



Glen Ellyn School District 41

A K-8 district serving parts of Carol Stream, Glendale Heights, Glen Ellyn, Lombard and Wheaton

Dr. Ann K. Riebock, Superintendent

MINUTES

GLEN ELLYN SCHOOL DISTRICT 41 BOARD OF EDUCATION REGULAR MEETING

FEBRUARY 11, 2013 - 6:45 PM

CENTRAL SERVICES OFFICE
793 NORTH MAIN STREET
GLEN ELLYN, ILLINOIS

Call to Order

The Board of Education meeting was called to order at 6:45 p.m.

Electronic Participation

Board member Dan Smith, Jr. was not able to attend the meeting in person due to an employment-related obligation. In accordance with District 41 policy, Mr. Smith notified the superintendent's office that he would not be physically present for the board meeting, but would like to participate in the meeting by phone.

Board members Drew Ellis moved and Sam Black seconded to approve Mr. Smith's participation by phone in the Board meeting. On a roll call vote answering "Aye": Black, Ellis, Vondrak and Nelson; answering "Nay": None. Motion carried.

Roll Call

Upon the roll being called, the following answered present: Steve Vondrak, Terra Costa Howard (joined the meeting at 6:50 p.m.), Sam Black, Drew Ellis, Dan Smith, Jr. and Erica Nelson; Mr. Kenwood joined the meeting at 7:31 p.m.

Board Candidate Orientation

The session provided Board candidates, Dean Elger, Drew Ellis (incumbent), Joseph Bochenski, and Patrick Escalante with an opportunity to have an informal discussion with sitting board members about the role of a board member as well as expect. Discussion topics included upcoming workshops, events and other helpful tools provided by various organizations and legal counsel for new school board members. Dr. Riebock and the Board encouraged candidates to ask questions and noted that there will be a future, more structured orientation scheduled.

Pledge of Allegiance

Vice President Drew Ellis led in the recital of the Pledge of Allegiance.

Public Participation

Board President Erica Nelson noted that public comment is welcomed but asked that comments be limited to three minutes and in the interest of time asked that members of the public forgo making comments that have been substantially reflected in the comments of others.

Teresa Milich urged the Board to consider a slower more methodical approach to the Think Tank implementation and asked for data and evidence supporting the success of the components of Think Tank. Mrs. Milich asked that the Board consider delaying its vote by two weeks; to provide additional processing time for parents to respond to the Think Tank recommendation, and to provide a forum to gather feedback before Think Tank is voted upon. Mrs. Milich also asked when the Think Tank staff survey results would be released.

Stephanie Clark shared information about the petitioners of the Why 41 Think Tank Petition and encouraged the Board to read the rationale of the petitioners. Mrs. Clark also encouraged the Board to consider STEAM instruction at Hadley Junior High.

Presentations, Reports and Initiative Updates

Forest Glen School Principal Mary Hornacek and teachers Jacki Carapella and Julie Nicolai gave a presentation on how Forest Glen staff and students are embracing and embedding District 41 Learner Characteristics in their daily routines. The presentation included a PowerPoint with posters made by students explaining in their own words how they are incorporating the characteristics into their daily routines.

Action Items

A. Consent Agenda: Are there any items board members would like removed from the consent agenda to be considered separately? Hearing none,

Board members Drew Ellis moved and Terra Howard seconded to approve the reports and recommendations contained in the consent agenda including:

1. Human Resources
 - a. Personnel Report
 - b. Employment Recommendations
 - c. Resignations
 - d. Resignation and Retirement
2. Other Matters
 - a. Board Meeting Minutes
 1. January 25, 2013 Special Meeting
 2. January 25, 2013 Special Meeting-Closed Session
 3. January 26, 2013 Special Meeting
 4. January 26, 2013 Special Meeting-Closed Session
 5. January 28, 2013 Regular Meeting
 6. January 28, 2013 Regular Meeting-Closed Session
 7. January 30, 2013 Special Meeting
 8. January 30, 2013 Special Meeting-Closed Session
 9. January 31, 2013 Special Meeting
 10. January 31, 2013 Special Meeting-Closed Session
 11. February 1, 2013 Special Meeting
 12. February 1, 2013 Special Meeting-Closed Session

On a roll call vote answering "Aye": Vondrak, Howard, Black, Ellis, Smith, Kenwood and Nelson; answering "Nay": Motion carried.

B. Superintendent's Recommendations: At its January 28, 2013 meeting the Board discussed the following recommendations to approve:

1. Continuation of Pre-K At Risk Program: The Pre-Kindergarten At Risk program serves students ages 3-5 within District 41 who are at risk for academic failure when they reach kindergarten. The annual cost of the program is \$335,550.

It was noted that there are 77 students currently in the program which is housed at Forest Glen and Churchill schools. There are five classrooms of children for a full day of school; 1 Early Childhood; 1 Pre-K at Risk; 3 blended.

Board members Terra Howard moved and Drew Ellis seconded to approve the administration's recommendation as presented. On a roll call vote answering "Aye": Black, Ellis, Smith, Kenwood, Vondrak, Howard, and Nelson; answering "Nay": None. Motion carried.

2. Data Warehouse: The purchase of Skyward's data warehouse module with installation and project management services costing approximately \$23,317.00. This purchase will be made with a one-time payment from budgeted funds for the 2012/2013 school year. Continued annual maintenance for the data warehouse module will be \$4,429.00. Additionally, a server will need to be purchased to house the warehouse; the cost for the server will not exceed \$5,500.00.

Board members Drew Ellis moved and Sam Black seconded to approve the administration's recommendation as presented. On a roll call vote answering "Aye": Ellis, Smith, Kenwood, Vondrak, Howard, Black and Nelson

3. 2013 Hadley Summer Painting Project: The Hadley summer painting proposal would be the final painting project for District 41 schools and coincides with the Hadley LMC project. Estimated cost for painting Hadley is approximately \$225,000.

Board members Drew Ellis moved and Sam Black seconded to approve the administration's recommendation as presented. On a roll call vote answering "Aye": Smith, Kenwood, Vondrak, Howard, Black, Ellis and Nelson; answering "Nay": None. Motion carried.

