



Glen Ellyn School District 41: Ignite Passion. Inspire Excellence. Imagine Possibilities.

MINUTES

BOARD OF EDUCATION REGULAR MEETING

MARCH 24, 2014 - 7:30 PM

CENTRAL SERVICES OFFICE
793 NORTH MAIN STREET
GLEN ELLYN, IL 60137

Call to Order

Board President Sam Black called the March 24, 2014 Board Meeting to order at 7:30 p.m.

Pledge of Allegiance

Mr. Kenwood led in the recital of the Pledge of Allegiance.

Roll Call

Upon the roll being called, the following members answered present: Patrick Escalante, John Kenwood, Dean Elger, Joe Bochenski and Sam Black. Absent: Drew Ellis

Electronic Participation

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

Board members Elger moved and Escalante seconded to approve Mrs. Nelson's participation by phone in the board meeting. On a roll call vote answering "Aye: Kenwood, Elger, Bochenski, Escalante and Black; answering "Nay": None. Motion carried.

Public Participation

Mr. Black reminded members of the audience that speakers should identify themselves, complete a public participation form and limit their comments to not more than three minutes. Personal complaints and criticism about staff members, students or other members of the District 41 community should be initiated privately with the appropriate district representative. Also, profanity, interruption and/or other interference with the orderly conduct of the meeting are not permitted. All questions raised will be forwarded to the appropriate D41 staff representative for a response, if a response is warranted.

- Parent and Churchill PTA President Liz Vogel read a letter on behalf of the Churchill PTA voicing their support of the recently approved elementary additions and noting the "Phase I" work is a step in the right direction, but only partly addresses District facility needs. Upon project completion, Churchill and Abraham Lincoln will still have portables. This is an inequitable situation and places Churchill at a disadvantage, particularly because of its other challenges such as low income and ELL student populations. Churchill is the only District 41 school currently in Choice status. The PTA urged the Board to address Churchill's needs first in Phase 2. There is concern that the community

will not support a referendum if there are two schools without portables and the PTA communicated its expectation that if a referendum fails that the Board will restore parity among District 41 schools. A copy of the letter is attached.

(Attachment)

Presentations, Reports and Initiatives

PTA Executive Council President Kristen Massey provided the Board with the following update:

- Forest Glen "Choice Awards" drama production was a sold out show in which 175 kids participated.
- Churchill's High Interest Day, an annual event, included a range of activities as well as career-oriented sessions in which students participated.
- Churchill Social fundraiser was a huge success; the majority of proceeds will go to Churchill Cares.
- Hadley Theatre Arts Production of "The Little Mermaid, Jr." was fantastic and included participation by approximately 90 students.

Action Items

A. Consent Agenda: Board members Elger moved and Bochenski seconded to approve the reports and recommendations contained in the consent agenda which included:

1. Human Resources
 - a. Personnel Report (Attachment)
 1. Employment Recommendations
2. Finance, Facilities & Operations
 - a. Treasurer's Report
 - b. Investment Schedule
 - c. Monthly Revenue/Expenditure Summary Report
 - d. Summary of Bills & Payroll
 - e. School District Payment Order
 - f. Vandalism/Damage Report
 - g. Disposal of Surplus Property
 - h. 2013-2014 FOIA Report
3. Other Matters
 - a. Approval of Board Meeting Minutes
 1. March 10, 2014 Board of Education Regular Meeting
 2. March 10, 2014 Board of Education Regular Meeting-Closed Session

On a roll call vote answering "Aye": Escalante, Nelson, Elger, Bochenski, Kenwood and Black; answering "Nay": None. Motion carried.

B. Superintendent's Recommendations

1. Federick Quinn Corporation (FQC) Contract Agreement: The administration recommended approval of the FQC contract discussed by the Board on March 10, 2014 related to Phase 1 of the elementary school additions project. The contract specifies \$1,285,110 for construction-related services such as construction coordination and scheduling, review of bid documents, cost estimating, and allocation of construction activities among contractors.

(Attachment)

Mrs. Nelson asked that the Board be updated periodically on the project progress. Mr. Black noted the contract was reviewed by legal counsel and has been well vetted.

Board members Bochenski moved and Escalante seconded to approve the administration's recommendation as presented. On a roll call vote answering "Aye": Elger, Bochenski, Nelson, Kenwood, Escalante and Black; answering "Nay": None. Motion carried.

2. 2014 Elementary School Additions Funding Recommendation: At its March 10, 2014 meeting, the Board approved the Finance Committee's recommendation to pay for the estimated \$15

million elementary school additions project with a loan of \$7 million to be repaid over 15 years, reserve funds of approximately \$7 million, and approximately \$1 million from operating funds. The administration recommended approval and adoption of a resolution providing for an Installment Purchase Agreement in order to build and equip additional classrooms at the Franklin, Lincoln, Churchill and Forest Glen school buildings, authorizing the issuance of the District's General Obligation (Limited Tax) Debt Certificate, Series 2014, of said School District evidencing the rights to payment under said Agreement, and providing for the sale of Certificate.

Board members shared their perspectives on the recommendation. Below is a summary of their comments.

Mr. Kenwood said he would not support the resolution noting that borrowing money when it is not needed sends the wrong message. He added there is risk and many unknowns and the District may find that it can do more by waiting. Mr. Bochenski provided clarification on the borrowing and noted the District has an opportunity to modify the loan if needed. Mr. Elger acknowledged Mr. Kenwood's concern and said the reason he supports the recommendation is that funding is part of the Board's commitment to support Phase 1 of the elementary school additions project. Mr. Nelson said it makes sense to mitigate the risk now and noted the bids for the project came in under estimate and the Board should feel confident that FQC estimators are going to keep in front of the costs. Mrs. Nelson thanked the Finance Committee for their work. Mr. Escalante and Mr. Black reiterated their support for the Finance Committee's recommendation.

Board members Escalante moved and Bochenski seconded to approve administration's recommendation to adopt a Resolution Authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for School District 41, Du Page County, Illinois and for the issue of a \$7,000,000 General Obligation (Limited Tax) Debt Certificate, Series 2014, of said School District evidencing the rights to payment under said Agreement, and providing for the security for and means of payment under said Agreement of said Certificate. On a roll call vote answering "Aye": Bochenski, Nelson, Escalante, Elger and Black; answering "Nay": Kenwood. Motion carried.
(Attachment)

Superintendent's Report

Superintendent Dr. Paul Gordon reported District 41 will be hosting informational sessions for the community with Board of Education members on Wednesday, April 23, 7-8:30 p.m. and May 3, 8:30-10 a.m. The 90 minute sessions will be held in the Hadley Library Learning Center, 240 Hawthorne Boulevard in Glen Ellyn. Electronic sign up will be available to the community at large and the District will be reaching out to different organizations as well. It will be an opportunity to get multiple perspectives from parents and those who do not have students in our schools and bring people together to think about key issues differently. Participants will work in small table groups on topics such as 21st Century Learning, finances and facilities and community engagement.

Board members discussed their attendance at the sessions as it relates to compliance with the Open Meetings Act. Dr. Gordon said that he has contacted the District's legal counsel about the venue and asked for guidance on how to proceed.

Board Reports

- Mr. Escalante gave the Finance Committee Report on behalf of Chair Drew Ellis who was absent. At a meeting held earlier in the evening, the Committee discussed administrative recommendations for a Document Camera Rollout, Chromebooks for Hadley students and classroom furniture and asked for a strategic plan and/or regular updates on how technology is being used in District 41.
- Mr. Elger provided a report for the March 14, 2014 Policy Committee meeting and noted that its recommendations will be presented to the full Board for a first reading later in the meeting.
- Mr. Kenwood noted that Hadley went to state on orchestra and received a perfect score from all three judges.

- Mrs. Nelson thanked the directors of The Little Mermaid production; reported on the Supplemental Pay Committee meeting (deadline for proposals is April 28 and next meeting is May 5); attended Churchill's PTA meeting (good input on facilities and Phase 2).
- Mr. Black reported on his attendance at the CIT meeting. The group's discussion focused on the benchmarking study that was just completed. The task of each breakout group was to find a comparable school district. Overall, the group felt that D41 schools match up.
- Mr. Bochenski attended Hadley PTA on March 11, 2014 where much of the discussion was focused on PARCC testing. Mr. Bochenski also reported that six Hadley wrestlers qualified for state and reiterated earlier comments about Hadley's The Little Mermaid production.

Discussion Items

- A. Copier Refresh: Director of Technology Mike Wood presented the administration's recommendation to approve the acquisition of 16 copiers as part of a normal refresh cycle. The District's lease on its 16 copiers expires in August and the recommendation is for a new lease with Konica, including service and supplies, for a total over the course of the three-year lease of \$390,750 as outlined on the attached.

(Attachment)

The Board discussed the administration's rationale for recommending Konica over COGAT since COGAT's bid came in lower. Mr. Wood said that while the bid from Konica was slightly higher, their quality and service is superior. The Board expects to take action on the matter at its April 14, 2014 meeting.

- B. iPad Refresh: Mr. Wood presented the administration's recommendation to approve the District's lease of 140 iPads at the elementary schools. The current lease expires in July and the recommendation is to replace the iPads with current models at a cost over the three-year lease of \$64,272 (apps will be transferred from the old units to the new ones). The District intends to purchase protective cases for the units for a total approximate cost of \$2,100. The Board expects to take action on these recommendations at the April 14, 2014 meeting.
- C. Board Policy Revisions: Dr. Gordon provided a summary of the recommended revisions discussed at the March 14 Policy Committee meeting and outlined below.

