260,060</u>	

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

Working Cash Fund

	Audited 2007-2008	Fiscal to Date March 31 2008	%	Original Budget 2008-2009	Fiscal to Date March 31 2009	%
<i>Receipts</i>						
Property Taxes	604,850	289,050	47.8%	961,484	927,031	96.4%
Other Local Sources	124,224	30,967	24.9%	93,019	57,597	61.9%
	729,074	320,017	43.9%	1,054,503	984,628	93.4%
<i>Expenditures</i>						
Transfers	-	-	N/A	-	-	N/A
	-	-	N/A	-	-	N/A
Change in Fund Balance	729,074	320,017		1,054,503	984,628	
Beginning Balance	3,477,903	3,477,903		4,206,977	4,206,977	
Ending Balance	4,206,977	3,797,920		5,261,480	5,191,605	

Dental Self Insurance Fund

	Audited 2007-2008	Fiscal to Date March 31 2008	%	Original Budget 2008-2009	Fiscal to Date March 31 2009	%
<i>Receipts</i>						
Insurance Premiums	426,726	278,119	65.2%	465,647	273,402	58.7% 1
Other Local Sources	6,000	3,063	51.1%	5,000	1,735	34.7%
	432,726	281,182	65.0%	470,647	275,137	58.5%
<i>Expenditures</i>						
Staff Services	389,664	238,096	61.1%	465,010	318,363	68.5%
Change in Fund Balance	43,062	43,086		5,637	(43,226)	
Beginning Balance	114,709	114,709		157,771	157,771	
Ending Balance	157,771	157,795		163,408	114,545	

1. Budget assumed a 10% increase in the premium for the second half of the year. This did not occur as the premium remained flat.

***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: May 19, 2009

RE: Treasurer's Reports

BACKGROUND

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

SUMMARY OF FINDINGS

Attached is the Treasurer Report for March and April, 2009.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

The March and April, 2009 Financial Reports, will be presented to the Board of Education for approval at the May 28, 2009, Board of Education meeting.

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

<u>Funds</u>	<u>Opening Cash Balance 03/01/09</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Adjustments to Cash (JE's)</u>	<u>Ending Cash Balance 03/31/09</u>	<u>% of Total</u>
10 Education	52,329,374.65	16,056,459.27	(3,183,674.88)	(315,155.96)	64,887,003.08	70.44%
14 Food Service	359,940.63	238,634.79	(220,006.18)	(11,765.65)	366,803.59	0.40%
15 Book Store	362,589.65	16,728.89	(36,680.94)	5,915.88	348,553.48	0.38%
Total - Education Fund	53,051,904.93	16,311,822.95	(3,440,362.00)	(321,005.73)	65,602,360.15	71.21%
20 Operations, Building & Maintenance	8,001,108.25	1,894,344.56	(542,921.35)	(48,620.08)	9,303,911.38	10.10%
22 Restricted Fund	330,725.54	471.69	-	-	331,197.23	0.36%
Total - Building Fund	8,331,833.79	1,894,816.25	(542,921.35)	(48,620.08)	9,635,108.61	10.46%
30 Bond & Interest Fund	980,259.35	1,067,529.33	(2,750.00)	-	2,045,038.68	2.22%
40 Transportation Fund	1,866,540.50	301,319.25	(116,027.46)	(60.00)	2,051,772.29	2.23%
50 IMRF & SS Fund	1,211,509.78	737,319.62	(136,469.74)	-	1,812,359.66	1.97%
70 Working Cash	4,836,993.81	351,199.49	-	-	5,188,193.30	5.63%
80 Tort Immunity	1,632,630.15	416,104.78	(41,153.54)	1,365.00	2,008,946.39	2.18%
81 Dental Self Insurance	147,417.17	3,116.12	(35,307.82)	33,588.79	148,814.26	0.16%
82 Medical Self Insurance	1,732,502.00	15,577.61	(260,959.36)	337,659.62	1,824,779.87	1.98%
83 Workers' Comp Self Insurance	31,533.04	-	-	-	31,533.04	0.03%
84 Harris - PMA	341,862.96	87,114.22	(16,656.21)	(2,927.60)	409,393.37	0.44%
84 Park National	278,448.28	97,444.38	(79,049.77)	-	296,842.89	0.32%
Total - Activity Funds	620,311.24	184,558.60	(95,705.98)	(2,927.60)	706,236.26	0.77%
90 Fire Prevention & Safety	711,480.58	374,765.44	(19,326.00)	-	1,066,920.02	1.16%

Total - All Funds	\$ 75,154,916.34	\$ 21,658,129.44	\$ (4,590,983.25)	\$ (0.00)	\$ 92,122,062.53	100.00%
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Summary of adjustments to cash:

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

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

	<u>Account Balance</u>	<u>Treasurer's Control</u>	<u>% of Total</u>
Harris Bank Comingled Account (treas ofc.)			
Statement CTTO	1,536,205.97		
Less: Outstanding Checks	-		
Plus: Deposits in Transit	-		
Adjusted	<u>1,536,205.97</u>	1,536,205.97	1.67%
Park National Student Activity Account			
Statement Balance	327,598.72		
Less: Outstanding Checks	(30,957.83)		
Plus: Deposits in Transit	202.00		
Adjusted	<u>296,842.89</u>		0.32%
Harris ISDLAF Account (Liquid & Max)			
Statement Balance	90,912,213.70		
Less: Outstanding Checks	(714,092.75)		
Plus: Deposits in Transit	29,374.82		
Adjusted	<u>90,227,495.77</u>		97.94%
Park National Imprest Account			
Statement Balance	19,731.57		
Less: Outstanding Checks	(5,613.67)		
Plus: Deposits in Transit	-		
Adjusted	<u>14,117.90</u>		0.02%
Petty Cash	<u>7,400.00</u>		0.01%
Workers Compensation Escrow	<u>40,000.00</u>		0.04%
Total Cash and Investments	\$ 92,122,062.53	\$ 1,536,205.97	100.00%

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

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

	Average Interest Rate *	Investment Value 03/31/09	% of Total	Prior Month % of Total
<u>By Financial Institution</u>				
Harris ISDLAF - Liquid MM	0.62%	1,278,190.82	1.38%	3.33%
Harris ISDLAF - Max MM	0.77%	8,960,122.88	9.69%	11.38%
Harris ISDLAF - CD's	2.65%	80,673,900.00	87.26%	83.25%
Harris - CTTO MM	*	1,536,205.97	1.66%	2.04%
Total All Investments by Institution		92,448,419.67	100.00%	100.00%

	Average Interest Rate *	Investment Value 03/31/09	% of Total	Prior Month % of Total
<u>By Investment Type</u>				
CD's	2.65%	80,673,900.00	87.26%	83.25%
Money Market	0.70%	11,774,519.67	12.74%	16.75%
Total All Investments by Type		92,448,419.67	100.00%	100.00%

	Average Interest Rate *	Investment Value 03/31/09	% of Total	Prior Month % of Total
<u>By Maturity Age</u>				
1 month	0.00%	-	0.00%	10.99%
2 months	0.86%	498,900.00	0.54%	0.00%
3 months	2.82%	5,084,000.00	5.50%	0.00%
4-6 months	2.86%	28,600,000.00	30.94%	10.32%
7-9 months	2.86%	20,900,000.00	22.61%	39.24%
10-12 months	1.85%	17,600,000.00	19.04%	12.09%
1 year +	1.71%	7,991,000.00	8.64%	10.61%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.70%	11,774,519.67	12.74%	16.75%
Total Investments		92,448,419.67	100.00%	100.00%

Oak Park & River Forest High School District 200
Treasurers Report
April 30, 2009

<u>Funds</u>	<u>Opening Cash Balance 04/01/09</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Adjustments to Cash (JE's)</u>	<u>Ending Cash Balance 04/30/09</u>	<u>% of Total</u>
10 Education	64,887,003.08	1,785,837.39	(2,946,431.55)	(298,045.94)	63,428,362.98	69.76%
14 Food Service	366,803.59	140,175.36	(186,375.92)	(19,250.76)	301,352.27	0.33%
15 Book Store	348,553.48	14,706.38	(35,876.18)	(4,179.23)	323,204.45	0.36%
Total - Education Fund	65,602,360.15	1,940,719.13	(3,168,683.65)	(321,475.93)	64,052,919.70	70.45%
20 Operations, Building & Maintenance	9,303,911.38	393,206.32	(351,181.31)	(48,697.96)	9,297,238.43	10.23%
22 Restricted Fund	331,197.23	18.24	-	-	331,215.47	0.36%
Total - Building Fund	9,635,108.61	393,224.56	(351,181.31)	(48,697.96)	9,628,453.90	10.59%
30 Bond & Interest Fund	2,045,038.68	62,877.73	(800.00)	-	2,107,116.41	2.32%
40 Transportation Fund	2,051,772.29	207,321.55	(141,122.82)	-	2,117,971.02	2.33%
50 IMRF & SS Fund	1,812,359.66	43,843.10	(137,124.32)	-	1,719,078.44	1.89%
70 Working Cash	5,188,193.30	20,962.28	-	-	5,209,155.58	5.73%
80 Tort Immunity	2,008,946.39	24,480.77	(20,879.98)	-	2,012,547.18	2.21%
81 Dental Self Insurance	148,814.26	1,727.69	(30,004.74)	33,692.79	154,230.00	0.17%
82 Medical Self Insurance	1,824,779.87	11,025.56	(195,366.23)	336,677.20	1,977,116.40	2.17%
83 Workers' Comp Self Insurance	31,533.04	-	-	-	31,533.04	0.03%
84 Harris - PMA	409,393.37	204,675.11	(13,481.44)	(196.10)	600,390.94	0.66%
84 Park National	296,842.89	39,848.05	(108,839.29)	-	227,851.65	0.25%
Total - Activity Funds	706,236.26	244,523.16	(122,320.73)	(196.10)	828,242.59	0.91%
90 Fire Prevention & Safety	1,066,920.02	22,341.00	(6,251.64)	-	1,083,009.38	1.19%