- C. Approval of Superintendent's Contract: Board President Erica Nelson announced that the Board selected the next superintendent to replace Dr. Ann Riebock who will retire June 30, 2013. Mrs. Nelson reported that a national search conducted by Ray and Associates produced nearly three hundred applicants. Board members reviewed the most promising applications and selected six candidates to interview personally. Mrs. Nelson said that while all of the finalists were outstanding, one candidate, Dr. Paul Gordon, matched the leadership profile developed from stakeholder input. Dr. Gordon currently serves as the chief academic officer in Adams 12 Five Star Schools in Westminster, Colorado. Mrs. Nelson noted that the Board was unanimous in its choice of Dr. Gordon and found him to be a passionate educator; knowledgeable, personable and most important, a worthy successor to Dr. Riebock. Mrs. Nelson said that Dr. Gordon will begin his employment with District 41 on July 1, and the Board will be planning future opportunities for stakeholders to meet him.

Board members Howard moved and Ellis seconded to approve the performance-based superintendent's contract for the period July 1, 2013 through June 30, 2016 between the Glen Ellyn School District 41 Board of Education and Dr. Paul Gordon and to authorize the Board President and Secretary to execute the contract in the form presented by the Board President and signed today by Dr. Gordon. On a roll call vote answering "Aye": Black, Ellis, Smith, Kenwood, Vondrak, Howard and Nelson; answering "Nay": None. Motion carried.

Mrs. Nelson thanked Board members for their time and diligence in this endeavor and the Board expressed its gratitude to legal counsel as well as Maureen Stecker for her assistance in the process.

Superintendent's Report

Dr. Riebock provided a brief overview of how the Master Facility Planning, Think Tank and 21st Century Learning are aligned with the Long Range Plan Renewal (LRP) and noted that the administration has begun a renewal of the Master Facility Planning process which it expects to present to the Board sometime in April.

Board Reports**A. Committee Reports**

1. Finance & Facilities Committee: Mr. Ellis reported that the meeting scheduled for earlier in the evening was cancelled.
2. Policy Committee: Co-chair, Sam Black reported that the Committee met on February 5, 2013 to finalize updates for Section III as well as review other recommended revisions to policies and/or procedures made through IASB's PRESS service. The revisions are scheduled for Board discussion later in the agenda. The Committee anticipates presenting a second reading and a recommendation for Board adoption at the February 25, 2013 Board meeting. The next section scheduled for review is Section I.

B. Other:

1. Mr. Ellis attended PEP meeting last Wednesday. PEP will be conducting a full audit and urged D41 to continue the check the box program that accompanies registration.
2. Mrs. Howard reported on her attendance LLT. Below are highlights of the discussion.
 - Changes to the organization and leadership of LLT are forthcoming.
 - Discussion took place regarding the misconception that TLT is not occurring in every building.
 - Katie McCluskey provided an overview of the two foreign language programs for next year: FLES and Dual Language. Discussion centered on where the 30 minutes of foreign language instruction will be placed in the day.
 - A subcommittee will finalize the next steps for Learner Characteristics.
3. Mr. Kenwood reported on his attendance at the Lincoln and Churchill Think Tank school-centered discussions. Attendees seemed to enjoy the presentations and good dialogue ensued.
4. Mrs. Nelson reported on the following:
 - PTA Executive Council meeting included discussion on Illinois 5essentials climate survey and the Reflections Program
 - Churchill School had their first father daughter dance
 - Forest Glen had a DJ's Night dance
 - Forest Glen and Lincoln had cultural luncheons
 - Lincoln is celebrating 50 years on Lincoln's birthday
5. Mrs. Nelson gave kudos to Assistant Superintendent for Finance, Facilities and Operations Bob Ciserella and his team for earning for the sixth time, the Illinois Association of School Business Officials (IASBO) Certificate of Excellence in Financial Reporting for the rating of its Comprehensive Annual Report (CAFR).

Discussion Items

- A. Hadley Junior High School LMC Remodel Bid Results: On November 29, 2012, the administration placed an advertisement for bid for the Hadley LMC remodeling project. Bids were due on January 15, 2013. Alternates to the base bid include: Alternate A1 - moveable wall system in the demonstration area; Alternate A3 - tiled flooring concepts spread throughout the building; and Alternate E1 - audio visual equipment in the main section of the library to be utilized for presentations and meetings held in the library. All base bids include \$70,000 in allowances.

A summary of the bid results is attached.

Based on the responses from the respective references, a recommendation from FGM Architects and the lowest bidder having withdrawn its bid, the administration is recommending that the contract be awarded to the second lowest bidder, Happ Builders, Inc. of Waukegan, Illinois with a base cost of

\$945,000 and alternates valued at \$179,000 for a total bid of \$1,124,000. This work will be included as part of 2013 Summer Capital Projects and the 2013/14 fiscal year budget. Below is a summary of the estimated project costs.

Project Description	Estimated or Known Cost
Hadley LMC	\$1,124,000
Hadley LMC Furniture	\$150,000
Hadley Painting Project	\$225,000
21 st Century Furniture w/ Carpeting	\$336,000
Initial STEM Equipment Purchases	\$100,000
Alarm & Intercom Replacement	\$50,000
Total	\$1,985,000

The Board discussed how the space would align with and support the curriculum and discussed the priority of this project given other needs of the district. Board members Dan Smith and John Kenwood expressed their interest in seeing STEM labs in each of the buildings.

The Board said that this is an important discussion and noted that it would be helpful to have testimonials from the Hadley LMC Planning Group that support these renovations.

The Board expects to take action on this matter at its February 25, 2013 meeting.