IASB PRESS UPDATES

POLICY	TITLE	PRESS RECOMMENDATION
2.190	Mailing Lists for Receiving Board Materials	Delete
3.60	Administrative Responsibility of the Building Principals	Updated to comply with evaluation training
4.15	Identity Protection	Updated in response to legislation and additional clarity in text
4.110	Transportation	Updated in response to legislation and additional clarity in text
4.170	Safety	Mandatory law enforcement drills & moveable soccer goal laws
5.10	Equal Employment Opportunity and Minority Recruitment	Updated in response to legislation
5.20	Workplace Harassment	Updated in response to legislation
5.30	Hiring Process and Criteria	Updated in response to legislation
5.50	Drug and Alcohol-Free Workplace, Tobacco Prohibitions	Add "Tobacco" to the title

5.90	Abused and Neglected Child Reporting	Substantial updates in response to policy by the US Dept. of Education
5.120	Ethics and Conduct	Includes reference to Code of Ethics for Illinois Educators
5.200	Terms and Conditions of Employment and Dismissal	Reference updates only
5.260	Student Teachers	Updated in response to legislation
5.285	Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers	Updated in response to legislation; language change
5.330	Sick Days, Vacation, Holidays and Leaves	Updated with minor revisions
6.50	School Wellness	Includes language in curriculum needed to comply with Healthy Hunger-Free Act
6.60	Curriculum Content	Age-appropriate sexual abuse and assault awareness and prevention education in all grades
6.110	Programs for Students at Risk of Academic Failure and/or Dropping Out of School	Updated in response to legislation
6.190	Extracurricular and Co-curricular Activities	Cross references updated in response to legislation
6.240	Field Trips	Language added related to privately arranged trips
6.250	Community Resource Persons and Volunteers	Reporting requirement of hazing for coaches and volunteers
6.280	Grading and Promotion	Reference updates only
7.70	Attendance and Truancy	Substantial updates and language clarity
7.100	Health, Eye, and Dental Examinations Immunizations; and Exclusion of Students	Updated in response to legislation
7.185	Teen Dating /violence Prohibited	New policy to comply with legislation; Required curriculum for Grade 7-8
7.185E	Memo to Parents/Guardians regarding Teen Dating Violence	New exhibit to comply with legislation; Required curriculum for Grade 7-8
7.305	Student Athlete Concussions and Head Injuries	New to D41 -in order to be in compliance with legislation
7.305AP	Student Athlete Concussions and Head Injuries	New to D41 -in order to be in compliance with legislation
8.20	Community Use of School Facilities	Language changes related to the time and fees outside groups use District facilities, including a fee scheduled approved annually by the Board
8.30	Visitors to and Conduct on School Property	Policy text change; updated to reflect medical marijuana and firearm prohibition

MISCELLANEOUS UPDATES

POLICY	TITLE	RECOMMENDATION
5:60	Professional Development and Travel Related Expenses	Language changes related to pre-authorization for reimbursement
5:60AP	Professional Development and Travel Related Expenses	Language changes to tighten our processes and procedures and clarify language around the lines of authorization
5:60E	Check Request	Delete

5:60E1	Professional Development Activity Request Form	Delete and Replace with Pre-authorization Professional Development Request and Travel Expense Form
5:60E2	District P-Card Monthly Reconciliation	Delete and Replace with Post Professional Development and Travel Reimbursement Form
5:60E3	Glen Ellyn School District Expense Report	Delete
6:210AP	Supplemental Materials Selection	New to D41 in response to the Board's interest in developing a procedure around the selection of supplemental materials and balancing choice and parental consent
6:210E1	Hadley Parent Letter	New
6:210E2	Art of Choosing a Book	New
6:210E3	Reconsideration Form	New

Board discussion focused on:

5:50 (Drug and Alcohol Free Workplace, Tobacco Prohibitions): Mr. Kenwood asked for clarification on the changes and suggested they may be difficult to enforce.

5:60 (Professional Development and Travel Related Expenses): The Board urged the district to use technology in any way possible to help the flow through of the new processes.

5:90 (Abused and Neglected Child Reporting) Board members were reminded of their responsibility as mandated reporters.

6:210AP (Supplemental Materials Selection) The administrative procedure creates a more robust process and puts the responsibility on the PLC Team to review, vet and determine appropriate materials. Multiple levels have been created for resolution before ever reaching the Board. It is important to allow teachers to use their professional judgment and put the responsibility back on the parents. Mr. Black's concern is that it does not address the supplemental materials that are already in the classrooms and have not been vetted.

7:305 (Student Athlete Concussions and Head Injuries): There was discussion around the meaning, monitoring and enforceability of the policy and procedure. Coaches need to be trained and parents educated.

Upcoming Meetings

- April 14, 2014 Board of Education Regular Meeting, 7:30 p.m., Central Services
- April 28, 2014 Board of Education Regular Meeting, 7:30 p.m., Central Services

Other

Mrs. Nelson reported on the following matters:

- Art Smart is back at Churchill School and is aligned with STEAM so that there is additional infusion of art into math.
- Hadley Graduation is tentatively scheduled for June 10, 7:30 p.m., Glenbard West, contingent upon weather or any other emergency.

Public Participation

There was no public participation at this time.

Adjourn to Closed Session

At 9:10 p.m. Board members Elger moved and Bochenski seconded to adjourn to closed session to discuss:

- *Collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.*

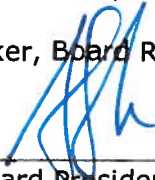
On a roll call vote answering "Aye": Nelson, Escalante, Bochenski, Kenwood, Elger and Black; answering "Nay": None. Motion carried.

Adjournment

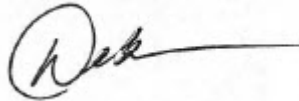
There being no further business, Board members Kenwood moved and Escalante seconded to adjourn the March 24, 2014 meeting at 9:54 p.m. Motion carried on a unanimous voice vote.

Respectfully submitted,

Maureen Stecker, Board Recording Secretary



Sam Black, Board President



Dean Elger, Board Secretary

Minutes approved: March 24, 2014

Churchill Elementary PTA
240 Geneva Rd
Glen Ellyn, IL 60137

March 24, 2014

District 41 Board of Education and Dr. Paul Gordon
793 N. Main St.
Glen Ellyn, IL 60137

Dear D41 BOE members and Dr. Gordon:

As representatives of Churchill PTA, we would like to voice our support for the recently approved elementary school additions. Although the Phase I plan only partly addresses our critical facility needs at Churchill, we believe it is a step in the right direction. Furthermore, we think it is wise to use District reserves to begin the work before asking for more taxpayer money, in part because it shows that we have learned from the referenda failures in neighboring districts. We are disappointed that Churchill will be one of the last to benefit from the Phase I plan, especially considering that our school building is among the most crowded in the district. However, we understand that the characteristics of the individual school sites have dictated the order of the Phase I plan.

Upon the completion of Phase I, Churchill and Lincoln will still have portable classrooms, and Ben Franklin and Forest Glen will have no portables. It is obvious to us that this is an inequitable situation which poses disadvantage to our Churchill community. In addition to becoming below-parity in our facilities, Churchill also has many other challenges, including:

- A low income percentage of over 40%, which broadly impacts the school's academic and social environment
- A large and highly-fragmented ELL population, with many valid but resource-consuming needs
- Our status as the only Choice school in the district, in part the result of this district's decision to concentrate all Title I funds at Churchill. While we understand the pragmatism of wanting to take full advantage of Title I funds while only subjecting one school to NCLB's punitive progressive actions, it has isolated Churchill as the only Choice school in D41. There is no doubt that the stigma of being a Choice school would be far less if the other schools in the district that qualify for Title I also shared our status. Every resident within Churchill's boundaries has seen a negative effect on property values as a result of this stigma, the combined loss of which has to dwarf the Title I funds received by the district.

When the facility disadvantages are added to the other Churchill challenges, the result is a widening gap of inequity across the elementary schools in D41, which is unfair to Churchill taxpayers, and most importantly, can hinder Churchill students.

Despite or perhaps because of these challenges, Churchill parents consistently have been some of the strongest supporters of District initiatives. We understand that a referendum is likely required to complete the facility work, and we intend to strongly support that effort. Our expectation is, given the inequity across schools at the end of Phase I, that Churchill's needs will be among the first addressed in a Phase II plan, and there will be no additional facility improvements at the schools without portables before our portables are removed. However, we are concerned that the two schools with no portables after Phase I will not have the same incentive to support a referendum, which makes the uphill battle of passing a tax-raising referendum in Glen Ellyn even more difficult. So, thinking through the scenarios, we want to communicate our strong expectation that, should a referendum be rejected by the voters, the Board of Education will immediately identify and implement solutions to restore facility parity across the elementary schools. Restoring parity in facilities through successful referendum or alternative solutions is the Board's and District's obligation, it is our right as taxpayers, and it is the fair thing to do for Churchill's students.

Respectfully,

Churchill PTA Officers:

Liz Vogel - President

Wendy Garland - 1st VP

Mia Koslow - 2nd VP

Patty Maleczka - VP of Technology

Renee Blew - Secretary

Kelly Hane - Treasurer

Glen Ellyn School District #41 Board Report

Date: March 24, 2014

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 Recommendation:

Name	School	Position	Placement /Salary	Effective Date
Goronkin, Heather	Forest Glen	Lunchroom/Playground Supervisor	\$20.00 per hour	April 07, 2014

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

**Finance, Facilities
and Operations
Financial
Attachments**

**Board Meeting
March 24, 2014**

Glen Ellyn School District 41

**Period Ending:
February 28, 2014**

Draft Until Approved

**Finance, Facilities, and Operations
Consent Agenda Items**

March 24, 2014

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- (c) Monthly Revenue/Expenditure Summary Report
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- (f) Vandalism/Damage Report
- (g) Disposal of Surplus Property
- (h) 2013-2014 FOIA Report

Glen Ellyn School District 41
Treasurer's Report
February 2014

FUND	FUND BALANCE 1/31/2014	CASH BAL. 1/31/2014	REVENUE	EXPENDITURES	INVESTMENTS (Increase) Decrease	LIABILITIES (Increase) Decrease	CASH BAL. 2/28/2014	INVESTMENTS AT COST	CASH + INVESTMENTS	LIABILITIES - RECEIVABLE (YTD)	FUND BALANCE 2/28/2014
Education	\$ 28,425,353.70	\$ 3,009,551.71	\$ 221,905.85	\$ 3,427,458.46	\$ 615,460.15	\$ 432,408.10	\$ 918,567.88	\$ 23,858,630.96	\$ 24,777,198.84	\$ (559,016.04)	\$ 25,336,214.88
Self-Insurance Dental	211,671.01	211,671.01	-	-	-	-	211,671.01	-	211,671.01	-	211,671.01
Operations and Maintenance	2,207,382.04	8,444.46	-	518,083.67	509,800.00	-	160.79	1,693,317.58	1,693,478.37	4,180.03	1,689,288.34
Debt Service	470,189.78	384.28	173.03	(160,000.00)	(173.03)	-	160,384.28	469,978.53	630,362.81	-	630,362.81
Transportation	841,875.58	135,142.15	3,059.50	115,680.38	-	-	22,521.27	706,733.43	729,254.70	-	729,254.70
Social Security	629,745.21	1,350.33	-	56,159.18	55,000.00	(3.38)	187.77	574,350.73	574,538.50	952.47	573,586.03
IMRF	511,170.25	1,411.50	-	45,414.22	45,000.00	(132.28)	865.00	463,516.22	464,381.22	(1,374.81)	465,756.03
Capital Projects	87,333.00	37,230.70	-	-	-	-	37,230.70	50,102.30	87,333.00	-	87,333.00
Working Cash	3,302,442.70	52.14	-	-	-	-	52.14	3,302,390.56	3,302,442.70	-	3,302,442.70
Tot	6,121.36	73.48	-	-	-	-	73.48	6,047.88	6,121.36	-	6,121.36
Totals	\$ 36,693,284.63	\$ 3,405,311.76	\$ 225,138.38	\$ 4,002,795.91	\$ 1,225,087.12	\$ 432,272.44	\$ 1,351,714.32	\$ 31,125,068.19	\$ 32,476,782.51	\$ (555,258.35)	\$ 33,032,040.86