Total - All Funds	\$ 92,122,062.53	\$ 2,973,046.53	\$ (4,173,735.42)	\$ (0.00)	\$ 90,921,373.64	100.00%
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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
April 30, 2009

	<u>Account Balance</u>	<u>Treasurer's Control</u>	<u>% of Total</u>
Harris Bank Comingled Account (treas ofc.)			
Statement CTTO	1,536,205.97		
Less: Outstanding Checks	-		
Plus: Deposits in Transit	-		
Adjusted	<u>1,536,205.97</u>	1,536,205.97	1.69%
Park National Student Activity Account			
Statement Balance	287,834.68		
Less: Outstanding Checks	(61,233.03)		
Plus: Deposits in Transit	1,250.00		
Adjusted	<u>227,851.65</u>		0.25%
Harris ISDLAF Account (Liquid & Max)			
Statement Balance	89,841,641.85		
Less: Outstanding Checks	(792,935.65)		
Plus: Deposits in Transit	43,347.54		
Adjusted	<u>89,092,053.74</u>		97.99%
Park National Imprest Account			
Statement Balance	24,196.56		
Less: Outstanding Checks	(6,334.28)		
Plus: Deposits in Transit	-		
Adjusted	<u>17,862.28</u>		0.02%
Petty Cash	<u>7,400.00</u>		0.01%
Workers Compensation Escrow	<u>40,000.00</u>		0.04%
Total Cash and Investments	\$ 90,921,373.64	\$ 1,536,205.97	100.00%

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
April 30, 2009

	Average Interest Rate *	Investment Value 04/30/09	% of Total	Prior Month % of Total
By Financial Institution				
Harris ISDLAF - Liquid MM	0.54%	372,711.69	0.41%	1.38%
Harris ISDLAF - Max MM	0.75%	8,795,030.16	9.62%	9.69%
Harris ISDLAF - CD's	2.65%	80,673,900.00	88.29%	87.26%
Harris - CTTO MM	*	1,536,205.97	1.68%	1.66%
Total All Investments by Institution		91,377,847.82	100.00%	100.00%

	Average Interest Rate *	Investment Value 04/30/09	% of Total	Prior Month % of Total
By Investment Type				
CD's	2.65%	80,673,900.00	88.29%	87.26%
Money Market	0.65%	10,703,947.82	11.71%	12.74%
Total All Investments by Type		91,377,847.82	100.00%	100.00%

	Average Interest Rate *	Investment Value 04/30/09	% of Total	Prior Month % of Total
By Maturity Age				
1 month	0.86%	498,900.00	0.55%	0.00%
2 months	2.82%	5,084,000.00	5.56%	0.54%
3 months	2.96%	6,100,000.00	6.68%	5.50%
4-6 months	2.79%	28,100,000.00	30.75%	30.94%
7-9 months	2.87%	19,400,000.00	21.23%	22.61%
10-12 months	1.73%	13,500,000.00	14.77%	19.04%
1 year +	1.71%	7,991,000.00	8.75%	8.64%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.65%	10,703,947.82	11.71%	12.74%
Total Investments		91,377,847.82	100.00%	100.00%

Oak Park and River Forest High School

District 200

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

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: May 19, 2009

RE: Wellness Committee

BACKGROUND

The State of Illinois requires school districts to adopt a wellness plan, Section 204 of Public Law 108-265. A copy is provided in this packet. The Board of Education adopted policy 3700 in June 2006, a copy is also provided in this packet.

SUMMARY OF FINDINGS

The law does not state the specific guidelines to adopt. The Oak Park and River Forest High School Wellness Committee is recommending the adoption of the guidelines provided by The Alliance for a Healthier Generation and has established an action plan of certain goals to be accomplished. The committee will explain to the Board of Education the guidelines that have been selected, the building food restrictions of the selected guidelines, the foods that will be eliminated according to the guidelines, the impact on certain groups/programs within the building, and its progress in reaching the Wellness goals.

The Committee still needs to communicate with certain stakeholders, evaluate the impact on those individuals/programs and adjust accordingly. A copy of the proposed communication plan is included in this packet. The Committee also needs to establish certain measures of success. There has been some debate as to those measures and none have been adopted at this point. Ultimately, a final decision needs to be made concerning the recommended guidelines and the final implementation of the goals which would include a change in food provided within the building, for adults and students, during school hours. The regular hot lunch program would still meet the federal guidelines as required by the free and reduced lunch program and would not be required to meet the stricter guidelines of the Alliance for a Healthier Generation. The District must meet the Federal guidelines in order to qualify for Federal funding and therefore will not adopt the Alliance guidelines.

The Administration believes that continual evaluation and adjustment is necessary in the future to ensure that the desired results are accomplished rather than unintended results which may include fewer students on campus and/or potentially a Food Service Program that is no longer cost neutral to the district. Presently, the District Policy 3535 states that the Food Service Program will be self-sustaining in all areas of operation, including, but not limited to personnel, and/or inventory and equipment. This will mean that if expenditures begin to exceed revenue, lunch prices will need to be increased, or the District will need to be willing to set aside a budget for the Food Service Program as it generates losses. This would be an Education Fund expenditure. Policy 3535 will then need to be amended. At a minimum, a quarterly report should be provided to the BOE for the first year of the program.

Oak Park and River Forest High School

District 200

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

It is important to note that the Food Service Program currently meets all of the National School Lunch and Breakfast Federal Guidelines. The District can choose to adopt the National School Lunch and Federal Guidelines instead of the Alliance guidelines and we could continue to provide all of the foods that are now served. The Food Service Program has already eliminated all fried foods, most of the products are now low fat, all of the products are now whole grain, we have reduced serving sizes, we have increased the salad bars and have increased the amount of fresh fruit, we have eliminated hard candies and we have eliminated carbonated beverages for students and introduced many healthier products/snacks. As indicated in the report on the Food Service Department, we have already experienced a drop off in participation. We have supplemented the reduction in revenue with increased revenue from the D97 lunch program. The Food Service Program now provides healthy alternatives. The District Leadership Team is supportive of healthy alternatives that are appropriate for high school aged students and would support the National School Lunch and Breakfast Federal Guidelines with a consideration of additional adjustments that meet the nutritional needs of high school students while encouraging them to remain on campus for meals.

RECOMMENDATIONS

At this time, the Administration and the Wellness Committee are providing information to the Board of Education in advance of final implementation and seeking its input.

Topics of discussion:

1. The choice of Alliance for a Healthier Generation Guidelines, the National School Lunch and Breakfast Federal Guidelines or another guideline.
2. Food for adults in the building and the Board of Education
3. Impact on the Food Service Program and policy 3535
4. The Communication Plan and impact on other stakeholders
5. Measures of Success
6. Timing of implementation, presently set to be Fall of 2009
7. Evaluation period and reports to the Board of Education

Wellness

Communication Plan

Groups we need to communicate with.

1. Board of Education
2. DLT
3. BLT
4. Parent/Guardian Groups
5. Student Council
6. Bargaining Unit Representation
7. FSEC
8. Athletic coaches
9. Activity sponsors
10. Special Education Division
11. Summer School Director

What the communication should include.

1. The Law
2. Policy 3700 and 3535
3. Goals
4. Guidelines with an explanation
5. Parent Brochure
6. Student Brochure
7. Student planner page
8. Foods list
9. Overview/history of the process
10. Description of the academic nutritional program at the high school
11. District's 97 programs and in-coming students
12. Description of the impact on staff, students, parents, BOE, the food service program, Boosters, athletic events, others
13. Planned implementation date and the phase in
14. Measurements of success

Implementation Plan

Groups that will be impacted and how they will be impacted.

1. Students in the lunch room
2. Students in classrooms

3. CITE Program
4. TEAM community experiences
5. Students in athletics
6. Students in clubs
7. Staff in the lunchroom
8. Staff at building meetings
9. Outside and inside catered events
10. Concessions
11. Parent meetings
12. Board meetings
13. Athletic events
14. Booster events
15. Summer camps
16. Vending machines

Measuring Success—(UNDER CONTRUCTION, NO AGREEMENT HERE YET)

Data collection—tied to the Institutional Excellence Plan

1. Collect student data
 - a. M/F
 - b. Ht
 - c. Wt
 - d. % body fat
 - e. Athletic participation y/n
 - f. Compile class composite of above attributes
 - g. Compare year over year
2. Continue to collect food service participation data
 - a. Participation rates
 - b. Foods purchased
3. Student survey of habits
 - a. Eating
 - b. Sleeping
 - c. Physical exercise
 - d. Use of substances
 - e. Sexual activity—safe/risky
 - f. Compile class composite
 - g. Compare year over year
4. Set the Goals to measure success

Action Items

Prepare the foods listing and sort appropriately

Decide what is in what is out

Share the list of foods for consideration by other stakeholders

Decide what food in the building, according to the Goal "Food Available in the Building," includes

Set the Goals to measure success and tie to the Institutional Excellence Plan

Write and assemble the communication documents

Meet with the various groups

Gather input

Respond to input

Decide on implementation date

IMPLEMENT!