(Attachment)

- B. 2013 Classroom Furniture and Equipment Bid Results: The district's age and obsolescence plan provides for annual updates of classroom furnishings and equipment, as well as other items. Over the last two years the district has converted 32 elementary classrooms into 21st century classrooms with flexible furnishings and equipment. These classrooms support today's collaborative, facilitated instruction, mobile technology as well as large- and small-group work. The classrooms have been well-received by teachers, students and parents, and the administration would like to convert another 32 classrooms this summer, eight per elementary building. In addition to flexible desks and chairs, the typical classroom would receive eight Hokki rockers, eight beanbag chairs and a computer table and chairs for an expected cost of \$291,200. The matter has previously been discussed at Finance Committee. The Board expects to take action on going out for bid at its February 25, 2013 meeting.
- C. Fund Balances Committed to Long-Term Capital Projects: Board policy states that when fund balances (undesignated dollars that have accumulated over the years) exceed 25% of annual operating expenditures, the administration must bring forward a plan for use of the funds over 25%. As the current fund balances are \$5 million over the threshold, the Board discussed the administration's recommendation of fund balances over the next two year period:
- \$500,000 to fund current capital projects to be completed during the summer of 2013. These projects include the Hadley LMC remodeling project, Hadley interior painting project, initial implementation of STEM equipment, and continued rollout of the 21st century furniture concept and alarm and intercom replacement.
 - \$1.5 million to fund roofing and HVAC projects at various sites yet to be determined.
 - \$3 million to fund the long-term facility needs of the district including possible property acquisition.
- D. Board Policy and Procedure Revisions-First Reading: The recommended revisions that follow represent Section III Board Policies and Procedures that have been reviewed by the Policy Committee as well as policies and/or procedures that have been updated as a result of changes in Illinois or Federal law that require revisions in order for the District to be compliant, or to reflect current policy and/or practices.

Section III Updates

Policy #	Title	Comments
3:10	Goals and Objectives	Updated
3:30	Line and Staff Relations	Updated
3:30-AP	Administrative Procedure – Organizational Chart for Administration	Need to update with 2012-2013 revisions Updated
3:40	Superintendent	Updated February 2010; Recommended PRESS update in May 2012 Updated
3:40 AP1	Administrative Procedure -The Superintendent's Evaluation Timeline, Procedure and Rubric	Updated per PRESS and combined the AP and Exhibit renamed as 3:40 AP1
3:40-E1 Combined with 3:40-AP	AP and Exhibit renamed as 3:40 AP1 Evaluation Process-Superintendent	AP and Exhibit renamed as 3:40 AP1
3:50	Administrative Personnel Other Than the Superintendent	Question about the PD plan Updated
3:60	Administrative Responsibility of the Building Principal	Check on any changes for compliance with PERA Updated
3:60-E1	Evaluation Process-Principal & Assistant Principal	Replaced with new plan Updated
3:60-E2	Evaluation Process-Principal & Assistant Principal-Summative Evaluation	Replaced with new plan Updated
3:60-E3	Evaluation Process-Principal & Assistant Principal-Timeline	Updated
3:70	Succession of Authority	Updated May 2011 Updated
3:70AP	Succession Plan	Updated

PRESS Updates

Policy	Title	Comments
2.20	Powers and Duties of the School Board	Update-non-substantive change to #1 simplify
2.20-E	Waiver and Modification Request –Resource Guide	New To D41
2.30	School District Elections	Re-written for clarity
2.110	Qualifications, Term, and Duties of Board Officers	Updated language
2.125	Board Member Expenses	Update with additional legal reference
2.140E	Guidance for Board Member Communications, Including the use of Email	New To D41
2.200	Types of School Board Meetings	Non-substantive update
2.200 AP	AP- Types of School Board Meetings	Update AP
2.220	School Board Meeting Procedures	Non-substantive update

4.60 AP	Purchases	Update
4.60E	Notice to Contractors	New To D41
4.15	Identity Protection	Compliance - New to D41
4.15 AP	Protecting the Privacy of Social Security Numbers	Compliance - New to D41
4.100	Insurance Management	No substantive changes-may change if committee likes new language
4.120	Food Services	Update
4.170AP7	Movable Soccer Goal Safety	NEW
5.30	Hiring Process and Criteria	Update as recommended
5.240	Suspension	Allow superintendent or school board to suspend without pay
5.240 -AP	AP-Suspension	Allow superintendent or school board to suspend without pay
6.60AP	Comprehensive Health Education Program	Update
6.65	Student Social and Emotional Development	Update as recommended
6.110	Programs for Students at Risk of Academic Failure and/or Dropping out of School and Graduation Incentives Program	Update
6.120-AP-1, E1	Notice to Parents/Guardians Regarding Section 504 Rights	Update for compliance
6.120AP3	AP - Service Animals	NEW
6.290	Language change	Language change
7.50	School Admission and Student Transfers to and From Non-District Schools	Non-substantive but no objection to the addition
7.50 AP	AP- School Admission and Student Transfers to and From Non-District Schools	Update
7.60	Student Residency	Update as recommended
7.220	Bus Conduct	Update
7.220AP	AP Electronic Recordings on School Busses	Update
7.270	Administering Medicines to Students	Updated to comply with PA 97-361
7.340	Student Records	Update
7.340AP1	AP - School Student Records	Revised, Replaced & Re-Number
7.340AP1, E1	Exhibit - Notice to Parents/Guardians and Students of their Rights Concerning a Student's School Record	Updated & Re-Numbered
7.340 AP2	AP - Storage and Destruction of School Student Records	NEW- Need to check with others

The Board expects to take action at its February, 25, 2013 meeting.

Upcoming Meetings

- February 19, 2013, Special Meeting, 6 p.m., Central Services Office
- February 25, 2013 Regular Meeting, 7:30 p.m., Central Services Office

Other

There were no other matters considered by the Board.

Public Participation

- The Glen Ellyn Education Association Co-Presidents Sue Schoff and Jeanne Schuett requested that the areas of the Hadley LMC that were dedicated for former teacher Char Novelli be considered and preserved in any renovations.
- Kevin Rath commented on the transition time involved in the Think Tank proposal.

Adjourn to Closed Session

Board members Kenwood moved and Howard seconded to adjourn to closed session to discuss the following matters:

- A. Collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.*
- B. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity.*
- C. The purchase or lease of real property for the use of the District, including meetings held for the purpose of discussing whether a particular parcel should be acquired.*

On a roll call vote answering "Aye": Ellis, Smith, Kenwood, Vondrak, Howard, Black and Nelson; answering "Nay": None. Motion carried.

Mrs. Nelson said the Board expects to take action on an employment matter when it returns to open session.

Return to Open Session

The Board returned to open session at 11:14 p.m.

Action Item


- A. Employment: Board members Ellis moved and Kenwood seconded to approve the Resolution Authorizing Notice to Remedy for the tenured teacher discussed in the closed session immediately preceding. On a roll call vote answering "Aye": Smith, Kenwood, Vondrak, Howard, Black, Ellis and Nelson; answering "Nay": None. Motion carried.*

Adjournment

Board members Kenwood moved and Ellis seconded to adjourn the meeting at 11:15 p.m. Motion carried on a unanimous voice vote.