Glen Ellyn School District 41
Investment Schedule
February 2014

Identifier	Certificate #	Issue Date	Maturity Date	#of Days	Amount	Rate	Interest	Type
Education Fund - 10								
PMA	30422	9/3/2013	03/06/14		249,121.56	0.102%	246.95	CD
PMA	187017	6/21/2013	03/19/14	365	250,000.00	0.140%	259.86	CD
PMA	189945	9/6/2013	03/24/14	199	1,450,000.00	0.100%	790.55	TS
PMA	29749	06/19/13	03/26/14	280	249,297.67	0.140%	160.35	CD
PMA	187040	06/21/13	04/11/14	294	2,700,000.00	0.160%	3,479.67	TS
PMA	1693631	06/14/13	04/11/14	301	3,806,543.78	0.140%	4,144.67	CD
PMA	22599	09/03/13	04/14/14	223	249,800.00	0.130%	198.41	CD
PMA	21851	09/03/13	04/14/14	223	249,600.00	0.243%	369.80	CD
PMA	33646	09/03/13	04/14/14	223	249,700.00	0.170%	259.35	CD
PMA	33653	09/03/13	04/14/14	223	249,800.00	0.106%	162.16	CD
PMA	1693620	06/14/13	05/22/14	342	1,240,000.00	0.160%	1,484.42	CD
PMA	1689746	06/06/13	06/12/14	371	2,190,000.00	0.180%	3,572.19	CD
PMA	29631/29628	06/12/13	06/12/14	365	498,347.97	0.180%	1,245.00	CD
PMA	29752	06/19/13	06/25/14	371	148,367.22	0.401%	604.76	CD
PMA	187085	06/27/13	06/26/14	364	1,000,000.00	0.210%	1,794.97	CD
PMA	1688854	06/04/13	06/27/14	388	1,495,500.00	0.240%	3,827.67	CD
PMA	186828-186830	06/19/13	06/27/14	373	747,500.00	0.180%	1,381.63	CD
PMA	29751	06/19/13	07/28/14	404	100,000.00	0.200%	270.41	CD
PMA	186818-186826	06/19/13	07/30/14	406	562,000.00	0.210%	1,370.44	CD
IPTIP	10.A.904.1810				1,424,658.90			
ISDLAF	10.A.902.1810				4,748,393.86			
Total Education Fund:					23,858,630.96	0.179%	25,623.26	
Operations and Maintenance Fund - 20								
PMA	187017	06/21/13	03/19/14	271	750,000.00	0.140%	779.60	TS
PMA	29750	06/19/13	03/21/14	275	249,130.24	0.200%	496.64	CD
PMA	1693631	06/14/13	04/11/14	301	200,000.00	0.140%	231.00	CD
PMA	1693620	06/14/13	05/22/14	342	200,000.00	0.160%	299.76	CD
PMA	1689746	06/06/13	06/12/14	371	200,000.00	0.180%	359.01	CD
IPTIP	20.A.904.1810				87,805.67			
ISDLAF	20.A.902.1810				6,381.67			
					1,693,317.58	0.164%	2,166.01	
Debt Service Fund - 30								
PMA	29751	06/19/13	07/28/14	404	149,134.52	0.200%	403.25	CD
IPTIP	30.A.904.1810				164,670.98			
ISDLAF	30.A.902.1810				156,173.03			
Total Debt Service Fund:					469,978.53	0.200%	403.25	
Transportation Fund - 40								
PMA	187085	06/27/13	06/26/14	364	350,000.00	0.210%	628.37	CD
PMA	186827	06/19/13	07/14/14	390	249,000.00	0.190%	523.45	CD
IPTIP	40.A.904.1810				-			
ISDLAF	40.A.902.1810				107,733.43			
Total Transportation Fund:					706,733.43	0.200%	1,151.82	
Social Security Fund - 50								
PMA	1693631	06/14/13	04/11/14	301	60,000.00	0.140%	69.11	CD
PMA	1693620	06/14/13	05/22/14	342	60,000.00	0.160%	89.95	CD
PMA	1689746	06/06/13	06/12/14	371	60,000.00	0.180%	107.70	CD
PMA	29752	06/19/13	06/25/14	371	100,000.00	0.401%	407.56	CD
PMA	186818 - 186826	06/19/13	07/30/14	406	50,000.00	0.210%	122.07	CD
IPTIP	50.A.904.1810				161,105.98			
ISDLAF	50.A.902.1810				83,244.75			
Total Social Security Fund:					574,350.73	0.218%	796.39	

February 2014

Identifier	Certificate #	Issue Date	Maturity Date	#of Days	Amount	Rate	Interest	Type
Municipal Retirement Fund - 51								
PMA	1693631	06/14/13	04/11/14	301	33,456.22	0.140%	57.75	CD
PMA	1693620	06/14/13	05/22/14	342	-	0.160%	74.88	CD
PMA	1689746	06/06/13	06/12/14	371	50,000.00	0.180%	89.75	CD
PMA	186818 - 186826	06/19/13	07/30/14	406	50,000.00	0.210%	122.07	CD
IPTIP	60.A.904.1810				275,060.00			
ISDLAF	60.A.902.1810				55,000.00			
Total Municipal Retirement Fund					463,516.22	0.173%	344.45	
Capital Improvements Fund - 60								
IPTIP	70.A.904.1810							
ISDLAF	70.A.902.1810				50,102.30	0.200%		
Total Capital Improvements Fund:					50,102.30	0.200%	6.03	
Working Cash - 70								
WBT	898010433	09/21/13	09/21/14	365	1,004,000.00	0.250%	2,500.00	MM
WBT	5010023212	01/29/13	01/29/14	365	1,204,206.97	0.350%	4,214.72	CD
PMA	186818 - 186826	06/19/13	07/30/14	406	1,082,000.00	0.210%	2,638.79	CD
IPTIP	70.A.904.1810				4,742.30			
ISDLAF	70.A.902.1810				7,441.29			
Total Working Cash fund:					3,302,390.56	0.270%	9,353.51	
TORT Fund - 80								
IPTIP	80.A.904.1810				-			
ISDLAF	80.A.902.1810				6,047.88			
Total Tort Fund:					6,047.88			
Total Current Operating Funds Investments					31,125,068.19			

Total Investment Interest Due	38,348.45
--------------------------------------	------------------

Average Portfolio Yield		0.181%
Account Balances		
(US BANK)	IPTIP Monthly Average Rate	2,118,043.83
(PMA)	ISDLAF Monthly Average Rates:	0.027%
	Liquid Class	3,825,579.92
	Max Class	1,394,938.29
		0.010%
		0.040%

Note: CB in the "Identifier" column denotes Community Bank
 GEBT in the "Identifier" column denotes Glen Eilyn Bank & Trust
 MB in the "Identifier" column denotes MB Financial Bank
 PMA in the "Identifier" column denotes PMA/ISDLAF
 WBT in the "Identifier" column denotes Wheaton Bank & Trust

Note: CD in the "Type" column denotes Certificate of Deposit
 CP in the "Type" column denotes Commercial Paper
 TN in the "Type" column denotes Treasury Notes
 TS in the "Type" column denotes Term Series
 FHLB in the "Type" column denotes Federal Home Loan Bank Note
 FNMA in the "Type" column denotes Federal Natl Mortgage Assn Note
 FHLMC in the "Type" column denotes Federal Home Loan Mortgage Corporation Note
 MM in the "Type" column denotes Money Market Account



Glen Ellyn School District 41: Ignite Passion. Inspire Excellence. Imagine

Monthly Revenue/Expenditure Summary Report Overview February 2014

Revenues:

With interfund transfers removed from the percent calculation, overall district revenues are approximately the same as last fiscal period from a year ago. To date, revenues are greater in the areas of property taxes and personal property taxes, state and federal aid. The district has received less in tuition, student fees, interest and food service revenue.

Expenditures:

Excluding interfund transfers from the percent calculation, overall expenditures are approximately 2.23% greater than a year ago. Expenditures are greater primarily in the areas of salaries, benefits, purchased services, capital outlay and tuition.

*We make a difference. We embrace change together. We are a true team of professionals.
We build the future.*

Superintendent Dr. Paul Gordon
Glen Ellyn School District 41
793 N. Main St., Glen Ellyn, IL 60137
Phone 630.790.6400 Fax 630.790.1867 www.d41.org

Glen Ellyn School District 41
Monthly Revenue/Expenditure Summary Report
February 2014

Revenues

Function	Category	MTD Received	YTD Received	Revenue Budget	To Be Received	YTD % Received	Prior Year % Rec'd
1100	Property Taxes	-	22,205,919.30	43,189,574.00	20,983,654.70	51.41%	51.01%
1200	Personal Property Taxes	-	595,516.67	927,530.00	332,013.33	64.20%	58.24%
1300	Tuition	23,071.99	48,053.00	289,535.00	241,482.00	16.60%	78.41%
1400	Field Trip/Bus Fees	3,059.50	17,409.81	30,500.00	13,090.19	57.08%	24.29%
1500	Interest Earnings	4,341.05	20,291.82	111,500.00	91,208.18	18.20%	17.61%
1600	Food Services	29,851.01	223,818.89	715,150.00	491,331.11	31.30%	142.92%
1700	Student Fees	4,778.53	322,602.69	402,200.00	79,597.31	80.21%	66.55%
1900	Donations/Misc Revenue	36.59	86,558.47	111,500.00	24,941.53	77.63%	95.05%
3000	Unrestricted State Funds	120,762.30	845,348.86	1,200,800.00	355,451.14	70.40%	60.84%
3100	Restricted State Funds	796.45	1,007,202.95	1,993,275.00	986,072.05	50.53%	49.33%
4000	Federal Funds	38,440.96	511,187.16	754,291.00	243,103.84	67.77%	88.47%
7000	Fund Transfers	-	318,000.00	318,000.00	-	100.00%	229.99%
Grand Total	All Funds	225,138.38	26,201,909.62	50,043,855.00	23,841,945.38	52.36%	53.56%

Expenditures

Object	MTD Expended	YTD Expended	YTD Encumbrances	Expenditure Budget	Budget Available	YTD % Expended	Prior Year % Exp'd
100	2,392,658.69	15,216,529.68	-	28,964,996.00	13,748,466.32	52.53%	52.42%
200	478,713.95	3,124,464.19	-	5,468,917.00	2,344,452.81	57.13%	55.20%
300	723,609.07	4,673,007.96	51,436.95	5,861,409.97	1,136,965.06	79.72%	69.45%
400	123,706.99	1,610,169.95	120,901.28	2,734,437.03	1,003,365.80	58.88%	61.79%
500	63,488.99	1,628,833.78	37,312.01	1,818,568.00	152,422.21	89.57%	81.41%
600	4,896.37	65,545.82	-	86,720.00	21,174.18	75.58%	72.33%
600	(160,000.00)	2,840,000.00	-	2,840,000.00	-	100.00%	100.00%
600	375,721.85	1,802,655.80	-	1,800,000.00	(2,655.80)	100.15%	90.61%
Grand Total	4,002,795.91	31,279,207.18	209,650.24	49,893,048.00	18,404,190.58	62.69%	61.18%

**Glen Ellyn School District 41
Summary of Bills and Payroll
February, 2014**

<u>FUND</u>	<u>OTHER EXPENDITURES</u>	<u>GROSS PAYROLL</u>	<u>TOTAL EXPENDITURES</u>
Education	\$ 1,043,586.57	\$ 2,383,871.89	\$ 3,427,458.46
Self-Insurance Dental	\$ -	\$ -	\$ -
Operations & Maintenance	\$ 518,083.67	\$ -	\$ 518,083.67
Debt Service	\$ -	\$ -	\$ -
Transportation	\$ 115,680.38	\$ -	\$ 115,680.38
Social Security	\$ 56,159.18	\$ -	\$ 56,159.18
IMRF	\$ 45,414.22	\$ -	\$ 45,414.22
Capital Projects	\$ -	\$ -	
Working Cash	\$ -	\$ -	
Tort	\$ -	\$ -	\$ -
TOTAL	<u>\$ 1,778,924.02</u>	<u>\$ 2,383,871.89</u>	<u>\$ 4,162,795.91</u>



Glen Ellyn School District 41: Ignite Passion. Inspire Excellence. Imagine Possibilities.