Assignments

1. Describe the academic programs we currently have
2. Describe the Policy and Goals, overview and history
3. Describe the impact on Food Service
4. Describe the impact on Athletic Department i.e. caloric intake for athletes
5. Describe the impact on Special Education program's food and snacks provided during the regular day.
6. Describe the impact on Student Activities
7. Describe the impact on student health, student life on campus/off campus
8. Describe the impact on staff eating in the staff café'.
9. Describe the impact on the PE department
10. Describe the impact on other educational programs such as the foods program
11. Impact on other groups/programs

Wellness Committee

The OPRFHS Wellness Committee was formed in 2005 in response to Section 204 of Public Law 108-265, which required all schools to develop a wellness policy in regards to physical education, nutrition of food available in the building and nutrition education. Over the past four years, it has included Board members, administrators, staff, faculty, parents and students.

After a year of discussion, the committee submitted and the Board approved Policy 3700, which defined specific wellness goals for the district. The mission statement introducing the goals reads:

OPRFHS believes that an authentic educational experience places equal emphasis on the body as well as the mind. We must care as intimately about the physical wellness of all members of our school community as we do about the intellectual preparedness we provide our students in the classroom.

As parents, Board members, administrators, and teachers, we strive to provide students with the knowledge and critical-thinking skills to make intelligent choices concerning their health. We also strive to provide everyone in our school building with plentiful opportunities to maintain an active and healthy lifestyle.

The members of the committee were very invested in the mission and the goals. As a result, they decided to continue after that initial year as a permanent committee, developing specific actions to ensure that the goals could be reached.

The most involved discussion surrounded how to ensure that food and beverages available in the building "have significant nutritional value." After two years of research and debate, the committee decided (through a 7-2 vote) to adopt the standards of the Alliance for a Healthier Generation for all a la carte food items and all beverages sold in the building. The changes based on those standards are to be implemented fully in the 2009-2010 school year.

The committee is in unanimous agreement that the only way the Wellness Policy will be successful is if we are able to communicate effectively to members of the OPRFHS community the reasons why wellness is important as well as the reasons why changes are occurring.

While the committee has been able to develop brochures and other materials, the committee ultimately believes that the school community must see these wellness goals are priorities for the school as whole, not just for a small group of committee members.



Logo by OPRFHS student Sade Smith

Contents

1. State of Wellness at OPRFHS
2. What the Alliance for a Healthier Generation Standards Mean for Us
3. Anticipated Impact of the Wellness Committee Initiatives on Food Service Department
4. Section 204 of Public Law 108-265
5. Wellness Policy 3700
6. Wellness Committee Plan of Action
7. Wellness Committee Plan of Action With Dates
8. "Ten Steps to a Healthier Day" Student Planner Insert
9. Community Brochure
10. Student Brochure (unfinished)

State of Wellness at OPRFHS

- Approximately 2,700 students participate in daily Physical Education classes.
- Only 6% of schools in America provide daily Physical Education; OPRFHS is proud to be one of those schools.
- The department created a Learning Readiness Class as a means to increase student achievement and academic performance.
- The Brain Research Learning Team published ten physical activities that teachers can take into the classroom to stimulate the brain for learning.
- A core curriculum that emphasizes lifetime physical activities is offered to all Physical Education students.
- Girls' Self Defense has been a staple of a Physical Education Curriculum that promotes physical and emotional wellness.
- Boys' Self Defense will be implemented in the 2009-2010 school year.
- The Obesity Learning Team completed a literature and curricular review around the topic of teen obesity.
- Physical Education inherently promotes lifelong habits of physical activity as well as an understanding of how daily exercise is an essential part of a personal wellness plan.
- More than 1,200 students participate in at least one (1) inter-scholastic sport
- More than 500 students participate in more than one sport
- OPRFHS sponsors 29 sports programs, 85 teams/levels and supports more than 100 coaches
- The 29 sports programs ties OPRFHS for the most in the West Suburban Conference
- The Athletic Department has sponsored the "Huskie Healthy Lifestyle Night" for the past 2 years, which has provided guest speakers on such topics as; diet and nutrition, steroids/performance enhancing drugs, injury prevention, etc...
- Approximately 250 students in Foods and Nutrition keep a food diary and use MyPyramid.gov to chart the results and calculate their own intake. They also discuss the nutritional value of everything that they make in class and how it fits into a meal plan.
- For the 2008-2009 school year, Health Services at OPRFHS is 100% compliant with state mandates for student physicals and is 99.8% compliant with state mandates for immunization. This is one of the best records in the state.

What the Alliance for a Healthier Generation Guidelines Mean for Us

The Alliance for a Healthier Generation began as a partnership between the American Heart Association and the William J. Clinton Foundation. It now also partners with the Robert Wood Johnson Foundation, many major food and beverage companies (from Kraft to Coca Cola), as well as many major medical associations (from the American Academy of Pediatrics to the American Dietetic Association).

A collaborative effort between companies and nutrition experts at the American Heart Association developed science-based and age-appropriate standards for nutrition in schools. The companies have also agreed to offer products that meet the new guidelines.

For more information on the Alliance, go to www.healthiergeneration.org.

At present, the Wellness Committee is recommending we adopt the Alliance guidelines for a la carte food items, not for the full meal options in the cafeteria line.

* * *

See the attached chart for the specific breakdown of the food guidelines. Here are the basics:

- The foundation of the standards is the 35-10-35 rule. Foods must provide no more than 35% of calories from total fat, no more than 10% of calories from saturated fat, and be no more than 35% sugar by weight. Foods can have up to 1 gram of saturated fat even if calories from saturated fat exceed the limit of 10% of total calories.
- There is also a hard number for the maximum amount of sodium (usually 230 mg) and total calories (usually 200 mg). And all food must have no trans fat.
- Foods must also have at least one nutrient, which is defined as any of the following: ≥ 2 g fiber; ≥ 5 g protein; $\geq 10\%$ DV of Vitamin A, C, E, folate, calcium, magnesium, potassium or iron; or 1/2 serving (1/4 cup) of fruit or vegetables.
- Key exceptions are fresh fruit and vegetables, dried fruit with no added sugar, fruit in its own juice and nuts & seeds – which are exempt from most of the standards.

The beverage guidelines are simpler. These beverages are acceptable:

- Water
- No or low calorie beverages with up to 10 calories / 8 ounces
- Up to 12 ounce servings of milk, 100% juice, and certain other drinks
 - Fat-free or low fat regular and flavored milk with up to 150 calories / 8 ounces
 - 100% juice with no added sweeteners, up to 120 calories / 8 ounces, and with at least 10% of the recommended daily value for three or more vitamins and minerals
 - Other drinks with no more than 66 calories / 8 ounces

- At least 50% of non-milk beverages available must be water and no- or low-calorie options

This is what the alliance says about how expansive the beverage guidelines should be:

The Guidelines apply to all beverages (outside of the school meal) sold to students on school grounds during the regular and extended school day. The extended school day includes before and after school activities like clubs, yearbook, band, student government, drama and childcare/latchkey programs.

These School Beverage Guidelines do not apply to school-related events (such as interscholastic sporting events, school plays, and band concerts) where parents and other adults constitute a significant portion of the audience or are selling beverages as boosters.

* * *

To get a sense of what foods would be acceptable under the standards, we have attached a list of some foods that we have served in the cafeteria that meet and do not meet the guidelines.

To understand the spreadsheet, use the following conversions:

- You derive calories from fat by multiplying the grams of fat by nine and dividing them by the number of total calories.
- You derive calories from saturated fat by multiplying the grams of saturated fat multiple by nine and dividing them by the number of total calories.
- You derive the sugar by weight by dividing the grams of sugar by the total grams of the product

This is not an exhaustive list, however. One place to find additional food options is to see the "product navigator" for acceptable food from the Alliance's partner companies:

http://www.healthiergeneration.org/schools.aspx?id=424&ekmense1=1ef02451_10_86_btnlink

You can also search the grocery aisles yourself and use the "product calculator":

http://www.healthiergeneration.org/schools.aspx?id=576&ekmense1=1ef02451_10_108_btnlink