Respectfully submitted,

Maureen Stecker, Board Recording Secretary


Erica Nelson, Board President


Terra Costa Howard, Board Secretary

Minutes approved: February 25, 2013

Glen Ellyn School District #41 Board Report

Date: February 11, 2013

Title: Personnel Report –Final

Contact: Laurie Campbell, Director of Human Resources

Long-Range Plan Focus: The recommendations contained in this Personnel Report support Goal #2, Development of Human Capital, of the Superintendent's Long-Range Plan.

Employment Recommendations:

Name	School	Position	Placement/Salary	Effective Date
Patricia Jurczak	Hadley	FMLA Substitute	Substitute Pay Rate	March 11, 2013
Jessica Lustyk	Hadley	7 th Grade Girls Volleyball Coach	Group II, step 1/\$1799.00	2012-2013 school term
Molly Marshall	Forest Glen	Resource Teacher(.5 FTE)	BA Step 1/\$8,846.60(prorated based on start date)	2012-2013 school term

Resignation:

Name	School	Position	Effective Date
Karen Slager	Hadley	Cross Country Coach	2013-2014 school term

Resignation and Retirement:

Name	School	Position	Effective Date
Wendy Kenney	CSO	Payroll Clerk	July 1, 2013

Recommendation: It is recommended that the Board accept the actions included in this Personnel Report as presented.

PERFORMANCE BASED SUPERINTENDENT'S CONTRACT
(July 1, 2013 through June 30, 2016)

THIS AGREEMENT is made by and between the Board of Education (the "Board") of Glen Ellyn School District 41, DuPage County, Illinois (the "School District") and Dr. Paul Gordon (the "Superintendent").

In consideration of the mutual promises herein contained, the Board and the Superintendent agree as follows:

1. **EMPLOYMENT.** In accordance with the provisions of Section 10-23.8 of the School Code of Illinois (105 ILCS 5/10-23.8), the Superintendent is hereby employed under this multi-year performance-based contract for the period beginning July 1, 2013, and extending through June 30, 2016. The contract year under this contract is July 1 through the immediately following June 30.

This is a performance-based contract, the initial goals of which are set forth in the attached Exhibit A. Achievement of the goals will enhance student performance and achieve academic improvement.

By no later than October 31, 2013, the Superintendent will prepare, for review by and agreement with the Board, refined and/or additional goals and a program for achievement of the goals within a recommended period of time. The program for achievement of the goals will also refine and identify in greater detail the indicators of student performance and academic improvement for assessment purposes and the criteria by which the Board shall assess the Superintendent's eligibility for the bonus provided for in paragraph 5 below. It is expected that this step will be completed by no later than December 15, 2013, and that all of the goals will be achieved within the period of time as established by the Board in consultation with the

Superintendent, unless the parties experience unexpected circumstances or mutually decide to delete or substantially modify any of the goals.

Each contract year, the Board shall, as part of the annual evaluation of the Superintendent's performance, determine the degree of progress made toward achievement of the goals. At the request of the Superintendent and/or the Board and as the business of the Board permits, the Board and the Superintendent will also have the option each contract year of conducting an informal interim review of the Superintendent's performance, including progress toward achievement of the goals. If the Board determines, as part of the annual evaluation that the goals have been achieved and student academic performance improved, the Board may, in its sole discretion, consider and approve an extension or rollover of this contract, although nothing prevents the entry into a new contract or terminating this contract, at the end of the term of this contract.

The Board and the Superintendent recognize that achievement of the goals and improvement of student academic performance is dependent on continued Board support of the goals and the provision of adequate financial support within available resources. The Board and the Superintendent also recognize that circumstances beyond the control of the Board and/or the Superintendent may prevent attainment, or require modification, of any of the goals. In such circumstances or where the Board is unwilling or unable to support the goals, either financially or in principle, the Board, in consultation with the Superintendent, may modify or delete any of the goals as appropriate. The modified goals, if any, shall be signed and dated by the Board President and Secretary and placed in the Superintendent's personnel file. A copy shall also be given to the Superintendent.

2. **DUTIES.** The duties of the Superintendent shall be those duties prescribed by the laws and regulations of the State of Illinois and by the policies, regulations and directions of the Board, all of the foregoing as may be amended or modified from time to time, and as are reasonably incidental to the position of Superintendent.

3. **EVALUATION.** Provided the Superintendent notifies the Board during the month of December of each contract year of the Board's evaluation obligations, the Board shall thereafter, at such time as the business of the Board reasonably permits, meet with the Superintendent to review the Superintendent's performance, including the progress toward achievement of the performance goals as provided in paragraph 1 of this contract, assess the working relationship of the Superintendent with the Board, the faculty, the staff, students and the community and consider salary and benefit adjustments for subsequent years. The Board shall make a good faith effort to begin the evaluation process in February each contract year and complete the process by June 30 of the same contract year; provided, however, in the last year of this contract, the Superintendent shall notify the Board by October 1 and the Board shall complete the process by January 15.

The Board may terminate or non-renew this contract even if the evaluation requirements of this contract have not been satisfied.

4. **SALARY AND BENEFIT INCREASES, DECREASES AND MODIFICATIONS.** The Board may not unilaterally reduce the Superintendent's annual salary below the annual salary for the immediately preceding contract year. Without entering into a new contract or modifying the term of this contract, the Board reserves the right, in its discretion, to: 1) increase the annual salary and other compensation and benefit items; and 2) modify or decrease, effective at the beginning of any contract year or benefit plan year, those items of

compensation or benefits that are linked in this contract to the compensation or benefits of another group, such as 12-month administrators, teachers or certified central office administrators. Any such modification or decrease shall be made for the Superintendent on the same basis as made for the group to which the compensation or benefits are linked in this contract.

5. **SALARY**. The Board, as compensation for the duties set forth in this contract, will pay the Superintendent an annual salary of ONE HUNDRED NINETY FIVE THOUSAND AND NO/100 (\$195,000.00) DOLLARS for the 2013-2014 contract year. The annual salary shall be payable in equal installments in the same manner as the salaries of other certified central office administrators in the School District are paid.