School District Payment Order

The Treasurer, Robert J. Ciserella, of Glen Ellyn School District 41 in DuPage County, shall pay to the order of the attached list of vendors the sum of \$967,289.88 for February accounts payable and payroll liability checks and the sum of \$1,196,618.26 for March interim accounts payable and payroll liability checks.

This order authorizes the Treasurer to pay Board-approved bills before the meeting minutes are officially approved.

By order of the School Board of Glen Ellyn District 41.

Order Date: March 24, 2014

President

Secretary

We make a difference. We embrace change together. We are a true team of professionals. We build the future.

Superintendent Dr. Paul Gordon
Glen Ellyn School District 41
793 N. Main St., Glen Ellyn, IL 60137
Phone 630.790.6400 Fax 630.790.1867 www.d41.org

CHECK		CHECK		INVOICE	
DATE	NUMBER	VENDOR	AMOUNT	DESCRIPTION	
02/21/2014	17264	RAPID RIBBONS	-272.74	Ribbons for 40th Hadley Invite Track Meet.	
02/20/2014	17293	ICE CONFERENCE	875.00	Multiple Invoices	
02/20/2014	17294	NCTM	690.00	Multiple Invoices	
02/27/2014	17295	24 HOURS TUTORING LL	621.00	BALANCE DUE December billing SES Services Invoice# GESD 41-DEC-0369 (balance due)	
02/27/2014	17296	A RELIABLE PRINTING	103.00	2/26/2014 school supplies	
02/27/2014	17297	ADKINS, BRIDGET	112.84	GEEA Dues withdrawn in Error August 15, 2014 and august 30, 2014	
02/27/2014	17298	ADKINS, GERALDINE	12.96	Lunch for SIOP Trainer	
02/27/2014	17299	AMERICAN TAXI DISPAT	10,418.00	TRANSPORTATION 1/6-1/31	
02/27/2014	17300	ANDERSON'S BOOKSHOP	322.93	Multiple Invoices	
02/27/2014	17301	APPLE COMPUTER	3,790.00	i-Pad minis for Special Education Students Jen Law	
02/27/2014	17302	ARMBRUST PLUMBING IN	928.03	Repairs for frozen RPZ and water meter at BF	
02/27/2014	17303	ATLAS PEN & PENCIL,	78.50	pencils for Monarch Award Voting Day	
02/27/2014	17304	BERNARDIN, RACHEL	119.82	GEEA Dues withdrawn in Error	
02/27/2014	17305	BOOKSTORE LTD, THE	14.78	book order	
02/27/2014	17306	BRITTON, HEATHER	367.50	Heather Britton Homeless Liaison (December January 27 - Feb 11 2014)	
02/27/2014	17307	BUSINESS SOLVER	84.00	February Service Fees - Ancillary Plan Services PEPM - non EBC sponsored lines of coverage.	
02/27/2014	17308	CALL ONE	6,292.09	PHONE SERVICE 1/15-2/15/14	
02/27/2014	17309	CAPSTONE PRESS	969.65	ebooks CAPSTONE	
02/27/2014	17310	CENTER FOR APPLIED L	16,523.00	Multiple Invoices	
02/27/2014	17311	CLASSROOM DIRECT	58.70	Classroom Supplies	
02/27/2014	17312	COMMONWEALTH EDISON	100.94	CH ELECT 1/14-2/13/14	
02/27/2014	17313	CORRECT ELECTRIC	4,830.00	Time and material for summer work at all schools, including low voltage work in LLC installing SMART Boards and computer wiring.	
02/27/2014	17314	CROWN CENTER, ROBERT	1,050.00	Robert Crown Churchill April 2014	
02/27/2014	17315	CULLIGAN WATER CONDI	110.00	CONSOLE RENTAL JAN	
02/27/2014	17316	DAILY HERALD	34.00	SUBSCRIPTION 2/22/14-3/21/14	
02/27/2014	17317	DP SYSTEMS INC	2,939.01	Air filter replacements for all facilities	
02/27/2014	17318	DUPAGE ROE	1,650.00	JANUARY PARTNERS FOR SUCCESS	
02/27/2014	17319	DUPAGE SECURITY SOLU	288.20	Multiple Invoices	
02/27/2014	17320	ECOLAB EQUIPMENT CO	758.57	Multiple Invoices	
02/27/2014	17321	FGM ARCHITECTS-ENGIN	345,121.38	Multiple Invoices	
02/27/2014	17322	FIRM SYSTEMS	1,347.00	Multiple Invoices	
02/27/2014	17323	GIANT STEPS	8,698.20	March tuition for [REDACTED] Invoice #041-0314E	
02/27/2014	17324	HAL LEONARD CORP	195.00	Music Express Magazine	
02/27/2014	17325	HEARTLAND BUSINESS S	61.00	Replacement Laptop Battery Charger	
02/27/2014	17326	HEINEMANN	120.45	Multiple Invoices	

CHECK	CHECK		INVOICE
DATE	NUMBER	VENDOR	DESCRIPTION
02/27/2014	17327	ICE CONFERENCE	250.00 ICE Conference Registration Fee - Cecilia White - 2-27-14 and 2-28-14
02/27/2014	17328	IGNACIO, RYAN	250.00 Reimbursement of classroom supplies - R. Ignacio
02/27/2014	17329	ILL DIR EMPLOY SEC	21,486.50 Statement of amount due for benefits paid. (Unemployment insurance) I.D.E.S. - IL Dept. of Employment Security Total Current Quarter Charges: \$21,486.50
02/27/2014	17330	KAGAN & GAINES INC	100.00 Multiple Invoices
02/27/2014	17331	KELLY SERVICES	2,240.84 Multiple Invoices
02/27/2014	17332	KIDS DISCOVER	47.40 Kids Discover
02/27/2014	17333	LITTLE FRIENDS INC	4,731.48 March Tuition for Invoice #132153
02/27/2014	17334	MCCAFFREY, NANCY	128.00 GEEA Dues withdrawn in Error August 15, 2013 and August 30, 2013
02/27/2014	17335	METRO PROFESSIONAL P	1,703.96 Multiple Invoices
02/27/2014	17336	MUSIC IN MOTION	237.16 Supplies for Music Programs
02/27/2014	17337	MUSIC TREASURES	37.49 Chorus Incentives
02/27/2014	17338	MUYA, DADIRI	25.00 Translating
02/27/2014	17339	NORTHERN ILLINOIS GA	1,084.85 Multiple Invoices
02/27/2014	17340	OFFICE DEPOT	1,533.87 Multiple Invoices
02/27/2014	17341	ORIENTAL TRADING CO	57.49 health office supplies
02/27/2014	17342	ORKIN LLC	1,537.00 Multiple Invoices
02/27/2014	17344	PALADIUM ENTERPRISES	9,569.00 Multiple Invoices
02/27/2014	17345	PEPPER, J W & SONS	1,101.08 Multiple Invoices
02/27/2014	17346	PYONE, CHO	681.25 Translating
02/27/2014	17347	RANDALL INDUSTRIES	283.00 Annual inspection required by OSHA for 1-man lift
02/27/2014	17348	RENTAL MAX LLC	314.54 RENTAL TABLES
02/27/2014	17349	ROSCOE CO	103.77 2/19 MOP SERV
02/27/2014	17350	ROUDEBUSH NELSON, AM	106.18 GEEA Dues withdrawn in Error August 15, 2013 and August 30, 2013
02/27/2014	17351	SCHOOL SPECIALTY	281.74 Multiple Invoices
02/27/2014	17352	SECURITY LATCH	153.85 DOUBLE DOOR LATCH
02/27/2014	17353	SOLIAANT HEALTH	3,654.00 Multiple Invoices
02/27/2014	17354	SOUND INC	419.00 FG 1/22 SERV CALL
02/27/2014	17355	SPINOSA, VINCE	60.00 V-ball ref 2/11/14
02/27/2014	17356	STAPLES ADVANTAGE	1,204.71 Multiple Invoices
02/27/2014	17357	SWEETWATER	371.92 Multiple Invoices
02/27/2014	17358	TIGERDIRECT.COM	2,093.72 Multiple Invoices
02/27/2014	17359	TOWNTEES	1,613.65 Wrestling warm-ups
02/27/2014	17360	TRANSLATION SMART	80.00 Translating flyer
02/27/2014	17361	WAGNER, AMY	113.62 2/24/2014 classroom supplies reimbursement
02/27/2014	17362	WENGER CORP	27,952.00 Instrument storage cabinets
02/27/2014	17363	WEST MUSIC CO	172.95 Materials from West Music. Game Plan Grade 1 book.
02/27/2014	17364	WITTTLER, CHERYL	60.00 V-ball ref 2/14/14
02/28/2014	17365	AFLAC	49.46 Multiple Invoices
02/28/2014	17366	AFSCME	2,149.98 Multiple Invoices
02/28/2014	17367	GC SERVICES, L.P.	255.25 Payroll accrual

CHECK		CHECK	INVOICE	
DATE	NUMBER	VENDOR	AMOUNT	DESCRIPTION
02/28/2014	17368	SDU	1,092.09	Payroll accrual
02/28/2014	17369	TOM VAUGHN, CHAPTER	282.50	Payroll accrual
02/11/2014	201300522	ILL MUNICIPAL RETIRE	64,388.50	Multiple Invoices
02/28/2014	201300523	ILLINOIS DEPT OF REV	48,616.09	Multiple Invoices
02/28/2014	201300524	INTERNAL REV SERVICE	186,709.57	Multiple Invoices
02/28/2014	201300525	T H I S	16,672.58	Multiple Invoices
02/28/2014	201300526	TEACHERS RETIREMENT	99,415.03	Multiple Invoices
02/28/2014	201300527	ILLINOIS EDUC ASSOC	56.75	Payroll accrual
02/28/2014	201300528	CPI QUALIFIED PLAN C	34,929.15	Multiple Invoices
02/28/2014	201300529	WAGEWORKS	5,276.79	Multiple Invoices
02/28/2014	201300530	GLEN ELLYN EDUCATION	12,142.31	Multiple Invoices
Totals for checks			967,289.88	