	Total grams	Total calories <small>no more than 200 calories</small>	Total grams of fat <small>multiply by 9 for calories</small>	% Calories from fat <small>no more than 35%</small>	Grams of saturated fat <small>multiply by 9 for calories</small>	% Calories from saturated fat <small>no more than 10%</small>	Grams of sugar	% Sugar by weight <small>no more than 35%</small>	Total mgs sodium <small>no more than 230mgs</small>	Does it have nutritional value?
Item										<small>must have one nutrient*</small>
Some food items that meet the Alliance for a Healthier Generation guidelines										
100 Calorie - Cheese Nips	21	100	3	27.00%	1	9.00%	0	0.00%	230	Yes
100 Calorie - Chips Ahoy	28	100	3	27.00%	1	9.00%	7	25.00%	140	Yes
100 Calorie - Oreos	28	100	2	18.00%	0	0.00%	9	32.14%	160	Yes
100 Calorie - Peanut Butter Crisps	24	100	3	27.00%	0.5	4.50%	7	29.17%	160	Yes
100 Calorie - Ritz Snack Mix	22	100	3	27.00%	0.5	4.50%	2	9.09%	220	Yes
100 Calorie - Wheat Thins	22	100	3	27.00%	0	0.00%	2	9.09%	230	Yes
100 Calorie - Wheat Cheese Sportz Crackers	24	100	3	27.00%	1	9.00%	2	8.33%	230	Yes
Cereal Bar - Cheerio	40	150	3.5	21.00%	0	0.00%	11	27.50%	120	Yes
Cereal Bar - Cinnamon Toast Crunch	40	150	3.5	21.00%	0	0.00%	10	25.00%	150	Yes
Cereal Bar - Coco Puff	40	160	4	22.50%	0.5	2.81%	10	25.00%	100	Yes
Cereal Bar - Fruity Cheerios	40	150	4	24.00%	0.5	3.00%	10	25.00%	120	Yes
Cereal Bar - Quaker Apple Cinnamon	24	150	2.5	15.00%	0.5	3.00%	7	29.17%	135	Yes
Cereal Bar - Quaker Brown Sugar	24	140	2.5	16.07%	0.5	3.21%	7	29.17%	135	Yes
Cereal Bar - Quaker Oatmeal Raisin	24	140	2.5	16.07%	0.5	3.21%	7	29.17%	160	Yes
Cereal bars - Nutri Grain - VanillaYogurt	37	130	3	20.77%	0.5	3.46%	12	32.43%	120	Yes
Cereal bars - Nutri Grain - Blueberry	37	130	3	20.77%	0.5	3.46%	12	32.43%	105	Yes
Cereal bars - Nutri Grain - Raspberry	37	130	3	20.77%	0.5	3.46%	12	32.43%	105	Yes
Cereal bars - Nutri Grain - Straw Yogurt	37	130	3	20.77%	0.5	3.46%	12	32.43%	120	Yes
Cereal bars - Nutri Grain - Strawberry	37	130	3	20.77%	0.5	3.46%	12	32.43%	120	Yes
Cereal Bars Nutri-grain - Apple	37	130	3	20.77%	0.5	3.46%	12	32.43%	105	Yes
Cookies - 1oz Chocolate Chip	n/a	110	3.5	28.64%	1.2	9.82%	9.9	n/a	119	Yes
Cookie - Breakfast Oatmeal Raisin	n/a	170	4.5	23.82%	1.5	7.94%	15	n/a	190	Yes
Cookies, Fig Newtons - Fat Free	35	100	0	0.00%	0	0.00%	12	34.29%	130	Yes
Cookies, Fig Newtons	35	200	4	18.00%	0	0.00%	12	34.29%	230	Yes
Cornnuts -Original	48	180	6	30.00%	1	5.00%	0	0.00%	230	Yes
Cornnuts -Ranch	48	180	6	30.00%	1	5.00%	0	0.00%	340	Yes
Fiber One Oats and Chocolate	40	140	4	25.71%	1.5	9.64%	10	25.00%	90	Yes
Frito Lay - Stacy Cinn Pita Chip	28	190	7	33.16%	0.5	2.37%	8	28.57%	160	Yes
Frito Lay - Baked Cheetos	30	130	5	34.62%	1	6.92%	1	3.33%	190	Yes
Frito Lay - Baked Doritos	30	120	3.5	26.25%	0.5	3.75%	1	3.33%	220	Yes
Frito Lay - Baked Plain	30	130	2	13.85%	0	0.00%	2	6.67%	200	Yes
Frito Lay - Baked Tostitos	30	120	3	22.50%	0.5	3.75%	0	0.00%	130	Yes
Frito Lay - Hot Snack Mix - .87oz	30	110	3.5	28.64%	0	0.00%	0	0.00%	170	Yes
Frito Lay - Lays Lite Potato Chip	30	75	0	0.00%	0	0.00%	0	0.00%	200	Yes
Frito Lay - RF Doritos	30	130	5	34.62%	1	6.92%	2	6.67%	220	Yes
Frito Lay - RF Doritos Ranch	30	130	5	34.62%	1	6.92%	1	3.33%	160	Yes
Frito Lay - RF Sweet Chili	30	120	4.5	33.75%	1	7.50%	1	3.33%	230	Yes
Fruit Gusher	n/a	90	1	10.00%	0	0.00%	13	n/a	45	Yes
Granola - Kashi Peanut Butter Bar	35	140	5	32.14%	0.5	3.21%	5	14.29%	90	Yes
Granola - Kashi Trail Mix	35	140	5	32.14%	0.5	3.21%	6	17.14%	105	Yes
Granola Bar - Original - 2 bars in pack	35	180	6	30.00%	0.5	2.50%	11	31.43%	160	Yes
Granola Bar - Peanut Butter - 2 bars	35	180	7	35.00%	1	5.00%	11	31.43%	190	Yes
Granola Bar - Single	35	90	3	30.00%	0	0.00%	6	17.14%	80	Yes
Granola Bar -Low Fat	35	120	2.5	18.75%	0.5	3.75%	7	20.00%	45	Yes
Granola Newtons Fruit Crisps - Apple Cinnamon	28	100	2	18.00%	0	0.00%	8	28.57%	90	Yes
Granola Newtons Fruit Crisps - Mixed Berry	28	100	2	18.00%	0	0.00%	8	28.57%	85	Yes

	Total grams	Total calories	Total grams of fat	% Calories from fat	Grams of saturated fat	% Calories from saturated fat	Grams of sugar	% Sugar by weight	Total mgs sodium	Does it have nutritional value?
Multi Grain Rice Puffs - Apple Cinnamon	16	60	2	30.00%	0	0.00%	2	12.50%	60	Yes
Multi Grain Rice Puffs - Caramel	16	60	2	30.00%	0	0.00%	2	12.50%	60	Yes
Multi Grain Rice Puffs - Cheddar	16	60	2	30.00%	0	0.00%	1	6.25%	85	Yes
Popcorn - Kettle	28	130	5	34.62%	0	0.00%	6	21.43%	130	Yes
pretzel, soft, 2.5 oz	n/a	190	1	4.74%	0	0.00%	1	n/a	160	Yes
Quaker Kids Snack Mix	28	110	4	32.73%	1	8.18%	4	14.29%	200	Yes
Rice Krispie Treat - Mini (22g)	22	90	2.5	25.00%	1	10.00%	7	31.82%	105	Yes
Rice Krispie Treat (37g)	37	150	3.5	21.00%	1	6.00%	12	32.43%	170	Yes
Special K Snack Bites	23	90	2	20.00%	0.5	5.00%	7	30.43%	130	Yes
Some food items that do not meet the Alliance for a Healthier Generation guidelines										
bold indicates where the food item does not meet the guidelines										
100 Calorie - Lorna Doone	21	100	3	27.00%	3	27.00%	6	28.57%	120	Yes
Apple Crips	50	100	5	45.00%	1	9.00%	8	16.00%	10	Yes
Apple Crips - cinnamon	50	130	6	41.54%	0	0.00%	11	22.00%	10	Yes
Cake Low Fat - no topping	n/a	130	1.5	10.38%	0.5	3.46%	16	n/a	300	Yes
Cake Low Fat with Whipped Topping	n/a	155	3.5	20.32%	2.5	14.52%	18	n/a	300	Yes
Cereal Bar - Kudos Milk Chocolate	23.5	130	6	41.54%	3	20.77%	10	42.55%	75	Yes
Cheese it - Original	35	210	11	47.14%	2.5	0.00%	0	0.00%	350	Yes
Cheese it White Cheddar	35	210	10	42.86%	2.5	10.71%	0	0.00%	380	Yes
Chex Mix - Cheddar	28	210	6	25.71%	1.5	6.43%	5	17.86%	380	Yes
Chex Mix - Jalapeno	28	210	6	25.71%	1	4.29%	4	14.29%	560	Yes
Chex Mix - Original	28	210	6	25.71%	1	4.29%	3	10.71%	450	Yes
Chex Mix, Simply Chocolate Caramel	28	150	4.5	27.00%	4.5	27.00%	9	32.14%	290	Yes
Chex Mix, Simply Strawberry Yogurt	28	150	4.5	27.00%	2.5	15.00%	7	25.00%	55	Yes
Chex Mix, Turtle	28	200	7	31.50%	2.5	11.25%	13	46.43%	380	Yes
Combo - Cheddar Cheese Cracker	28	240	11	41.25%	5	18.75%	7	25.00%	490	Yes
Combo - Cheddar Cheese Pretzel	28	240	9	33.75%	5	18.75%	7	25.00%	770	Yes
Combo - Pizzeria Pretzel	28	230	8	31.30%	5	19.57%	7	25.00%	810	Yes
Cookie - Chocolate Chip- Vending	n/a	150	6	36.00%	n/a	n/a	n/a	n/a	85	Yes
Cookies, Nutter Butter Bites	35	130	6	41.54%	1.5	10.38%	8	22.86%	110	Yes
Connuts - Chile	48	180	6	30.00%	1	5.00%	n/a	n/a	410	Yes
Granola Bar - Chewy Trail Mix	35	140	4	25.71%	0.5	3.21%	13	37.14%	80	Yes
Fiber One Oats and Peanut Butter	40	150	4.5	27.00%	2	12.00%	9	22.50%	105	Yes
Frito Lay - Stacy Garlic Pita Chip	30	200	8	36.00%	1	4.50%	2	6.67%	300	Yes
Frito Lay - Baked BBQ	30	140	3.5	22.50%	0.5	3.21%	3	10.00%	240	Yes
Frito Lay - Baked Cheddar	30	140	4	25.71%	0.5	3.21%	3	10.00%	250	Yes
Frito Lay - Baked Hot Cheetos	30	200	8	36.00%	1	4.50%	0.5	1.67%	360	Yes
Frito Lay - Baked Sour Cream & Onion	30	140	3.5	22.50%	0.5	3.21%	3	10.00%	240	Yes
Frito Lay - Frito	30	160	10	56.25%	1.5	8.44%	1	3.33%	170	Yes
Frito Lay - Pretzel	30	110	1	8.18%	0	0.00%	1	3.33%	580	Yes
Frito Lay - Pretzel - Wheat Braid	30	220	2	8.18%	0	0.00%	7	23.33%	470	Yes
Frito Lay - Sun Chip Cheddar	30	140	6	38.57%	1	6.43%	2	6.67%	160	Yes
Frito Lay - Sun Chip Original	30	140	6	38.57%	1	6.43%	2	6.67%	120	Yes
Frito Lay - Sun Chip Salsa	30	140	6	38.57%	1	6.43%	2	6.67%	160	Yes
Frito Lay - Sunchip - French Onion	30	140	6	38.57%	1	6.43%	3	10.00%	130	Yes
Fruit N Yogurt	27	100	1.5	13.50%	1.5	13.50%	17	62.96%	20	Yes
Garden of Eatin' Cheddar	49	200	7	31.50%	1.5	6.75%	2	4.08%	520	Yes
Garden of Eatin' Original	49	150	6	36.00%	1	6.00%	1	2.04%	270	Yes