In connection with the Superintendent's annual evaluation each contract year, the Board shall consider awarding the Superintendent a performance bonus of up to TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, payable no later than the end of the same contract year. The bonus can be awarded, in whole or in part, at the sole and absolute discretion of the Board, if, and to the extent, it determines that the Superintendent has substantially met the criteria to be established as provided for in paragraph 1 above or otherwise made an extraordinary contribution to the success of the School District. Any bonus awarded by the Board shall be only for the contract year awarded and shall not become part of the Superintendent's base annual salary.

6. **BENEFITS**

A. **TRS Contribution**. In addition to the salary and any bonus awarded as provided in paragraph 5 above, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's entire contribution to the Illinois Teachers' Retirement

System (TRS) as required by Section 16-152.1 of the Illinois Pension Code at the contribution rate established by law for Tier II participants in TRS up to a maximum of 11.4%, including any TRS factor. The Board shall also pick up and pay on the Superintendent's behalf, the Superintendent's entire contribution to the Illinois Teachers' Health Insurance Security Fund (THIS) up to a maximum of 1.0%. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Superintendent.

It is the intention of the parties to qualify all such payments picked up and paid by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Superintendent's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations.

B. Sick, Personal and Other Leave. The Superintendent shall be provided with sick, personal and other leave on the same basis as is provided to certified central office administrators, including accumulation rights. Additionally, on a one-time basis, fifteen (15) additional sick days shall be granted on July 1, 2013, and again on July 1, 2014, for a total of thirty (30) additional sick leave days.

C. Disability. Should the Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days after the exhaustion of sick, personal and vacation leave days in any 180

calendar-day period, the Board may, at its option, terminate the Superintendent's employment upon thirty (30) days' written notice to the Superintendent and the opportunity for a hearing before the Board on the issues of disability and performance. Upon termination for this reason, the Board shall pay the Superintendent for any accumulated but unused sick leave, up to a maximum amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, and, if permitted by the District's health and life insurance program, continue such insurance at its expense for a period of one hundred eighty (180) days after termination. This 180-day period shall be included in the calculation of the time period available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986.

D. **Vacation.** The Superintendent shall receive vacation, exclusive of holidays, each contract year on the same basis as other certified central office administrators. The Board President, or Vice President in the absence of the President, shall be advised in advance of all vacations, and prior approval of the Board President, or Vice President in the absence of the President, is required for all vacations which are more than three (3) consecutive working days in length. The Superintendent may carry over until October 1 of the second contract year up to ten (10) days of unused vacation from the first contract year. Thereafter, any vacation not used in the contract year earned will be lost and not compensated, unless otherwise approved by the Board.

E. **Deferred Compensation.** The Superintendent may elect that a portion of the salary set forth in paragraph 5 above be paid into a tax sheltered annuity pursuant to the Board's Section 403(b) Plan. The cost of the contribution to the annuity or plan shall be deducted from the Superintendent's annual compensation and shall not require an

expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary.

F. **Professional Memberships, Expenses and Periodicals.** Membership fees in Board approved community service organizations, the Illinois Association of School Administrators, the American Association of School Administrators as well as other organizations and associations to which the Superintendent is expected to belong, shall be paid by the Board, to the extent provided for in the Board's annual budget.

The Superintendent shall be expected to attend appropriate professional meetings at the local, state and national levels. To the extent provided in the Board's annual budget or as otherwise approved in advance by the Board, the reasonable and necessary costs of attendance shall be paid by the Board.

The Board shall pay, or reimburse the Superintendent for, reasonable expenses approved by the Board and incurred by Superintendent in the continuing performance of the Superintendent's duties.

The Board shall provide the Superintendent with professional periodicals to the extent provided in the Board's annual budget.

The Superintendent shall inform the Board in writing each contract year of professional memberships, conferences attended, and professional periodicals purchased at the Board's expense.

G. **Insurance Benefits.** The Board shall provide the Superintendent with the long-term disability insurance, life insurance, health, medical and dental insurance on the same basis as provided for certified central office administrators; provided, however, the

life insurance benefit shall be not less than two times the Superintendent's base annual salary.

H. **Medical Examination.** The Superintendent shall submit to a comprehensive health examination before April 15, 2013, and thereafter by January 15 of each contract year. The examination shall be performed by doctor(s) approved by the Board. Such health examination shall include tests deemed necessary by the doctor or required by the Board. The cost of such health examination in excess of the cost covered by the Board's health benefit program shall be borne by the Board up to a maximum amount of SEVEN HUNDRED AND NO/100 (\$700.00) DOLLARS or such greater amount as is necessary to meet the cost of the examination required by the Board. A report as to the Superintendent's health, in a form satisfactory to the Board, shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board. The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense. This contract is contingent on the initial health report demonstrating the Superintendent's fitness, with reasonable accommodation to the extent required by law, to perform fully under this contract.

I. **Automobile/Travel Expenses.** The Board shall reimburse the Superintendent for automobile and other transportation costs on the same basis as for other certified central office administrators and within the constraints established by the annual budget of the Board.

J. **Electronic Work and Communications Equipment and Service.** The Board shall provide, and retain ownership of, a laptop or tablet computer and a "smart"

mobile telephone with appropriate data and broadband access services to facilitate the Superintendent's work and business communications. The Superintendent's use of the laptop or tablet computer and the mobile telephone shall be subject to the Board's electronic network policy, except that personal use of the computer and the mobile telephone are permitted. The Superintendent shall reimburse the Board for personal use of the mobile telephone and the broadband access services for the mobile telephone and the computer in accordance with procedures established by the Board.

K. Relocation Expense Reimbursement. The Board shall reimburse the Superintendent for the reasonable expenses incurred during the first year of the contract of moving the Superintendent's household (based on the lowest of three quotations) from the Westminster, Colorado area and related travel and transitional expenses to establish residency in compliance with paragraph 9 below. Transitional expenses include rental and/or purchase costs of housing comparable to the Superintendent's current residence in Colorado. The total expense reimbursement shall not exceed TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, unless otherwise approved by the Board. In addition, the Board shall reimburse the Superintendent for the reasonable travel and lodging expenses for the Superintendent and his immediate family to come from their current residence in Colorado to search for housing in or in close proximity to the School District at a cost not to exceed ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS, unless otherwise approved by the Board. All expenses for which reimbursement is sought must be accompanied by receipts.