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	Education Fund	398,923.90	0.00	107,831.80	506,755.70
20	Operations & Maintenance Fund	55.09	0.00	376,537.19	376,592.28
40	Transportation Fund	0.00	0.00	10,418.00	10,418.00
50	Social Security/Medicare Fund	28,109.68	0.00	0.00	28,109.68
51	Ill Municipal Retirement Fund	45,414.22	0.00	0.00	45,414.22
***	Fund Summary Totals ***	472,502.89	0.00	494,786.99	967,289.88

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

CHECK	CHECK	INVOICE
DATE	NUMBER VENDOR	DESCRIPTION
03/07/2014	17102 MONOPRICE COM	-17.58 1.5ft USB 2.0 A Male to Micro Spin Male 28/24AWG Cable w/ Ferrite Core (Gold Plated) - WHITE 3ft 24AWG CL2 High Speed HDMI(R) Cable w/ Net Jacket - White Premium USB to Micro USB Charge & Sync Cable 3ft- White
03/04/2014	17370 AT&T	43.40 630- Z99-0236 2/16-3/15
03/04/2014	17371 DI SALVO, JOE	60.00 V-ball ref 2/25/14
03/04/2014	17372 EWOLDT, BETH	35.00 Reimbursement to Beth Ewoldt (Hadley Staff) -- 2/28/14 Language Arts conference at Wheaton North HS
03/04/2014	17373 FILLIPI, FRANK	120.00 Wrestling ref 2/19/14
03/04/2014	17374 HELLER, JUDY	130.37 Reimbursement to Judy Heller (Hadley Staff) for decorations purchased for Activity Night
03/04/2014	17375 HONEYCUT, BILL	120.00 Wrestling ref 2/19/14
03/04/2014	17376 HURT, MARCIA	60.00 V-ball ref 2/20/14
03/04/2014	17377 ICE MOUNTAIN SPRING	677.29 Multiple Invoices
03/04/2014	17378 IDEAS UNLIMITED SEMI	398.00 Professional Development for D Wasserman and Gia Mondo Kunkel on Flipped Classrooms
03/04/2014	17379 INTEGRYS ENERGY SERV	32,232.28 Multiple Invoices
03/04/2014	17380 KHATTAB, PALASTIN	62.50 Translating for families in Arabic
03/04/2014	17381 MAXON, KATHLEEN	53.84 3/3/2014 Maxon reimbursement totes
03/04/2014	17382 POSTMASTER	220.00 Renewal of business reply mail permit Permit #1011000
03/04/2014	17383 POSTMASTER	220.00 Standard mail permit type PI, Permit No. 139
03/04/2014	17384 PUBLIC STORAGE	495.00 Multiple Invoices
03/04/2014	17385 SAM'S CLUB	105.17 Multiple Invoices
03/04/2014	17386 SCHOOL MESSENGER/REL	7,382.00 Annual Renewal for School Messenger Service
03/04/2014	17387 THE CENTER/ALRC	600.00 Bilingual Parent Summit
03/04/2014	17388 TIGERDIRECT.COM	19,928.96 Microsoft Office License Renewal
03/04/2014	17389 US BANCORP EQUIPMENT	5,138.46 COPIER LEASE
03/04/2014	17390 VANGUARD ENERGY SERV	32,294.02 GAS 1/1-1/31/14
03/04/2014	17391 WASTE MANAGEMENT WES	3,110.76 Multiple Invoices
03/14/2014	17392 AFLAC	49.46 Multiple Invoices
03/14/2014	17393 AFSCME	2,248.40 Multiple Invoices
03/14/2014	17394 GC SERVICES, L.P.	255.25 Payroll accrual
03/14/2014	17395 SDU	1,092.09 Payroll accrual
03/14/2014	17396 TOM VAUGHN, CHAPTER	282.50 Payroll accrual
03/18/2014	17397 24 HOURS TUTORING LL	406.64 February 2014 billing SES Services Invoice# GESD 41-Feb -5192
03/18/2014	17398 ADVANTAGE ANALYTICS	3,000.00 Invoice # 1085 - Final Benchmarking report 2013-14
03/18/2014	17399 AMERICAN TAXI DISPAT	11,101.25 TRANSPORTATION 2/1-2/28/14
03/18/2014	17400 American Reading Com	2,750.00 Professional Development for

CHECK		CHECK		INVOICE	
DATE	NUMBER	VENDOR	AMOUNT	DESCRIPTION	
				100 Book Challenge	
03/18/2014	17401	ANDERSON'S BOOKSHOP	121.70	book order	
03/18/2014	17402	ARMBRUST PLUMBING IN	371.47	AL SERV CALL	
03/18/2014	17403	ARTHUR J GALLAGHER	30.00	Notary bond for Maureen Stecker	
03/18/2014	17404	AT&T	2,021.19	ACCESS 2/22-3/21	
03/18/2014	17405	AT&T	4,398.80	831-0003789-083 1/25-2/24	
03/18/2014	17411	BMO MASTERCARD	13,845.21	Multiple Invoices	
03/18/2014	17412	BOOKLIST	147.50	subscription to Booklist	
03/18/2014	17413	BOOKSTORE LTD, THE	1,162.68	book order	
03/18/2014	17414	BRITTON, HEATHER	745.00	Multiple Invoices	
03/18/2014	17415	BUKEMAS ACE HARDWAR	11.98	ASST HARDWARE	
03/18/2014	17416	CADENCE OCCUPATIONAL	41.00	EMPLOYEE TEST	
03/18/2014	17417	COLLEGE NANNIES & TU	2,162.94	Invoice # 3759- February 2014 billing	
03/18/2014	17418	COMPLETE PUMP SERVIC	465.00	REPAIR HEAT PUMP	
03/18/2014	17419	CONNECTIONS DAY SCHO	4,099.44	February Tuition for [REDACTED] Invoice #18780	
03/18/2014	17420	CONNOLLY, NANCY	22.00	Reimbursement	
03/18/2014	17421	CONSORTIUM FOR EDUC	2,735.00	CEC Invoice#6413	
				Facilitation work on 1/6 & 1/10	
				Coaching/Planning/Reflecting	
				Planning & Preparation of materials for focus group work.	
03/18/2014	17422	CORRECT ELECTRIC	345.00	AL SERV CALL	
03/18/2014	17423	COTG	4,502.00	Multiple Invoices	
03/18/2014	17424	CPI QUALIFIED PLAN C	95.00	Monthly per participant fee - February 2014	
03/18/2014	17425	CRYSTAL PRODUCTIONS	192.17	Art History DVDs and Paper folding techniques	
03/18/2014	17426	CULLIGAN WATER CONDI	110.00	CONSOLE RENTAL feb	
03/18/2014	17427	D & H DISTRIBUTING	756.00	Multiple Invoices	
03/18/2014	17428	DAILY HERALD	34.00	SUBSCRIPTION 3/22/14-4/18/14	
03/18/2014	17429	DEMCO	109.74	Library supplies	
03/18/2014	17430	DI SALVO, JOE	60.00	V-ball ref 3/3/14	
03/18/2014	17431	DICK BLICK	163.68	art supplies for Art 6 and Studio Art	
03/18/2014	17432	DIVERSIFIED OFFICE C	1,905.00	FEB CUSTODIAL SERVICE	
03/18/2014	17433	DOYLE, KRISTY	100.00	3/7/2014 Doyle reimbursement classroom supplies	
03/18/2014	17434	DUPAGE CHILDREN'S MU	1,620.00	Multiple Invoices	
03/18/2014	17437	DUPAGE ROE	3,295.00	Multiple Invoices	
03/18/2014	17438	DUPAGE SECURITY SOLU	209.20	HD SERV CALL	
03/18/2014	17439	ELGIN KEY & LOCK	104.75	CH SERV CALL	
03/18/2014	17440	ELIM CHRISTIAN SERVI	5,237.37	Multiple Invoices	
03/18/2014	17441	FOLLETT LIBRARY RESO	4,182.15	Multiple Invoices	
03/18/2014	17442	FRANCZEK RADELET & R	11,696.62	Multiple Invoices	
03/18/2014	17443	GLENOAKS THERAPEUTIC	5,926.50	Multiple Invoices	
03/18/2014	17444	GRAPHICS PLUS INC	87.70	Invoice #31167 - Business Cards - Generic for CSO reception	
03/18/2014	17445	GUERRERO, NICOLE	30.00	Denver, CO 2/24 & 2/25 Expenses Nicole Guerrero:	

CHECK DATE	CHECK NUMBER	VENDOR	AMOUNT	INVOICE DESCRIPTION
				Parking
03/18/2014	17446	HEALTH MANAGEMENT SY	55.44	Invoice #20610314, dated 3/1/14 - Employee Assistance Program/Adjust to reflect employee count
03/18/2014	17447	HEARTLAND BUSINESS S	402.00	Replacement Hard Drive for Backup09 Server
03/18/2014	17448	HOUGHTON MIFFLING RE	121.00	Big Ideas Math (Hadley) 2013/2014 Supplemental material order
03/18/2014	17449	IDENTITRONICS C/O BA	271.94	Multiple Invoices
03/18/2014	17450	JOSEPH, BENNETT	59.41	Multiple Invoices
03/18/2014	17452	KAGAN & GAINES INC	2,258.00	Multiple Invoices
03/18/2014	17453	KELLY SERVICES	1,780.80	Multiple Invoices
03/18/2014	17454	KUCZORA, MEGAN	175.00	Reimbursement
03/18/2014	17455	LAW, JENNIFER	84.58	JAN & FEB MILEAGE REIMBURSEMENT
03/18/2014	17456	MACGILL & CO, WM V	384.35	Multiple Invoices
03/18/2014	17457	MACNEAL SCHOOL	2,051.60	February Tuition for District 41 student
03/18/2014	17458	MAIL N STUFF	25.98	POSTAGE
03/18/2014	17459	MCCLUSKEY, CHARLIE	162.47	Reimbursement for Hadley Wrestling purchases: four frames, four mattes; mops and mop bucket for cleaning mats
03/18/2014	17460	METRO PROFESSIONAL P	5,075.55	Multiple Invoices
03/18/2014	17461	MULLENAX, KAREN	7.55	Reimbursement HOOKS
03/18/2014	17462	NASCO	208.25	Supplies for 7th grade activities
03/18/2014	17463	NELCO	370.00	5110SKYHBG BURGUNDY PAYROLL CHECKS STARTING WITH 21001
03/18/2014	17464	NORTHERN ILLINOIS GA	4,336.54	Multiple Invoices
03/18/2014	17466	OFFICE DEPOT	1,831.83	Multiple Invoices
03/18/2014	17467	OLSON, DALE	60.00	V-ball ref 3/4/14
03/18/2014	17468	ORKIN LLC	1,587.00	Multiple Invoices
03/18/2014	17469	OVERDRIVE	16.99	ebook purchase
03/18/2014	17470	PADDOCK ENTERPRISES,	1,507.00	HD BLEACHER REPAIR
03/18/2014	17471	PALADIUM ENTERPRISES	5,360.00	Snow removal for CH, Hadley, and BF 3-2-5-2014
03/18/2014	17472	PROFESSIONAL PAVING	1,345.00	Multiple Invoices
03/18/2014	17473	QUINLAN & FABISH MUS	865.69	Multiple Invoices
03/18/2014	17474	RAPID RIBBONS	247.06	CUSTOM RIBBONS- HADLEY INVITATIONAL TRACK
03/18/2014	17475	RAYMOND GEDDES.COM	181.74	Incentives for MIP classroom @ Ben Franklin Nardella
03/18/2014	17476	REALLY GOOD STUFF IN	292.66	Multiple Invoices
03/18/2014	17477	RODRIGUEZ, SARAH	30.00	Denver, CO February 2014 Expenses for Sarah Rodriguez
03/18/2014	17478	ROSCOE CO	415.08	Multiple Invoices
03/18/2014	17479	SASED	8,790.75	FY14 ■ Tuition Bill for ■ Remaining balance of \$8790.75 Req # 0115 - Pre-Bill for \$26372.25
03/18/2014	17481	SCHOOL SPECIALTY	1,673.71	Multiple Invoices
03/18/2014	17482	SCHOOLMASTERS SAFETY	344.52	Multiple Invoices