	Total grams	Total calories	Total grams of fat	% Calories from fat	Grams of saturated fat	% Calories from saturated fat	Grams of sugar	% Sugar by weight	Total mgs sodium	Does it have nutritional value?
Gardetto RF	49	130	4	27.69%	1	6.92%	1	2.04%	330	Yes
Granola Bar - Chocolate Chip Quaker	35	100	3	27.00%	1.5	13.50%	7	20.00%	75	Yes
Granola Bar - Sweet & Salty Almond	35	160	7	39.38%	2	11.25%	12	34.29%	170	Yes
Granola Bar - Sweet & Salty Nut	35	170	9	47.65%	2.5	13.24%	11	31.43%	150	Yes
Lorna Doone - 6 cookies	21	210	10	42.86%	2.5	10.71%	8	38.10%	220	Yes
Mango Pincapple Trail Mix	43	240	10	37.50%	1.5	5.63%	25	58.14%	30	Yes
Nut 'N Yogurt Trail Mix	43	280	18	57.86%	4	12.86%	18	41.86%	15	Yes
Pretzel Crisp - Honey Mustard	28	110	1.5	12.27%	0	0.00%	2	7.14%	450	Yes
Pretzel Crisps - Buffalo Wing	28	110	1.5	12.27%	0	0.00%	2	7.14%	540	Yes
Pretzel Crisps - Plain - 2 servings/bag	28	110	0	0.00%	0	0.00%	2	7.14%	330	Yes
Pretzel Mini - Snyder	28	160	0	0.00%	0	0.00%	1	3.57%	350	Yes
Pretzel Thins - Snyder	28	160	0	0.00%	0	0.00%	2	7.14%	470	Yes
Ritz Bits Cheese	42	220	12	49.09%	1.5	6.14%	5	11.90%	360	Yes
Ritz Bits Peanut Butter	42	210	11	47.14%	1.5	6.43%	5	11.90%	340	Yes
Ritz Chips - Plain	42	220	8	32.73%	1	4.09%	5	11.90%	510	Yes
Trail Mix - Berry Almond	42	180	7	35.00%	0.5	2.50%	18	42.86%	65	Yes
Trail Mix Bar - Dark Chocolate & Nut	42	140	4	25.71%	1	6.43%	15	35.71%	100	Yes
Wasabi Nut Crunch	28	140	8	51.43%	1.5	9.64%	1	3.57%	110	Yes
Wheat Thins - Original	30	230	9	35.22%	1	3.91%	4	13.33%	420	Yes
Wheat Thins - Veggie	30	230	9	35.22%	1.5	5.87%	6	20.00%	510	Yes
Wheatables-Wheat	31	200	9	40.50%	2	9.00%	6	19.35%	440	Yes
Yogurt Apple Nut Mix	28	150	10	60.00%	2.5	15.00%	5	17.86%	90	Yes
*A "nutrient" can be any of the following: ≥ 2g fiber; ≥ 5g protein; ≥ 10% DV of Vitamin A, C, E, folate, calcium, magnesium, potassium or iron; or 1/2 serving (1/4 cup) of fruit or vegetables.										
Beverages										
Naked Juice - 16oz	Does not meet Guidelines									
Bolthouse - 16oz	Does not meet Guidelines									
Regular Carbonated Beverages - any size	Does not meet Guidelines									
16 oz lemonade	Does not meet Guidelines									
16oz Milk Chugs	Does not meet Guidelines									
Water - any size	Meet Guidelines									
12oz Vitamin Water	Meet Guidelines									
12oz Powerade	Meet Guidelines									
16oz Powerade Zero	Meet Guidelines									
12oz Juice	Meet Guidelines									
4oz Juice	Meet Guidelines									
8oz Milk Chug	Meet Guidelines									
Diet Carbonated Beverages	Meet guidelines for Staff only - we do not sell carbonated beverages to the students									

*A "nutrient" can be any of the following: ≥ 2g fiber; ≥ 5g protein; ≥ 10% DV of Vitamin A, C, E, folate, calcium, magnesium, potassium or iron; or 1/2 serving (1/4 cup) of fruit or vegetables.

Beverages

Beverage items that meet or do not meet the Alliance for a Healthier Generation guidelines

GUIDELINES FOR COMPETITIVE FOODS FOR K-12 SCHOOLS



Alliance
for a
Healthier
Generation



introduction

The following table summarizes the criteria a competitive snack food or side item must meet in order to qualify under the Alliance for a Healthier Generation Guidelines for Competitive Foods. Guidelines utilize information included in the Nutrition Facts panel. The rows of the table provide examples of snack foods and side dishes. The columns are the criteria these foods must meet. Entries of "n/a" indicate that a criterion is not applicable to that type of food. (For additional information, please see the notes on the next page.)

	examples	35-10-35	0g trans fat	sodium	minimum # of required nutrients	elementary school	middle school	high school
Fruits & Vegetables	fresh fruits & vegetables	n/a	n/a	n/a	n/a	no limit	no limit	no limit
	dried fruits	n/a	n/a	n/a	n/a	150 calories	180 cal.	200 cal.
	fruit in own juice	n/a	n/a	n/a	n/a	150 calories	180 cal.	200 cal.
	fruit in light syrup	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.
	fruit in heavy syrup	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.
	vegetables with sauce or	✓	✓	480 mg	1	100 calories	100 cal.	100 cal.
		✓	✓	480 mg	2	150 calories	150 cal.	150 cal.
	fried vegetables	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.
Dairy & Eggs ¹	100% frozen fruit bar	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.
	yogurt, drinkable yogurt, yogurt smoothie, cottage cheese, etc.	✓	✓	480 mg	1	150 calories	180 cal.	200 cal.
	cheese	n/a	n/a	n/a	n/a	1.5 oz	1.5 oz	1.5 oz
	frozen yogurt ice cream	✓	✓	480 mg	1	150 calories	180 cal.	200 cal.
Snacks ²	egg	n/a	n/a	n/a	n/a	1 egg	1 egg	1 egg
	baked goods, bars, candy, chips, crackers	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.
Soups ³	nuts & seeds	see notes	✓	230 mg	1	150 calories	180 cal.	200 cal.
	all soups or	✓	✓	see notes	1	100 calories	100 cal.	100 cal.
		✓	✓	see notes	2	150 calories	150 cal.	150 cal.

GUIDELINES FOR COMPETITIVE FOODS FOR K-12 SCHOOLS



notes

DAIRY¹

- Cheese must be reduced fat or part skim. All other dairy products must be non-fat or low fat.

SNACKS²

- Nuts & Seeds - No total fat limit, but 10% saturated fat & 35% sugar by weight limits required.

SOUP³

- Sodium limit for soups is 750 mg through the end of 2007-8 school year. Beginning with the 2008-9 school year, the sodium limit for soups is 480 mg sodium.

Column Details

- **35-10-35** - Foods with a "✓" in the "35-10-35" column must provide no more than 35% of calories from total fat, no more than 10% of calories from saturated fat, and be no more than 35% sugar by weight. Foods can have up to 1 gram of saturated fat even if calories from saturated fat exceed the limit of 10% of total calories. An alternative set of limits are 40-7-35 through the end of the 2007-8 school year.
- **0g trans fat** - Foods with a "✓" in the "0g trans fat" column must have 0 grams trans fat.
- **Sodium** - Entries in the "sodium" column are the maximum amount of sodium permitted.
- **Minimum # of required nutrients** - The "1" or "2" in the "minimum # of required nutrients" column refers to how many nutrients from the following list are required:
 - ≥ 2g fiber; or ≥ 5g protein; or ≥ 10% DV of Vitamin A, C, E, folate, calcium, magnesium, potassium or iron; or 1/2 serving (1/4 cup) of fruit or vegetables.
- **Schools** - Foods other than vegetables with sauce and soups that meet the 35-10-35, 0g trans fat, and sodium criteria but fail to meet the minimum number of required nutrients criteria are limited to 100 calorie portions.

Anticipated Impact of the Wellness Committee Initiatives on the Food Service Department

Over the past three years, the food service department has been making gradual changes in order to be ready to implement the new guidelines adopted by the wellness committee. Even though we are committed to implementing the wellness standards, we recognize that there is a financial impact created by them. For example, in 2006-07, our daily vending machine sales averaged \$.18 per student for total annual revenue of \$75,816. When carbonated beverages were eliminated in 2007-08, our average daily sales dropped to \$.17 per student. We began to conform to specific wellness guidelines in 2008-09 and started selling beverages in 12oz bottles instead of 20oz., since they are now available from our suppliers. We also eliminated all hard candies such as Skittles and Starburst. Our average daily sales this past year calculates to \$.12 per student for a total of \$53,119 through April. Looking ahead to the coming school year's changes, which include eliminating candy altogether and eliminating all regular chips, I have budgeted daily sales at \$.06 per student, or \$29,685 annually.

Regarding Ala Carte items sold in the serving lines such as candy, chips and large cookies, we have previously brought in over \$125,786 in annual sales. This averages to nearly 1200 students buying a snack each day. By eliminating candy, regular chips and large cookies and replacing them with healthier alternatives, I am budgeting \$34,012 in sales, a reduction of \$91,774. With an open campus and a number of stores in close proximity, I am concerned that a good portion of these 1200 students will leave campus to buy the snacks they find appealing.