If the Superintendent voluntarily leaves employment with the Board before June 30, 2015, the Superintendent shall repay the amount reimbursed by the Board

for household moving and transitional housing expenses, unless otherwise approved by the Board. Repayment shall be accomplished through payroll deduction to the extent permitted by law; otherwise, the Superintendent shall repay the Board directly for the moving expenses within thirty (30) days, and for the transitional housing expenses within ninety (90) days, after his last day of employment in the School District.

7. **CERTIFICATE**. The Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate certificate to act as Superintendent of Schools. Such certificate shall be maintained at all times during the term of this contract.

8. **OUTSIDE ACTIVITIES**. The Superintendent shall confine professional and employment activities to the business of the School District, except as provided in this paragraph or as otherwise approved by the Board. On an occasional, short-term basis approved by the Board, the Superintendent shall be permitted to undertake writing, teaching and speaking engagements. Any consulting work undertaken by the Superintendent for compensation must be accomplished on the Superintendent's vacation days, holidays or other non-duty days. The Board's President shall be notified of the nature of the consulting activities, which shall not interfere with the performance of the Superintendent's duties.

9. **RESIDENCY IN DISTRICT 41**. The Superintendent shall maintain residency in close proximity to the School District sufficient to establish a strong presence and to be an active participant in school and community activities.

10. **TENURE**. By accepting this contract, the Superintendent waives any rights to acquire tenure in the School District under Sections 24-11 through 24-16 of the Illinois School Code, as may be amended from time to time.

11. **BACKGROUND INVESTIGATION.** This contract is contingent on completion by no later than March 1, 2013, and, thereafter, from time to time as designated by the Board, of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Superintendent.

12. **TERMINATION**

A. **Termination for Cause During the Term of the Contract.** In the event the Board intends to terminate this contract before its expiration for cause, the Board or its designee shall give the Superintendent written notice of such intention, together with a statement of the reasons for termination. Within five (5) days after receipt of such notice, the Superintendent may request in writing a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Superintendent, the Board may suspend the Superintendent with or without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment.

B. **Non-Renewal Without Cause at the End of the Term of the Contract.** In the event the Board or the Superintendent decides not to renew this contract at the end of its term, notice of such intention and an opportunity for a closed session

hearing shall be given by April 1 of the last year of this contract in accordance with Section 10-21.4 of the Illinois School Code; provided, however, if the Superintendent notifies the Board in writing by no later than December 15 of the last year of this contract of the Board's obligations under Section 10-21.4, then the date in the last year of this contract by which the Board shall give the Superintendent notice of such intention shall be February 15. Otherwise, the Superintendent shall notify the Board of its obligations by March 1, and the Board shall give notice of intention not to renew this contract by April 1, of the last year of this contract. If the Superintendent timely gives notice of the Board's obligations and the Board then fails to give the Superintendent timely notice in accordance with this paragraph, this contract shall be automatically extended for one additional year as provided in Section 10-21.4.

C. **Unilateral Termination by Board of Education.** The Board may, at its option, and by a minimum of ninety (90) days' notice to the Superintendent, unilaterally terminate this contract during its term without cause effective no earlier than the close of the second contract year. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, all of the aggregate salary the Superintendent would have earned under paragraph 5 of this contract from the actual date of termination to the termination date set forth in this contract. Additionally, the Board shall provide and pay for health insurance as provided herein for the Superintendent and eligible dependents from the actual date of termination to the termination date set forth in this contract or, if earlier, the Superintendent obtaining employment through which health insurance coverage is available and to which the employer makes a contribution toward the premium cost.

D. **Unilateral Termination by the Superintendent.** The Superintendent may, at the Superintendent's option, and by a minimum of ninety (90) days' notice to the Board, unilaterally terminate this contract during its term. In the event of unilateral termination with at least one-hundred-eighty (180) days' notice to the Board and an effective date at the end of the school year, the Superintendent shall pay to the Board FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, which relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. In the event of unilateral termination with less than one-hundred-eighty (180) days' notice or an effective date not at the end of the school year, the Superintendent shall pay to the Board, as liquidated damages, THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, which relates to much of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. The payment of liquidated damages by the Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Superintendent's unilateral termination. However, this paragraph does not apply in the event that the parties mutually agree to end this contract or to termination for disability which qualifies the Superintendent for disability benefits from TRS.

13. **MISCELLANEOUS**

A. **Notice.** Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at their respective addresses listed below, or at such

other addresses as the parties may from time to time advise in writing. Service by mail, as provided above, shall be deemed made upon deposit in the mail.

If to the Board:

President, Board of Education
Glen Ellyn School District 41
793 North Main Street
Glen Ellyn, IL 60137

With a copy to:

President, Board of Education
Glen Ellyn School District 41
[at his or her last known home address]

If to the Superintendent:

Dr. Paul Gordon
Superintendent
Glen Ellyn School District 41
793 North Main Street
Glen Ellyn, IL 60137

With a copy to:

Dr. Paul Gordon
[at his last known home address]

B. This contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

C. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.

D. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

02/11/13

E. If any provision of this contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.

F. This contract contains all the terms and benefits agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. No modification or amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Superintendent.

G. This contract shall become effective and be deemed dated as of the date the last of the parties signs this contract as set forth below.

BOARD OF EDUCATION
GLEN ELLYN SCHOOL DISTRICT 41,
DuPage County, Illinois

SUPERINTENDENT

By: _____

President

Attest: _____

Secretary

Dated: _____

2-11-13

Dr. Paul Gordon

Dated: _____

2-11-13

EXHIBIT A
TO THE JULY 1, 2013 THROUGH JUNE 30, 2016
PERFORMANCE-BASED SUPERINTENDENT'S CONTRACT BETWEEN THE
BOARD OF EDUCATION OF GLEN ELLYN SCHOOL DISTRICT 41
AND DR. PAUL GORDON

SUPERINTENDENT GOALS

GOAL 1: The Superintendent will submit a comprehensive plan for a timely facilities referendum with the objective of removing the portable classrooms from all District schools, including the option of a new site to provide facilities that support 21st century learning. The plan will include all phases of implementation, an action plan for the administration, staff and Board of Education and a communication plan for all District 41 stakeholders. The plan will be presented to the Board, with periodic reports on implementation, on dates determined with the Superintendent.