CHECK	CHECK	INVOICE
DATE	NUMBER VENDOR	DESCRIPTION
03/18/2014	17483 SEAL OF ILLINOIS	10,540.92 February Tuition for [REDACTED] Invoice #4568
03/18/2014	17484 SECRETARY OF STATE I	10.00 Notary for Maureen Stecker
03/18/2014	17485 SECURITY LATCH	156.82 DOUBLE DOOR LATCH
03/18/2014	17486 SENTINEL TECHNOLOGIE	1,248.79 BALANCE OF INVOICE DUE Hardware Repairs for Laptops and Cisco Switch
03/18/2014	17487 SEPTRAN INC	42,334.76 Multiple Invoices
03/18/2014	17488 SHAW MEDIA	405.62 Legal notices - furniture bid and construction bid Invoice #0214100703602/2014
03/18/2014	17489 SIGN IDENTITY	2,397.50 Registration Banners Quote#Q1402065
03/18/2014	17490 SMEKENS EDUCATION SO	398.00 Judy Heller Conference: 2014 Literacy Retreat (smekens) 6/14 Drury Lane/Oakbrook, IL
03/18/2014	17491 SOARING EAGLE ACADEM	25,052.16 Multiple Invoices
03/18/2014	17492 STAFF DEVELOPMENT FO	369.00 Registration for SDE's 2014 Teach 1st Conference - July 7 and 8, 2014 - Erin Fiene
03/18/2014	17493 STREULI, THERESE	60.00 V-ball ref 3/7/14
03/18/2014	17494 SUBURBAN LIFE PUBLIC	69.00 Subscription Renewal (2 years) Acct# 252060
03/18/2014	17495 SUPER DUPER SCHOOL C	137.33 Supplies for Speech @ Churchill J Waszak
03/18/2014	17496 TIERNEY BROTHERS INC	3,230.00 Annual Licensing Fee for Smart Notebook Software New Vendor Info Tierney Brothers Inc 3300 University Ave SE, Minneapolis, MN 55414-3326
03/18/2014	17497 TIGERDIRECT.COM	4,380.98 Multiple Invoices
03/18/2014	17498 TRANSLATION SMART	790.54 Translating
03/18/2014	17499 UNISOURCE GREAT LAKE	4,296.80 Multiple Invoices
03/18/2014	17500 UNITED ANALYTICAL SE	1,250.00 Asbestos abatement at Lincoln school
03/18/2014	17501 UNITED STATES POSTAL	3,000.00 Postage refill for the postage machine
03/18/2014	17502 VERIZON WIRELESS	484.76 CELL PHONES 1/27-2/26
03/18/2014	17503 VILLA PARK OFFICE EQ	320.52 LAMPS
03/18/2014	17504 VILLAGE OF GLEN ELLY	3,122.70 Multiple Invoices
03/18/2014	17505 WEST MUSIC CO	302.10 Multiple Invoices
03/18/2014	17506 WRS GROUP LTD	262.45 Multiple Invoices
03/18/2014	17507 XEROX CORP	2,577.54 Multiple Invoices
02/28/2014	201300534 INTERNAL REV SERVICE	198,663.96 Multiple Invoices
03/03/2014	201300540 RELIANCE STANDARD LI	332.10 LTD 3/1/14 to 3/31/14
03/03/2014	201300541 TEACHERS RETIREMENT	6,967.68 Invoice #179142
03/10/2014	201300542 EDUCATIONAL BENEFIT	416,705.72 March 2014
03/10/2014	201300543 EFLEX GROUP	463.68 HRA monthly administration fee for March 2014
03/14/2014	201300544 GLEN ELLYN EDUCATION	9,117.98 Payroll accrual
02/28/2014	201300546 ILLINOIS DEPT OF REV	51,731.02 Multiple Invoices
03/14/2014	201300548 T H I S	17,709.35 Multiple Invoices
03/14/2014	201300549 TEACHERS RETIREMENT	105,500.26 Multiple Invoices
03/14/2014	201300550 ILLINOIS EDUC ASSOC	56.75 Payroll accrual
03/14/2014	201300551 CPI QUALIFIED PLAN C	35,446.35 Multiple Invoices
03/14/2014	201300552 WAGeworks	5,276.79 Multiple Invoices

CHECK			INVOICE	
DATE	NUMBER	VENDOR	AMOUNT	DESCRIPTION
03/17/2014	201300553	REV TRAK	1,270.99	RevTrak services - February 2014

Totals for checks 1,196,618.26

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	Education Fund	813,904.12	0.00	190,848.75	1,004,752.87
20	Operations & Maintenance Fund	49.20	54.70	108,328.54	108,432.44
40	Transportation Fund	0.00	0.00	53,436.01	53,436.01
50	Social Security/Medicare Fund	29,996.94	0.00	0.00	29,996.94
***	Fund Summary Totals ***	843,950.26	54.70	352,613.30	1,196,618.26

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

**February 2014
Vandalism Report**

Date of Occurrence	Facility	Nature of Vandalism	Initial response	Action Taken to Repair/Replace
Nothing to report				



Glen Ellyn School District 41: Ignite Passion. Inspire Excellence. Imagine

Board Report

Date: March 24, 2014

Title: Disposal of Surplus Property

Submitted by: Bob Ciserella, Assistant Superintendent – Finance, Facilities & Operations

Long-Range Plan Focus: This recommendation is not applicable to the Superintendent's Five-Year Plan. However, the Assistant Superintendent for FFO is responsible for reporting the disposition of surplus property.

Discussion:

See attached spreadsheet for listing of assets for disposal.

Recommendation:

The administration recommends approval of the resolution of disposal of surplus property.

We make a difference. We embrace change together. We are a true team of professionals. We build the future.

Superintendent Dr. Paul Gordon
Glen Ellyn School District 41
793 N. Main St., Glen Ellyn, IL 60137
Phone 630.790.6400 Fax 630.790.1867 www.d41.org

**RESOLUTION FOR THE DISPOSAL
OF SURPLUS PERSONAL PROPERTY**

WHEREAS, the Board of Education of Glen Ellyn School District 41, DuPage County, Illinois, declares that there is surplus personal property in the School District; and

WHEREAS, such property is described in the attached document; and

WHEREAS, this personal property is no longer needed for school purposes and/or is not functioning; and

NOW, THEREFORE, Be It Resolved, by the Board of Education, as follows:

1. That the Superintendent is hereby authorized to properly dispose of the property listed on the attachment.

ADOPTED this 24th day of March, 2014, by roll call vote as follows:

YES ESCALANTE, NELSON, FLGER, BOCHENSKI, KENNEDY, BLACK

NO NONE

ABSENT ELLIS

Board of Education
Glen Ellyn School District 41
DuPage County, Illinois



President

ATTEST:



Secretary

Assets for Disposal February 2014

Printed: 3/20/2014

Asset #	Current Location	Originating School Site	Description (Make, Model, etc.)	Serial Number	Qty.	Working Order	Obsolete Y/N?	Disposal, Donation, or Sale
	CSO Storeroom	CSO	Samsung 930b Monitor	B19HUEY712659H	1	N	Y	Disposal
005343	CSO Storeroom	AL	NEC VT580 Projector	6202114FE	1	N	Y	Disposal
004582	CSO Storeroom	AL	NEC VT5890 Projector	6Y00162FB	1	N	Y	Disposal
	CSO Storeroom	CSO	Cisco 7960 Phone	INM08111EYU	1	N	N	Disposal
001356	CSO Storeroom	HA	HP DC7100 Computer	2UA5270415	1	N	Y	Disposal
	CSO Storeroom	CSO	DataBook Image Projector	205087	1	N	Y	Disposal
002096	CSO Storeroom	HA	Compaq EVO N1020V Laptop	9X311DLZH0DB	1	N	Y	Disposal
008025	CSO Storeroom	HA	Compaq NX7400 Laptop	6060B0214201	1	N	Y	Disposal
	CSO Storeroom	BF	HP ScanJet G3110 Scanner	CN959A51HF	1	N	Y	Disposal
002280	CSO Storeroom	AL	HP ScanJet 4200C Scanner	CNU2W10343	1	N	N	Disposal
	CSO Storeroom	AL	HP LE1711 Monitor	3CQQ142YZB	1	Y	Y	Disposal
	CSO Storeroom	AL	HP L1710 Monitor	CNC937R5J0	1	Y	Y	Disposal
	CSO Storeroom	AL	HP L1710 Monitor	CNC937R4XN	1	Y	Y	Disposal
	CSO Storeroom	AL	HP L1710 Monitor	CNC938P2MG	1	Y	Y	Disposal
	CSO Storeroom	BF	HP L1710 Monitor	CNC937R4TL	1	Y	Y	Disposal
	CSO Storeroom	BF	HP L1710 Monitor	CNC937R50R	1	Y	Y	Disposal
	CSO Storeroom	BF	HP L1710 Monitor	CNC937R4WK	1	Y	Y	Disposal
002170	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002183	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
005152	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002178	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002200	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
005150	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002202	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002184	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002203	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
005189	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002174	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002169	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002175	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002197	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002185	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002257	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
005190	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002199	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002186	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002205	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002182	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002193	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002171	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002580	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
002201	CSO Storeroom	AL	Keyboard Instructor Writer		1	Y	Y	Disposal
003517	CSO Storeroom	HA	HP 2710P Laptop	2CE8259QLS	1	Y	Y	Disposal
003518	CSO Storeroom	HA	HP 2710P Laptop	2CD8259QL8	1	Y	Y	Disposal
003510	CSO Storeroom	HA	HP 2710P Laptop	2CE8259QLS	1	Y	Y	Disposal
003508	CSO Storeroom	HA	HP 2710P Laptop	2CE8259QM9	1	Y	Y	Disposal
	CSO Storeroom	CSO	Toshiba Satellite Laptop	35157589H	1	Y	Y	Disposal
005197	CSO Storeroom	AL	Compaq V2000 Laptop	CNF5281K2Y	1	Y	Y	Disposal
Peeled off	CSO Storeroom	AL	Compaq V2000 Laptop	CNF5281JVH	1	Y	Y	Disposal
003059	CSO Storeroom	AL	Compaq V2000 Laptop	CNF5280RYD	1	Y	Y	Disposal
004702	CSO Storeroom	AL	Compaq 6710b Laptop	CNU80436542	1	Y	Y	Disposal
	CSO Storeroom	CSO	Compaq 6710b Laptop	CNU8012HFG	1	Y	Y	Disposal
004700	CSO Storeroom	FG	Compaq 6710b Laptop	CNU8012J4K	1	Y	Y	Disposal
004703	CSO Storeroom	BF	Compaq 6710b Laptop	CNU8012JCW	1	N	Y	Disposal
004866	CSO Storeroom	BF	Compaq 6710b Laptop	CNU8201PPH	1	Y	Y	Disposal
004979	CSO Storeroom	CSO	Compaq NX7400 Laptop	CNU635299S	1	Y	Y	Disposal
	CSO Storeroom	CSO	Compaq NX7300 Laptop	CNU7300WS8	1	Y	Y	Disposal