While we recognize that eliminating the purchase of these goods will reduce some of our costs, the program realizes a fair profit on these sales that is used to subsidize our meal program. This reduction will also cause a further reduction in the profitability of the overall program, due in part by the fact that many of the new choices have a higher cost to us, leaving a smaller profit margin. It is also our expectation that sales will be reduced, especially at first, as students take some time to adjust to the higher prices and decide if the new choices appeal to them.

To compensate for the loss in revenue, we will need to cut six staff members, which equates to the \$90,000 of our anticipated sales reduction. Unfortunately, these staff members assist in the serving lines during lunch and we worry that, if the lines slow down, students will get discouraged and not participate in our program. We have an 85% participation rate, which compares very favorably to other high school districts in Illinois, many of which are proud of their 50-60% rates. We feel that our high rate of student acceptance of our program is a direct result of our quick service and the wide variety of choices offered to them.

Using the initiatives listed below, we will attempt to market our healthier options to our student customers in order to maintain adequate operating revenue for the program. We will monitor our financial indicators in the coming year in the hope that we will not have to raise prices across the board on our meal offerings or further reduce our workforce and, thus, our level of service to our customers.

* * *

Initiatives Planned to Encourage Students to Make Healthier Choices:

- Continue to expand on the base of healthier snack choices in order to attract a broad base of customers.
- Develop signage and handouts that inform students of the choices available to them as well as the nutritional contributions of the new vended and Ala Carte items.
- Offer information that translates the nutrition information into results that are meaningful to students, i.e., better performance in sports, healthier skin and hair, etc.
- Encourage positive comments by classroom staff on the healthier choices offered in the cafeterias to support continued student participation.
- Conduct periodic samplings of various new, healthier offerings to familiarize students with them in the hope of overcoming the barriers often encountered by the addition of these less familiar products.
- Investigate the possibility of an article in the student newspaper to describe the new approach and to encourage student input on the variety and pricing of the choices offered.
- Communicate the modifications to parents in order to encourage their support and positive comments as they address the topic with their students.

#

Section 204 of Public Law 108-265

Not later than the first day of the school year beginning after June 30, 2006, each local education agency participating in a program authorized by the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966 shall establish a local school wellness policy for schools under the local educational agency.

The policy shall include:

- Goals for nutrition education, physical activity and other school-based activities that are designed to promote student wellness in a manner that the local educational agency determines is appropriate.
- Nutrition guidelines selected by the local educational agency for all foods available on each school campus under the local educational agency during the school day with the objectives of promoting student health and reducing childhood obesity.
- Provides an assurance that guidelines issued by the secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and section 9(f)(1) and 17(a) of the Richard b. Russell National School Lunch Act (42 U.S.C. 1758 (f) (1), 1766 (a) 0, as those regulations and guidance apply to schools.
- The committee shall consist of parents, students, and representatives of the school food authority, the school board, school administrators, and the public.

Oak Park and River Forest High School (O.P.R.F.H.S.) believes that an authentic educational experience places equal emphasis on the body as well as the mind. We must care as intimately about the physical wellness of all members of our school community as we do about the intellectual preparedness we provide our students in the classroom.

As parents, Board members, administrators, and teachers, we strive to provide students with the knowledge and critical-thinking skills to make intelligent choices concerning their health. We also strive to provide everyone in our school building with numerous opportunities to maintain an active and healthy lifestyle. To this end and in accordance with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004, we look to the following specific goals to guide us:

Nutrition Education

- The school will raise awareness among students about the nutritional value of all food and beverages
- The school will ensure that students understand how to make healthy eating choices and how healthy eating is an essential part of a personal wellness plan
- The school will give students the evaluative tools to analyze critically the ways in which foods are marketed to them
- The school will provide ongoing professional development and curricular support for the implementation of nutrition education across the curriculum
- The school will strive to integrate its approach vertically with elementary and middle feeder schools
- The school will share its approach to nutrition education with the broader Oak Park and River Forest communities and solicit their support and resources

Physical Activity

- The school will ensure that all students participate in daily physical education classes throughout their four years at O.P.R.F.H.S., except as permitted by *The School Code of Illinois*.
- The school will ensure that physical education promotes lifelong habits of physical activity as well as an understanding of how daily exercise is an essential part of a personal wellness plan
- The school will offer a variety of extracurricular opportunities that will encourage students to be physically active on a regular basis
- The school will promote and support forms of transportation to and from campus – such as walking and biking – that encourage physical activity

Nutrition of Food Available in Building

- The school will serve only food and beverages that have significant nutritional value and that meets or exceeds, where appropriate, the current Dietary Guidelines for

Americans and Food Guidance System published jointly by the U.S. Department of Health and Human Services and the Department of Agriculture.

- The school will strive to provide food and beverages that are not only nutritious but appealing and affordable and that accommodate the religious, ethnic and cultural diversity of the student body.
- The school will maintain consistent guidelines for all food that is available in the building – whether it is located in the cafeteria, vending machines or distributed as part of a fundraising or curricular activity.
- The school will make every effort, when available and affordable, to choose locally-grown and organic foods and beverages.
- The school will provide a clean, safe and pleasant setting and adequate time for students to eat.

Amended Date(s):

Adopted Date: June 22, 2006

Review Date:

Law Reference: Child Nutrition and WIC Reauthorization Act of 2004, PL 108-265, Sec. 204.

Child Nutrition Act of 1966, 42 U.S.C. §1771 et seq.

National School Lunch Act, 42 U.S.C. §1758.

42 U.S.C. §1779, as implemented by 7 C.F.R. §210.11.

105 ILCS 5/2-3.137.

23 Ill. Admin. Code Part 305, Food Program.

Related Policies:

Related Instructions And Guidelines:

Cross Ref.:

WELLNESS COMMITTEE PLAN OF ACTION

Nutrition Education

Goal

The school will raise awareness among students about the nutritional value of all foods and beverages.

The school will ensure that students understand how to make healthy eating choices and how healthy eating is an essential part of a personal wellness plan

Action Plan

1. Place large laminated posters in cafeteria serving lines and in vending machine areas extolling the nutritional value of the food being served.
2. Label all foods on the serving line with nutrition information
3. Wellness Committee members should work collaboratively with health teachers during food and nutrition units to include discussion about the efforts of Food Service to provide foods with higher nutritional content, as well as encouraging students to find a healthy balance between food intake and physical activity.
 - a. Teach eating the correct portion size
 - b. Students maintain logs during health class on what foods they are eating
4. Create bookmarks regarding the importance of good nutritional balance and regular exercise.
5. Identify online resources that students and adults can access which will provide information about the importance of wellness as a lifestyle choice.

Goal

The school will give students the evaluative tools to analyze critically the way in which foods are marketed to them

Action Plan

1. Promote cross-divisional staff development for curriculum integration in areas such as World Languages, Health, Marketing class, Business Class, English classes, and Physical Education classes.

Goal

The school will provide ongoing professional development and curricular support for the implementation of nutrition education across the curriculum

Action Plan

1. Bring this up as a possible 2007-08 school-wide staff development topic for Instructional Council to consider

Goal

The school will strive to integrate their approach vertically with elementary and middle feeder schools

Action Plan

1. Make wellness a Tri-district Institute Day topic
2. Collect information on elementary and middle school curriculums
3. Plan a meeting with the wellness committees from the feeder schools
4. Plan a meeting with curriculum directors from the feeder schools to discuss wellness curriculum in health and PE.

5. Contact and inform parents about the wellness goals and procedures:
 - a. Healthy recipe book
 - b. February open house
 - c. Summer meeting with eighth grade parents
 - d. Quarterly newsletter
 - e. Publicity chairman on the wellness committee

Goal

The school will share its approach to nutrition education with the broader Oak Park and River Forest communities and solicit their support and resources

Action Plan

1. Find community partners in the business world
2. Continue relationships with Oak Park Health Department
3. Contact Oak Park Park District
4. Bring in editors of the local papers to establish a positive pro-active approach to possible changes

Physical Activity

Goal

The school will ensure that all students participate in daily physical education classes throughout their four years at O.P.R.F.H.S., except as permitted by *The School Code of Illinois*.

Action Plan

1. This goal is currently being met.

Goal

The school will ensure that physical education promotes lifelong habits of physical activity as well as an understanding of how daily exercise is an essential part of a personal wellness plan

Action Plan

1. Provide the school and community with information that validates and promotes physical activity as a means to increase student achievement and academic performance.
2. Publish ten physical activities that can take place in the classroom to stimulate the brain into working at its optimal level. These activities will be short in duration and user-friendly for the teacher.
3. Perform a literature and curricula review on and around the topic of teen obesity
4. Develop and submit an introductory curriculum that addresses the connection between diet and exercise that PE teachers may use in their fitness classes
5. Design a quarterly physical activity, perhaps as a competition between teams, that will engage students in physical activity and hopefully provide an impetus for continuing regular physical pursuits.

Goal

The school will offer a variety of extracurricular opportunities that will encourage students to be physically active on a regular basis

Action Plan

1. This goal is currently being met through interscholastic and intramural opportunities.

Goal

The school will promote and support forms of transportation to and from campus – such as walking and biking – that encourage physical activity

Action Plan

1. Investigate the installation of more secure bike racks
2. Investigate the availability and potential usage of locker rooms for students who bike to school.
3. Arrange for a bike day or bike fair

Nutrition of Food Available in Building

Goal

The school will serve only food and beverages that have significant nutritional value and that meets or exceeds, where appropriate, the current Dietary Guidelines for Americans and Food Guidance System published jointly by the U.S. Department of Health and Human Services and the Department of Agriculture.