GOAL 2: The Superintendent shall submit a comprehensive review of the District's Long-Range Plan with recommendations regarding the 2013-2014 curriculum initiatives. This review shall include an analysis of instructional approaches (STEM/STEAM), staffing and financial resources and result in a plan that will achieve measurable growth in the MAP testing scores within grade levels and result in overall district growth annually. The initial report shall be presented to the Board on a date determined with the Superintendent with annual reports submitted thereafter.

Hadley LMC Remodel - 2013 Bid Results

ALTERNATES

Contractor	Base Bid	A1 Moveable Wall System				A2 Exterior Storefront				A3 Flooring				E1 Audio/Visual				TOTAL w/ All ALTERNATES	Base + A1 + E1	Base + A1 + A3 + E1
ATP Enterprises	\$ 777,000	\$ 120,000	\$ 85,000	\$ 50,000	\$ 30,000	\$ 120,000	\$ 85,000	\$ 50,000	\$ 30,000	\$ 120,000	\$ 85,000	\$ 50,000	\$ 30,000	\$ 120,000	\$ 85,000	\$ 50,000	\$ 30,000	\$ 1,062,000	\$ 927,000	\$ 977,000
Happ Builders	\$ 945,000	\$ 90,000	\$ 51,000	\$ 37,000	\$ 52,000	\$ 90,000	\$ 51,000	\$ 37,000	\$ 52,000	\$ 90,000	\$ 51,000	\$ 37,000	\$ 52,000	\$ 90,000	\$ 51,000	\$ 37,000	\$ 52,000	\$ 1,175,000	\$ 1,087,000	\$ 1,124,000
RL Sohol GC	\$ 970,000	\$ 105,500	\$ 52,000	\$ 20,500	\$ 56,000	\$ 105,500	\$ 52,000	\$ 20,500	\$ 56,000	\$ 105,500	\$ 52,000	\$ 20,500	\$ 56,000	\$ 105,500	\$ 52,000	\$ 20,500	\$ 56,000	\$ 1,204,000	\$ 1,131,500	\$ 1,152,000
Robert Yiu Construction	\$ 1,100,000	\$ 21,600	\$ 67,000	\$ 22,000	\$ 57,000	\$ 21,600	\$ 67,000	\$ 22,000	\$ 57,000	\$ 21,600	\$ 67,000	\$ 22,000	\$ 57,000	\$ 21,600	\$ 67,000	\$ 22,000	\$ 57,000	\$ 1,267,600	\$ 1,178,600	\$ 1,200,600
Gateway JV	\$ 1,135,000	\$ 24,000	\$ 44,000	\$ 33,000	\$ 51,000	\$ 24,000	\$ 44,000	\$ 33,000	\$ 51,000	\$ 24,000	\$ 44,000	\$ 33,000	\$ 51,000	\$ 24,000	\$ 44,000	\$ 33,000	\$ 51,000	\$ 1,287,000	\$ 1,210,000	\$ 1,243,000
Sigalos	\$ 1,053,800	\$ 98,965	\$ 50,870	\$ 21,475	\$ 55,030	\$ 98,965	\$ 50,870	\$ 21,475	\$ 55,030	\$ 98,965	\$ 50,870	\$ 21,475	\$ 55,030	\$ 98,965	\$ 50,870	\$ 21,475	\$ 55,030	\$ 1,280,140	\$ 1,207,795	\$ 1,229,270
Lite Construction	\$ 1,053,700	\$ 100,500	\$ 51,500	\$ 21,500	\$ 64,500	\$ 100,500	\$ 51,500	\$ 21,500	\$ 64,500	\$ 100,500	\$ 51,500	\$ 21,500	\$ 64,500	\$ 100,500	\$ 51,500	\$ 21,500	\$ 64,500	\$ 1,291,700	\$ 1,218,700	\$ 1,240,200
Construction Solutions	\$ 1,072,723	\$ 76,500	\$ 60,000	\$ 23,000	\$ 69,500	\$ 76,500	\$ 60,000	\$ 23,000	\$ 69,500	\$ 76,500	\$ 60,000	\$ 23,000	\$ 69,500	\$ 76,500	\$ 60,000	\$ 23,000	\$ 69,500	\$ 1,301,723	\$ 1,218,723	\$ 1,241,723
Chicagoland Building Conti	\$ 1,010,000	\$ 140,000	\$ 75,000	\$ 19,000	\$ 67,000	\$ 140,000	\$ 75,000	\$ 19,000	\$ 67,000	\$ 140,000	\$ 75,000	\$ 19,000	\$ 67,000	\$ 140,000	\$ 75,000	\$ 19,000	\$ 67,000	\$ 1,311,000	\$ 1,217,000	\$ 1,236,000
Manusos	\$ 1,051,000	\$ 145,100	\$ 63,800	\$ 38,150	\$ 60,700	\$ 145,100	\$ 63,800	\$ 38,150	\$ 60,700	\$ 145,100	\$ 63,800	\$ 38,150	\$ 60,700	\$ 145,100	\$ 63,800	\$ 38,150	\$ 60,700	\$ 1,358,750	\$ 1,256,800	\$ 1,294,950
LJ Morse	\$ 1,133,400	\$ 131,300	\$ 72,000	\$ 20,600	\$ 53,000	\$ 131,300	\$ 72,000	\$ 20,600	\$ 53,000	\$ 131,300	\$ 72,000	\$ 20,600	\$ 53,000	\$ 131,300	\$ 72,000	\$ 20,600	\$ 53,000	\$ 1,410,300	\$ 1,317,700	\$ 1,338,300
Stronghold Construction	\$ 1,346,923	\$ 138,588	\$ 59,809	\$ 22,440	\$ 65,450	\$ 138,588	\$ 59,809	\$ 22,440	\$ 65,450	\$ 138,588	\$ 59,809	\$ 22,440	\$ 65,450	\$ 138,588	\$ 59,809	\$ 22,440	\$ 65,450	\$ 1,633,210	\$ 1,550,961	\$ 1,573,401

FGM ARCHITECTS

January 21, 2013

Mr. Bob Ciserella
Glen Ellyn School District 41
793 North Main Street
Glen Ellyn, Illinois 60137

Re: Glen Ellyn School District 41
2013 Library Renovation at Hadley Junior High School
FGM #12-1499.04

Dear Bob:

Bids for the above referenced project were received, opened, and read aloud on January 15, 2013. Twelve (12) bids were received. A Copy of the bid tabulation is attached.