**Glen Ellyn District 41
FOIA Report 2013-2014**

Reporting Period	Date Received	Date of Response	Request Summary	Staff Time to Fulfill Request
July	7/8/13	7/10/13	<p>Mr. Jeff Cooper requested:</p> <p>"...receipts from the Mastercard for the following Central Services people for the following months -- months will have the starting date- Ann Riebock 11-21-12, 12-21-12, 1-21-13, 2-21-13, 3-21-13, 4-21-13; David Scarmardo 1-21-13, 2-21-13, 3-21-13, 4-21-13; Katherine McClusky 11-21-12, 1-21-13, 2-21-13, 3-21-13, 4-21-13; Denise Mackowiak 1-21-13, 2-21-13, 3-21-13, 4-21-13; Jennifer Law 11-21-12, 12-21-12, 1-21-13, 2-21-13; Laurie Campbell 12-21-12, 1-21-13, 2-21-13, 3-21-13, 4-21-13; Julia Worthen 12-21-12, 4-21-13; Phyllis Hanna 11-21-12, 2-21-13, 3-21-13; Erica Nelson 1-21-13; Stacy Onak 11-21-12, 4-21-13"</p>	5.25 hrs
	7/18/2013	7/22/2013	<p>Mr. Jeff Cooper requested:</p> <p>"...P card receipts for the following people and for the month starting with each date list- Scott Klesplitz 1-21, 2-21, 3-21, 4-21 Brenda Klemm 3-21, 4-21 Linda Anderson 11-20, 12-21, 1-21, 2-21, 3-21, 4-21 Jill Amhrein 11-21, 1-21, 3-21, 4-21 Christopher Dransoff 11-20, 12-21, 1-21, 2-21, 3-21, 4-21 Jeanne Nehls 11-20, 12-21, 3-21, 4-21 Carol Montgomery Fate 11-21, 1-21, 3-21, 4-21 Kirk Samples 11-20, 12-21, 1-21, 2-21, 3-21, 4-21 Dina Sbarra 11-20, 1-21, 2-21, 3-21, 4-21 Cheryl Fitch 12-21, 1-21, 2-21, 3-21, 4-21 George Cacini 4-21 Kosta Qirko 3-21 Arlyne Campbell 1-21 Shannon Cross from 8-21 thru 12-20 Jeffery Burke 1-21 Ilija Mackovic 12-21 Jim Vidella 4-21 Kenneth Koptovsky 12-21 Mike Wood 11-20 Scott Wiemeler 1-21, 2-21 Christopher Abbot 12-20, 1-21, 2-21, 3-21 Matthew Adelman 11-20, 1-21, 2-21, 3-21 Ed Klingberg 1-21, 3-21 Marie Delahanty 3-21 Deborah Lazzara 11-20, 2-21, 3-21 Barb Oczkowicz 12-21, 2-21, 3-21 Mary Hornacek 11-20, 12-21, 1-21, 2-21, 3-21, 4-21 Linda Schweikhofer 11-20, 1-21, 2-21, 3-21, 4-21 Christina Kellem 11-20 Karen Crum 11-20, 12-21, 1-21, 2-21, 3-21, 4-21 Jennifer Law 2-20, 4-21 Erica Nelson 1-21 Stacy Onak 11-21, 4-21 David Scarmardo 4-21 Denise Mackowiak 4-21 Julia Worthen 4-21 Laurie Campbell 4-21 Katie McClusky 11-21, 4-21 Bob Ciserella 11-21, 12-21, 1-21, 3-21, 4-21"</p>	7.25 hrs

**Glen Ellyn District 41
FOIA Report 2013-2014**

Reporting Period	Date Received	Date of Response	Request Summary	Staff Time to Fulfill Request
July continued	7/21/2013	7/26/2013 Denied request unduly burdensome	<p>Mr. Jeff Cooper requested:</p> <p>"I am requesting to see receipts on the following check numbers-they are in numerical order- 13661, 13664, 13665, 13666, 13668, 13670, 13671, 13674, 13675, 13690, 13708, 13710, 13711, 13714, 13715, 13718, 13719, 13723, 13724, 13725, 13729, 13730, 13736, 13737, 13740, 13741, 13742, 13743, 13746, 13750, 13753, 13754, 13755, 13757, 13761, 13762, 13765, 13767, 13768, 13769, 13771, 13772, 13778, 13779, 13781, 13783, 13795, 13797, 13801, 13802, 13806, 13808, 13812, 13813, 13820, 13833, 13837, 13838, 13839, 13840, 13842, 13843, 13844, 13845, 13848, 13849, 13851, 13854, 13857, 13866, 13875, 13882, 13885, 13890, 13892, 13911, 13921, 13925, 13926, 13932, 13937, 13953, 13955, 13987, 13999, 14000, 14014, 14016, 14017, 14018, 14019, 14027, 14028, 14036, 14037, 14038, 14040, 14045, 14046, 14049, 14050, 14058, 14071, 14078, 14079, 14082, 14083, 14084, 14085, 14090, 14092, 14097, 14101, 14107, 14113, 14126, 14134, 14135, 14136, 14138, 14139, 14140, 14146, 14147, 14148, 14156, 14158, 14160, 14161, 14162, 14163, 14164, 14171, 14173, 14175, 14180, 14188, 14190, 14196, 14199, 14205, 14221, 14222, 14243, 14244, 14247, 14248, 14252, 14255, 14258, 14280, 14281, 14282, 14298, 14312, 14318, 14320, 14321, 14327, 14328, 14332, 14338, 14340, 14345, 14347, 14348, 14350, 14357, 14358, 14365, 14370, 14371, 14373, 14374, 14376, 14382, 14387, 14389, 14405, 14408, 14408, 14411, 14414, 14415, 14421, 14423, 14424, 14427, 14430, 14434, 14439, 14440, 14441, 14442, 14444, 14449, 14457, 14461, 14465, 14466, 14467, 14470, 14471, 14472, 14473, 14474, 14475, 14476, 14477, 14478, 14479, 14484, 14488, 14490, 14494, 14496, 14499, 14509, 14516, 14518, 14523, 14529, 14530, 14533, 14535, 14537, 14538, 14541, 14545, 14547, 14550, 14554, 14555, 14556, 14562, 14580, 14584, 14585, 14592, 14598, 14602, 14614, 14622, 14626, 14635, 14639, 14640,</p> <p>14641, 14646, 14649, 14652, 14653, 14656, 14658, 14659, 14670, 14671, 14679, 14681, 14682, 14684, 14695, 14697, 14700, 14701, 14702, 14705, 14706, 14707, 14715, 14719, 14720, 14729, 14731, 14733, 14735, 14741, 14749, 14751, 14767, 14769, 14772, 14785, 14786, 14795, 14798, 14801, 14808, 14809, 14812, 14813, 14820, 14821, 14825, 14828, 14829, 14830, 14837, 14839, 14843, 14844, 14850, 14851, 14866, 14867, 14871, 14873, 14874, 14881, 14883, 14887, 14888, 14889, 14894, 14899, 14900, 14908, 14909, 14913, 14914, 14917, 14930, 14953, 14960, 14971, 14973, 14986, 14990, 14993, 14998, 14999, 15000, 15007, 15013, 15014, 15016, 15020, 15025, 15028, 15032, 15042, 15047, 15050, 15055, 15058, 15062, 15068, 15142, 15145, 15154, 15160, 15169, 15176, 15180, 15188, 15085, 15088, 15089, 15090, 15091, 15092, 15099, 15100, 15101, 15103, 15109, 15112, 15114, 15118, 15119, 15125, 15197, 15198, 15201, 15212, 15218, 15226, 15231, 15234, 15244, 15252, 15256, 15260, 15270, 15271, 15276, 15280, 15296, 15297, 15299, 15303, 15305, 15310, 15312, 15313, 15316, 15318, 15319, 15323, 15325, 15332, 15340, 15343, 15344, 15345, 15347, 15348, 15350, 15355, 15361, 15365, 15370, 15373, 15374, 15375, 15386, 15388, 15389, 15390, 15393, 15396, 15397, 15407, 15408, 15409, 15421, 15422, 15431, 15435, 15437, 15439, 15441, 15442, 15443, 15444, 15446, 15453, 15455, 15456, 15457, 15458, 15459, 15461, 15463, 15464, 15465, 15466, 15467, 15468, 15469, 15470, 15475, 15476, 15479, 15480, 15482, 15484, 15486, 15488, 15489, 15497, 15499, 15506, 15509, 15512, 15514"</p>	1.5 hrs
	7/26/2013	8/5/2013	<p>Mr. Jeff Cooper modified his 7/21/13 FOIA request as follows:</p> <p>"As per our conversation of 7-26-13, I have cut my list to 112 checks-in order 13661, 13664, 13671, 13711, 13714, 13715, 13718, 13729, 13737, 13742, 13753, 13754, 13755, 13757, 13778, 13779, 13783, 13801, 13806, 13808, 13833, 13857, 13875, 13885, 13892, 13911, 13937, 13953, 13987, 13999, 14040, 14045, 14058, 14078, 14084, 14085, 14113, 14148, 14158, 14164, 14199, 14312, 14328, 14332, 14365, 14373, 14374, 14387, 14389, 14408, 14421, 14424, 14434, 14471, 14488, 14499, 14509, 14518, 14537, 14562, 14584, 14592, 14626, 14659, 14681, 14695, 14697, 14699, 14700, 14702, 14706, 14719, 14720, 14735, 14749, 14751, 14767, 14798, 14809, 14812, 14813, 14820, 14821, 14825, 14828, 14839, 14851, 14866, 14874, 14881, 14883, 14887, 14908, 14909, 14960, 14998, 15000, 15013, 15016, 15025, 15042, 15062, 15088, 15100, 15109, 15119, 15125, 15142, 15145, 15212, 15218, 15231"</p>	4.5 hrs