Action Plan

1. Beginning in the 2008-2009 academic year and for the duration of at least a two-year “trial” period, all pre-packaged food and drink in vending machines and on the a la carte cafeteria lines throughout the building will comply with the “guidelines for competitive foods” and “school beverage guidelines” set out by the Alliance for a Healthier Generation, a collaboration of the American Heart Association, the Clinton Foundation, and others. During the trial period, we will assess the successes and failures and adjust this plan as necessary.

Here is a general summary of the guidelines (more info at www.healthiergeneration.org):

... All candy bars, chips and crackers would have to have

- a 35-10-35 ratio (no more than 35% of calories from total fat – no more than 10% of calories from saturated fat – no more than 35% sugar by weight)
- 0g trans fat
- no more than 230mg sodium
- at least one “required nutrient” (>2g fiber; or >5g protein; or >10% DV of Vitamin A, C E, folate, calcium, magnesium, potassium or iron; or ½ serving – ¼ cup – of fruit or vegetables)
- not more than 200 total calories

... The beverage guidelines are more broad:

- Water
- No or low calorie beverages with up to 10 calories / 8 ounces
- Up to 12 ounce servings of milk, 100% juice, and certain other drinks
 - Fat-free or low fat regular and flavored milk with up to 150 calories / 8 ounces*
 - 100% juice with no added sweeteners, up to 120 calories / 8 ounces, and with at least 10% of the recommended daily value for three or more vitamins and minerals
 - Other drinks with no more than 66 calories / 8 ounces
- At least 50% of non-milk beverages must be water and no- or low-calorie options

2. During the 2007-2008 school we will educate the school community – in the cafeteria, classrooms and staff development time – about the benefits of the changes that will be occurring.
3. During the 2007-2008 school year we will research products and potential partners that can provide us with attractive alternatives to the present pre-packaged snacks and beverages.
4. In all areas, we will also be devising options to encourage consumption of whole grains, fresh fruits, fresh vegetables, and low-fat dairy products
5. Pilot new menu offerings in the freshman cafeteria

Goal

The school will strive to provide food and beverages that are not only nutritious but appealing and affordable and that accommodate the religious, ethnic and cultural diversity of the student body.

Action Plan

1. Review of the demographics of the students in the school
2. Survey student body to help identify specific options for food that accommodate the religious, ethnic and cultural diversity of the student body
3. Offer options based on the results

Goal

The school will maintain consistent guidelines for all food that is available in the building – whether it is located in the cafeteria, vending machines or distributed as part of a fundraising or curricular activity.

Action Plan

1. Provide a qualified individual, such as – but not limited to – a school nutrition director, to oversee the nutritional content of school meals, vending machines, food used as part of a fundraising or curricular activity.
2. Continue to assure that the food service director maintains control of the management of all vending in the school and complies with the dietary guidelines outlined above.
3. Collection of information from all departments on fundraising and extracurricular activity involving food.

Goal

The school will make every effort, when available and affordable, to choose locally grown and organic foods and beverages.

Action Plan

1. Review weekly market sheets from the local farmers for affordability
2. Educate the students about the local farmers

Goal

The school will provide a clean, safe and pleasant setting and adequate time for students to eat.

Action Plan

1. Evaluate the new lunch schedule
2. Discuss options for improving the décor in the South Cafeteria
3. Survey students for their ideas and comments

Nutrition Education

I. Goal: The school will raise awareness among students about the nutritional value of all foods and beverages.

The school will ensure that students understand how to make healthy eating choices and how healthy eating is an essential part of a personal wellness plan

		Implementation started	Completed By	Assigned To
1	Place large laminated posters in cafeteria serving lines and in vending machine areas extolling the nutritional value of the food being served.		8-08	Micheline Piekarski Katherine Cappel
2	Label all foods on the serving line with nutrition information	4-08	8-09	Micheline Piekarski
3	Wellness Committee members should work collaboratively with health teachers during food and nutrition units to include discussion about the efforts of Food Service to provide foods with higher nutritional content, as well as encouraging students to find a healthy balance between food intake and physical activity	On going	On going	Pam Erickson
4	Create bookmarks regarding the importance of good nutritional balance and regular exercise	Student Planner	To be determined	Wellness Committee
5	Identify online resources that students and adults can access which will provide information about the importance of wellness as a	Student Planner Web Site Newsletter	12-08	Pam Erickson

	lifestyle choice			
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II. Goal: Develop an interdisciplinary learning team to connect interested PE, Health, and Nutrition teachers with other disciplines in order to incorporate wellness across the curricula.

		Implementation started	Completed By	Assigned To
1	Seek Administrative Approval	0408	0508	Steve Schwartz

III. Goal: The school will strive to integrate their approach vertically with elementary and middle feeder schools

		Implementation started	Completed By	Assigned To
1	Make wellness a Tri-district Institute Day topic	6-08	2010	Bernie Heidkamp
2	Collect information on elementary and middle school curriculums	6-08		Bernie Heidkamp
3	Plan a meeting with the wellness committees from the feeder schools	6-08	9-08	Bernie Heidkamp
4	Plan a meeting with curriculum directors from the feeder schools to discuss wellness curriculum in health and PE.	6-08	9-08	Bernie Heidkamp
		Implementation started	Completed By	Assigned To
5	Contact and inform parents about the wellness goals and procedures	6-08		
	a. Healthy recipe book			Michline Piekarski

	b. February open house		2-09	Micheline Piekarski
	c. Summer meeting with eighth grade parents. This includes 8-9 connection. Fall Freshman Parent night		6-09	Steve Schwartz
	d. Quarterly newsletter		On Going	Committee
	e. Publicity chairman on the wellness committee			Linda Burns
	F. Create a Brochure		1-09	Bernie Heidkamp

IV. Goal: The school will share its approach to nutrition education with the broader Oak Park and River Forest communities and solicit their support and resources				
		Implementation started	Completed By	Assigned To
1	Find community partners in the business world		8-09	Cindy Milojevic
2	Continue relationships with Oak Park Health Department	On going		
3	Contact Oak Park Park District		8-09	
4	Bring in editors of the local papers to establish a positive pro-active approach to possible changes		8-09	Kay Foran

Physical Activity				
I. Goal: The school will ensure that all students participate in daily physical education classes throughout their four years at O.P.R.F.H.S., except as permitted by <i>The School Code of Illinois</i>				
		Implementation started	Completed By	Assigned To
1	This goal is currently being met.	On Going		

II. Goal: The school will promote and support forms of transportation to and from campus – such as walking and biking – that encourage physical activity				
		Implementation started	Completed By	Assigned To
1	Investigate the installation of more secure bike racks		8-08	Jack Lanenga
2	Investigate the availability and potential usage of locker rooms for students who bike to school.	In Place- on going		
3	Arrange for a bike day or bike fair	In Place-on going		Village of Oak Park

Nutrition of Food Available in Building

I. Goal: The school will serve only food and beverages that have significant nutritional value and that meets or exceeds, where appropriate, the current Dietary Guidelines for Americans and Food Guidance System published jointly by the U.S. Department of Health and Human Services and the Department of Agriculture.

		Implementation started	Completed By	Assigned To
1	During the 2007-2008 school year we will collect data on products bought and monies collected	8-07	6-08	Micheline Piekarski
2	Survey Student Eating Habits		12-08	Micheline Piekarski
3	During the 2008-2009 school we will educate the school community – in the cafeteria, classrooms and staff development time – about the benefits of the changes that will be occurring.		6-09	Wellness Committee
4	During the 2008-2009 school year we will research products and potential partners that can provide us with attractive alternatives to the present pre-packaged snacks and beverages.		6-09	Wellness Committee
5	Beginning in the 2009-2010 academic year and for the duration of at least a two-year “trial” period, all pre-packaged food and drink in vending machines and on the a la carte cafeteria lines throughout the building will		9-09	Micheline Piekarski

	comply with the “guidelines for competitive foods” and “school beverage guidelines” set out by the Alliance for a Healthier Generation, a collaboration of the American Heart Association, the Clinton Foundation, and others. During the trial period, we will assess the successes and failures and adjust this plan as necessary.			
6	In all areas, we will also be devising options to encourage consumption of whole grains, fresh fruits, fresh vegetables, and low-fat dairy products	On going		
7	Pilot new menu offerings in the freshman cafeteria	On going		

II. Goal: The school will strive to provide food and beverages that are not only nutritious but appealing and affordable and that accommodate the religious, ethnic and cultural diversity of the student body.

		Implementation started	Completed By	Assigned To
1	Review of the demographics of the students in the school	On going		Administration
2	Survey student body to help identify specific options for food that accommodate the religious, ethnic and cultural diversity of the student body		6-09	Micheline Piekarski
3	Offer options based on the results		8-09	Micheline Piekarski

III. Goal: The school will maintain consistent guidelines for all food that is available in the building – whether it is located in the cafeteria, vending machines or distributed as part of a fundraising or curricular activity.

		Implementation started	Completed By	Assigned To
1	Provide a qualified individual, such as – but not limited to – a school nutrition director, to oversee the nutritional content of school meals, vending machines, food used as part of a fundraising or curricular activity.		6-08	Micheline Piekarski Cindy Milojevic John Stelzer Joe Hallisey
		Implementation started	Completed By	Assigned To
2	Continue to assure that the food service director maintains control of the management of all vending in the school and complies with the dietary guidelines outlined above.	On going		Micheline Piekarski
3	Collection of information from all departments on fundraising and extracurricular activity involving food.		6-08	Cindy Milojevic John Stelzer Joe Hallisey

IV. Goal: The school will make every effort, when available and affordable, to choose locally grown and organic foods and beverages.