The Base Bid scope of work for this project included a substantial renovation to the existing Hadley Library, including complete interior demolition of the existing space, a new entry, a new floor plan and new mechanical, electrical and technology work. Alternate Bid A-1 pertained to a moveable wall system around the Demonstration Room, Alternate A-2 pertained to a new storefront replacing the exterior wall facing the courtyard, Alternate A-3 pertained to new flooring in selected areas throughout the entire school building and Alternate E-1 pertained to the audio-visual system in the large open area of the library.

ATP Enterprises Group, Inc. of Northfield, Illinois with a Base Bid of **\$777,000.00** is the apparent lowest bidder. ATP Enterprises Group, Inc.'s Base Bid of \$777,000.00 combined with their Alternates A-1, A-3 and E-1 bids of \$120,000.00, \$50,000.00 and \$30,000.00 respectively total **\$977,000.00** which is still the lowest apparent bid. We have reviewed the bid with ATP Enterprises Group, Inc. and they indicate their bid is complete and includes all work indicated in the contract documents. They indicated they can complete the work as scheduled.

ATP Enterprises Group Inc. references:

Each bidder was required to submit a list of at least five public school projects completed within the last five years with a minimum construction value of \$500,000.00. ATP has only been in business for one year and therefore, cannot provide the required experience. Five of the references/projects noted in the ATP submittal were contacted. The following is a brief summary of the findings:

1. Naperville Administration Building
 - a. **Not a public school facility**
 - b. \$425,000.00

- c. Anticipated substantial completion date: January 2013
 - d. Reference response: The Owner indicated that there were no issues with construction quality. The Architect of Record noted poor project management, poor document submittals, poor planning and poor site supervision. The Architect of Record would use this contractor again if time was not a constraint.
- 2. Lake County Battery Demo
 - a. **Not a public school facility**
 - b. \$560,000.00
 - c. Approximate completion date: Unknown
 - d. **Work performed as DTS Enterprises Inc., not ATP Enterprises Group Inc.**
 - e. Reference response: "no comment".
- 3. South Barrington Tennis Club
 - a. **Not a public school facility**
 - b. \$700,000.00
 - c. Approximate completion date: 2011
 - d. **Work performed as DTS Enterprises Inc., not ATP Enterprises Group Inc.**
 - e. Reference response: Noted problems on the project but not with the quality of the construction.
- 4. La Grange Village Hall Energy Efficiency project
 - a. **Not a public school facility**
 - b. \$750,000
 - c. Approximate completion date: 2012
 - d. **Work performed as DTS Enterprises Inc., not ATP Enterprises Group Inc.**
 - e. Reference response: The Owner would use the contractor again for the right project.
- 5. U-46 Elementary School Ceiling Renovation
 - a. Corridor ceiling renovation with HVAC work
 - b. \$99,000.00
 - c. Approximate completion date: summer 2012
 - d. Reference response: Completed the project but noted poor performance by the mechanical subcontractor.

Happ Builders, Inc. of Waukegan, Illinois with a Base Bid of **\$945,000.00** is the apparent second lowest responsible bidder. Happ Builders' Base Bid of \$ 945,000.00 combined with their Alternate A-1, A-3 and E-1 bids of \$90,000.00, \$37,000.00 and \$52,000.00 respectively total **\$1,124,000.00** which is still the second lowest responsive bid. We have reviewed the bid with Happ Builders and they indicate their bid is complete and includes all work as indicated in the proposed contract documents. They indicated they can complete the work as scheduled.

Happ Builders Inc. references:

Four of the references noted in the Happ submittal were contacted. The following is a brief summary of the findings:

1. SD 47, Crystal Lake, IL
 - a. \$1,260,374 - extensive renovation
 - b. Approximate completion date: 8/2012
 - c. Very Positive reference. The references indicated the work had been completed as scheduled, there were change orders for both unforeseen conditions and owner-generated changes (not contractor initiated), subcontractors were excellent and well-managed, and workmanship was excellent. The reference would definitely use this contractor again.
2. School District 90, River Forest, IL
 - a. \$2,724,000 - Life Safety and General Construction
 - b. Approximate completion date: 8/2012
 - c. Positive reference- this was second project for the district. One issue noted with a specific subcontractor. The reference would use this contractor again.
3. School District 218, Oak Lawn, IL
 - a. \$707,000.00
 - b. Approximate completion date: 8/2012
 - c. Positive reference- The references indicated the work had been completed as scheduled, there was one small change order (not contractor initiated), subcontractors were good and workmanship was good. The reference would definitely use this contractor again for a similar size project.
4. School District 204, LaGrange, IL
 - a. \$1,830,500.00 for two projects
 - b. Most recent completion date: 2011. Worked in the District for 5 years.
 - c. Positive reference- Performed under pressure to meet a tight schedule. Mechanical subcontractor was a disappointment. The reference would use this contractor again.

Conclusions:

ATP Enterprises Group Inc. has only one year of experience and the references provided by ATP Enterprises Group, Inc. included those for a separate company, DTS Enterprises Inc. References noted that projects were completed on time but only with supplemental outside management. All of the Happ Builders' references noted the work was completed on time and was well managed. Section 002115- Supplemental Instructions to Bidders (of the Project Manual), Article 5, Consideration of Bids, states:

5.2 REJECTION OF BIDS

5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure

and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors. Owner also reserves right to waive any informalities and irregularities in bidding.

The schedule to complete the work at Hadley Junior High is very aggressive and the work must be completed on time. The district must have this work completed in order for Hadley Junior High School to function properly and safely in August of 2013. Based on the responses from the references noted above we feel that the Board of Education, at their discretion, may wish to exercise their right to award the contract to the second lowest bidder, Happ Builders, Inc., for **\$1,124,000.00** (includes Base Bid and Alternates A-1, A-3 and E-1) based on the more positive references received for this bidder.

Should you have any questions, please feel free to contact me at 630.574.8704.

Sincerely,



Linda L. Lane, AIA, LEED AP BD+C
Senior Associate

Cc: File12-1499.04, 5.2
Ron Richardson, FGM