		Implementation started	Completed By	Assigned To
1	Review weekly market sheets from the local farmers for affordability	On going		

V. Goal: The school will provide a clean, safe and pleasant setting and adequate time for students to eat.

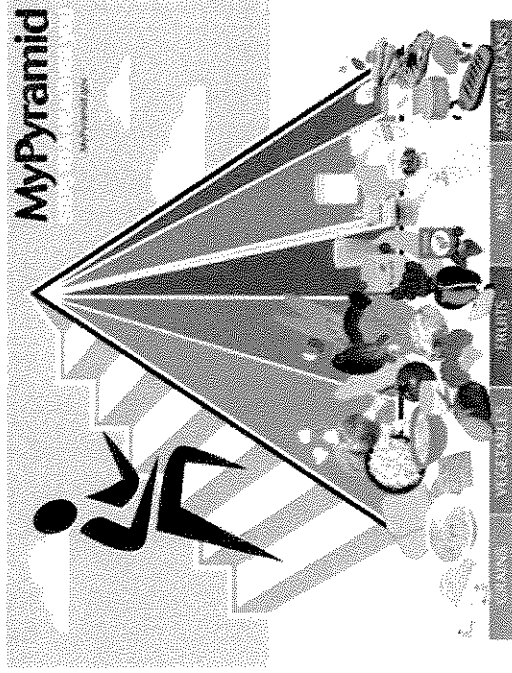
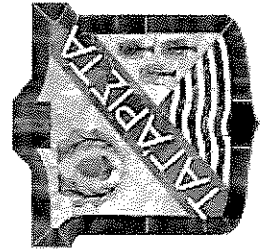
		Implementation started	Completed By	Assigned To
1	Evaluate the new lunch schedule	On going		Administration and Board of Education
2	Discuss options for improving the décor in the South Cafeteria		8-08	Micheline Piekarski Katherine Cappel
3	Survey students for their ideas and comments		6-09	Micheline Piekarski

Ten Steps to a Healthier Day

- ☐ Eat breakfast
- ☐ Drink water, not pop
- ☐ Avoid sugar, salt and grease
- ☐ Eat fresh, not fake
- ☐ Eat more fruits and vegetables
- ☐ Get plenty of sleep each night
- ☐ Walk or bike to school
- ☐ Join a sport or other physical activity
- ☐ Take yoga or meditate to reduce stress
- ☐ Play outside
- ☐ For more resources, visit: wellness.oprfhs.org

Why Wellness?

Wellness is



Oak Park
and River Forest
High School



A Guide to Wellness

- ⇒ Why Wellness?
- ⇒ Where Do I Go & Whom Do I Call?
- ⇒ How Do I Make Healthy Food Choices?
- ⇒ What Other Options Do I Have to Lead a Healthy Lifestyle?

For more resources, visit:

wellness.oprfhs.org

brought to you by the ORPFHS Wellness Committee
contact: wellness@oprfhs.org



OPRFHS Wellness Committee

Contact

wellness@oprfhs.org

Micheline Piekarski
Oak Park & River Forest High School
201 N. Scoville
Oak Park, IL 60302
708-434-3142

For more resources, visit:

wellness.oprfhs.org

Revised 5/5/2009

The Why, Where, Who, How and What of WellNess

Where Do I Go & Whom Do I Call?

- ◇ Visit wellness.oprfhs.org for an abundance of resources on eating healthy and being healthy
- ◇ For information on STDs, birth control or pregnancy:
Contact the Oak Park Health Department anonymously at **708-358-5491** or **708-358-5428**
- ◇ Contact the school's public health nurse at **708-358-5484** (she is at school on Thursdays 1 p.m.—3 p.m. in Rm. 308).

- ◇ National Teen Dating Abuse Hotline: 866-331-9474

- ◇ Chicago Rape Crisis Hotline: 888-293-2080

- ◇ Remember, you can also always go to your counselor or social worker in room 208 or 308 for help with these or any other issues.

How Do I Make Healthy Food Choices?

- ◇ Eat breakfast
- ◇ Drink water, not pop
- ◇ Avoid sugar, salt and grease
- ◇ Eat more fruits and vegetables
- ◇ Eat fresh, local and minimally-processed food

What Other Options Do I Have to Lead a Healthy Lifestyle?

- ◇ Get plenty of sleep each night
- ◇ Walk/bike/jog to school
- ◇ Join a sport or other extracurricular physical activity
- ◇ Take yoga or meditation classes to reduce stress
- ◇ Hike/kayak/rock-climb/get outside

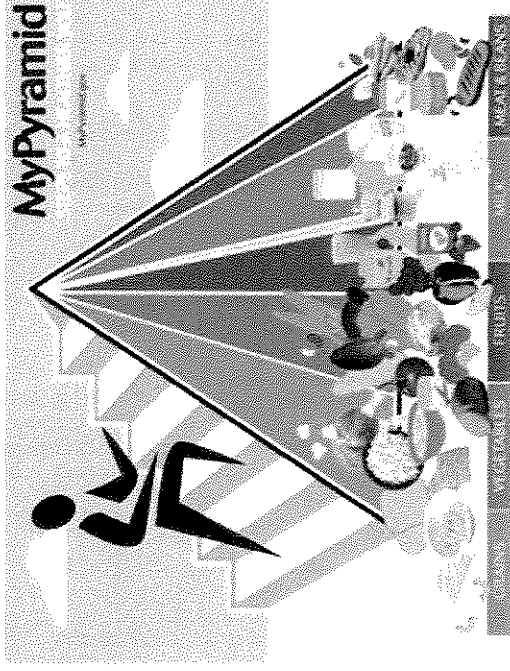
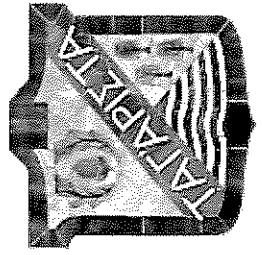


For more resources, visit:

wellness.oprfhs.org

Who We Are

The Wellness Committee was originally formed to develop a broad wellness policy in response to a federal mandate, but after that initial policy was developed and the federal requirements met, members of the committee decided to continue their work to ensure that the ambitious goals that the policy established would be met. Those goals fell under three categories: nutrition education, physical activity and nutrition of food available in building.



OPRFHS Wellness Committee

Contact

wellness@oprfs.org

Micheline Piekarski, MSM, SNS
Oak Park & River Forest High School
201 N. Scoville
Oak Park, IL 60302
708-434-3142

For more resources, visit:

wellness.oprfhs.org

Revised 5/5/2009

Oak Park and River Forest High School



Wellness Committee

OPRFHS believes that an authentic educational experience places equal emphasis on the body as well as the mind. The physical wellness of all members of our school community is as essential as the intellectual preparedness we provide our students in the classroom.

As parents, Board members, administrators, and teachers, we strive to provide students with the knowledge and critical-thinking skills to make intelligent choices concerning their health. We also strive to provide everyone in our school building with plentiful opportunities to maintain an active and healthy lifestyle.

For more resources, visit:

wellness.oprfhs.org

contact: wellness@oprfs.org

What We Are Doing and How You Can Help

Physical Activity

Goals

- ⇒ Support student participation in daily physical education classes
- ⇒ Promote lifelong habits of physical activity as an essential part of any personal wellness plan
- ⇒ Offer a variety of extracurricular opportunities that will encourage students to be physically active on a regular basis
- ⇒ Promote and support physically active forms of transportation to and from campus – such as walking and biking

What we are doing:

- ◇ Installing more bike racks
- ◇ Planning a “bike to school day”
- ◇ Coordinating with the Physical Education and Athletic departments to ensure students have a wide variety of options for physical activity

Ways you can help:

- ◇ Encourage students to get involved in sports or other physical activities
- ◇ Give students the opportunity to walk or bike to and from school
- ◇ Model active behavior by exercising regularly and walking to work and to other destinations
- ◇ Walk or bike to a Huskie athletic event

Join the
Wellness Committee!

Nutrition Education

Goals

- ⇒ Raise awareness among students about the nutritional value of all food and beverages
- ⇒ Ensure that students understand how to make healthy eating choices and how healthy eating is an essential part of any personal wellness plan
- ⇒ Give students the evaluative tools to analyze critically the ways in which foods are marketed to them
- ⇒ Share our approach to nutrition education with feeder schools and the broader Oak Park and River Forest communities

What we are doing:

- ◇ Using posters and labeling in cafeteria and around vending machines that show nutrition values
- ◇ Identifying online resources for easy-to-use nutrition information
- ◇ Disseminating information about healthy food choices in handbooks, newsletters and other publication

Ways you can help:

- ◇ Interpret nutrition labels and the messages in food advertising with students
- ◇ Help students learn about food production, how food gets from the field or farm to the dinner table
- ◇ Help students keep nutrition logs

Nutritious Food

Goals

- ⇒ Serve only food and beverages that have significant nutritional value
- ⇒ Provide food and beverages that are not only nutritious but appealing and affordable to our diverse student body
- ⇒ Make every effort, when available and affordable, to choose locally-grown and organic foods and beverages.
- ⇒ Provide a clean, safe and pleasant setting and adequate time for students to eat.

What we are doing:

- ◇ Ensuring that all food available in the school building meets high nutritional standards, as set forth by the Alliance for a Healthier Generation
- ◇ Educating the school community about new, healthier choices in the cafeteria and vending machines
- ◇ Surveying students and faculty on what healthy options they would like to see in the cafeteria and vending machines

Ways you can help:

- ◇ Encourage students to eat a complete breakfast everyday
- ◇ Encourage students to make healthy food choices in the school cafeteria rather than leaving campus for “fast food”
- ◇ Attend a local farmers’ market with students

For more resources, visit:

wellness.oprfhs.org