**Glen Ellyn District 41
FOIA Report 2013-2014**

Reporting Period	Date Received	Date of Response	Request Summary	Staff Time to Fulfill Request
August	8/12/2013	8/16/2013	Mr. Jeff Cooper requested: "I would like to see the Mastercard bills for the period of May 21 - June 20. Also check #'s 15516, 31, 32, 34, 40, 41, 42, 43, 44, 46, 47, 48, 50, 51, 52, 53, 55, 64, 69, 70, 71, 72, 73, 74, 75, 76, 79."	7.25 hrs
	8/20/2013	8/26/2013	Mr. Jeff Cooper requested: "Current employment contracts for Bob Ciserella and Karen Carlson."	.5 hrs
	8/28/2013	9/5/2013	Mr. Jeff Cooper requested: "I would like to see the following checks: 7-1-2013 #15602 AFSCME; 7-16-2013 #15606 American Capital Fin. Services; 7-16-2013 #15612 Heather Beaman; 7-16-2013 #15615 Chicago Education Project; 7-16-2013 #15617 Frank Cooney Co., Inc.; 7-16-2013 #15621 D & H Distributing; 7-16-2013 #15631 Giant Steps; 7-16-2013 #15645 LEND; 7-16-2013 #15647 Little Friends, Inc.; 7-16-2013 #15655 Office Depot; 7-16-2013 #15661 School Specialty; 7-16-2013 #15672 Verizon Wireless; 7-31-2013 #15682 Laurie Berenschot; 7-31-2013 #15687 Jeanne Chmellik; 7-31-2013; #15691 Lucille Dallman; 7-31-2013 #15700 GALE; 7-31-2013 #15717 Office Depot; 7-31-2013 #15719 Sam's Club; 8-6-2013 #15730 Amling's; 8-6-2013 #15731 Amy Irvin; 8-6-2013 #15748 Patricia Gill; 8-6-2013 #15749 Glen Ellyn Travel Service; 8-6-2013 #15756 Math Solutions; 8-6-2013 #15760 Office Depot; 8-6-2013 #15767 Translation Smart; 8-15-2013 #15784 Wheaton Park District; 8-20-2013 #15813 GIMMEES; 8-20-2013 #15825 Jennifer McKeever; 8-20-2013 #15828 Office Depot; 8-20-2013 #15839 Maureen Stecker; Also the 2012-2013 contract for Bob Ciserella"	6.25 hrs
September	9/6/2013	9/10/2013	Mr. Jake Griffin of the Daily Herald requested: "Copies of any and all prepaid conference registration invoices and/or receipts for the annual Illinois Association of School Boards Joint Conference in 2013. Copies of any and all prepaid hotel registration invoices and/or receipts for the annual IASB Joint Conference in 2013. List of names and titles of district employees scheduled to attend IASB Joint Conference in 2013 whose conference and/or hotel registration costs have been prepaid."	.5 hrs
	9/10/2013	9/18/2013	Mr. Lionel Espinoza of the Painters District Council 30 requested: "any and all records pertaining to summer Painting Project at Hadley Jr. High school. Certified payroll, E-mails to and from Bills Painting. Start and end date of project."	6.25 hrs
	9/13/2013	9/20/2013	Mr. Kevin Rath requested: "I would like to see a copy of the 2013-2014 master schedule for all four elementary schools."	.5 hrs
	9/13/2013	9/24/2013	Mr. Kevin Rath requested: "All bills and correspondence within the district and with pest control companies surrounding the infestation and remediation within the Lincoln portables beginning in August 2013."	2.0 hrs

**Glen Ellyn District 41
FOIA Report 2013-2014**

Reporting Period	Date Received	Date of Response	Request Summary	Staff Time to Fulfill Request
September Continued	9/13/2013	9/20/2013	Mr. Jeff Cooper requested: "To see any documented policies regarding the public participation segment of the District 41 School Board Meetings."	.5 hrs
	9/18/2013	9/25/2013	Ms. Amy Watroba requested: "2013-2014 school year grid schedules (showing teachers' daily schedules Monday - Friday) for all elementary AEC and/or "gifted" teachers at the four D41 elementary schools, including but not limited to: Tami Allen (Churchill), Laura Lee (Forest Glen), Dawn Farral (Lincoln), and Sarah Rodriguez (Ben Franklin)..."	1.0 hrs
	9/20/2013	9/27/2013	Mr. Kurt Buchholz requested: "please forward any and all correspondence d41 has had with the organization EdLeader 21 including any payments to EdLeader 21."	1.5 hrs
	9/21/2013	9/27/2013	Mr. Jeff Cooper requested: "BMO Mastercard statements for months ending June 20, July 20, August 20 Check # 8-30 #15880 Stephen Diveley 100.00 8-30 #15899 Lowery McDonnell 116,026.96 8-30 #15906 Olive Grove Landscape 16830.00 8-30 #15911 Sam's Club 500.22 9-3 #15926 Kimberly Barrett 125.00 9-3 #15933 Penelope Sandoz 250.00 9-3 #15934 Stacey Stout 125.00 9-11 #15955 Perception Solutions 375.00 9-11 #15958 Sharing a Vision 880.00 9-11 #15959 University of Oregon 1500.00 9-11 #15965 Wheaton Park District 1720.00 9-17 #15979 Kathleen Brennan 250.00 9-17 #16024 Jennifer Law 316.29 9-17 #16035 Kathy Maxon 500.00 9-17 #16036 Olive Grove Landscape 21,658.48 9-17 #16044 Oriental Trading 206.99 9-17 #16049 Piecyk-Buchanon 402.50 9-17 #16055 Rock-Tenn Merch 1262.93 9-17 #16058 Dina Sbarra 500.00 9-17 #16072 Emily Thielen 402.50"	5.25 hrs

**Glen Ellyn District 41
FOIA Report 2013-2014**

Reporting Period	Date Received	Date of Response	Request Summary	Staff Time to Fulfill Request
October	10/3/2013	10/10/2013	Mr. Kurt Buchholz requested: "Item 1: Daily sign-in log for the STEAM lab from the first day of the 2013 school year to current day. No names are needed, just times used. Item 2: Purchases made to equip the STEAM lab for the 2013 school year. These items may have been purchased during 2012 school year."	1.0 hrs
	10/17/2013	10/25/2013	Mr. Kevin Rath requested: "...a copy of the most recent certificate of occupancy for a temporary facility issued by the regional superintendent for all district facilities."	.75 hrs
	10/28/2013	11/4/2013	Mr. Kevin Rath requested: "...all bills and correspondence within the district and with pest control companies surrounding the Infestation and remediation within the Lincoln portables beginning in August 2013. ...from the date of the last request to the present...any phone records or voicemails left regarding this subject from the date of the initial incident to the present."	1.5 hrs
	10/29/2013	11/6/2013	Mr. Jeff Cooper requested: "All records and receipts for the BMO Mastercard bills for the periods ending Aug. 20 and Sept. 20, 2013. Receipts for the following checks #16089 AEP Connections 380.00 #16090 Call One 5687.77 #16095 Glen Ellyn Travel 326.80 #16103 Kathleen Luehrs 781.53 #16107 The Center 300.00 #16124 BMO Mastercard 16,121.91 #16151 Office Depot 6002.09 #16158 Really Good Stuff 2455.30 #16166 School Specialty 6882.17 #16171 Staples Advantage 1494.13 #16175 The Upside Down 3,000.00 #16199 WSMSAL(sic) 600.00 #16217 Fitness Finders 445.65 #16242 NIMCO 193.00 #16244 Office Depot 1313.64 #16247 Really Good Stuff 721.36 #16250 School Specialty 2669.58 #16264 Illinois Science Tea 640.00 #16276 Skyward User Group 250.00 #16286 Sam's Club 833.93"	5.0 hrs
November	11/5/2013	11/13/2013	Ms. Maria Fitzpatrick of National Bureau of Economic Research, Inc. requested: "...negotiated agreements (contracts) between your school district board and teacher organization covering the 2000-2001 school year through the 2013-2014 school year."	1.0 hrs
December	12/6/2013	12/18/2013	Mr. Jeff Cooper requested: "Names of all D41 employees and board members that attended the IASB Conference in Chicago Nov.22-24. All costs for this conference incurred by D41, broken down by the following categories[sic] - fees and other actual conference costs total and by person, any hotel costs total and by person-the actual hotel bills, any meal costs by event with the actual meal receipts, any and all travel costs total and by person. Also, any other costs not mentioned."	1.0 hrs

**Glen Ellyn District 41
FOIA Report 2013-2014**

Reporting Period	Date Received	Date of Response	Request Summary	Staff Time to Fulfill Request
January	1/15/2014	1/23/2014	Mr. Kurt Buchholtz requested: Daily sign in log for the Ben Franklin steam labs from October 7, 2013, to current day.	.75 hrs
	1/17/2014	1/24/2014	Mr. Dan Smith requested: Copies of check numbers 15402 and 15403 along with all backup documentation for the checks.	.75 hrs
	1/17/2014	1/27/2014	Mr. Jeff Cooper requested: All Invoices, bills, receipts pertaining to the trip that Dr. Gordon took to Colorado with the 3 school principals and an administration staff member. Include all names of those that traveled, airline ticket bills, hotel bills, rental car receipts, all food receipts and any other misc. receipts.	1.75 hrs
	1/21/2014	1/29/2014	Mr. Jeff Cooper requested: BMO Mastercard receipts for the 11-20 statement for the following people - Laurie Campbell, Karen Carlson, Bob Ciserella, Stephen Diveley, Paul Gordon, Scott Klespitz, Jennifer Law, Katherine McClusky, Kirk Samples, Linda Schweikhofer, Mike Wood. Copies of written approvals from Dr. Gordon to Karen Carlson for the BMO statements of 10-20 and 11-20, allowing her to go over the limits set by policy Receipts for the following: 10-22 #16304 Center for Applied 5362.00 10-22 #16306 Consortium for Ed. 935.00 10-22 #16314 Demco 68.27 10-22 #16315 Discount Office 126.63 10-22 #16321 Fitness Finders 153.08 10-22 #16329 ISLMA 145.00 10-22 #16333 Lupe Lloyd & Assoc 2500.00 10-22 #16335 Anita Martin 200.00	5.5 hrs
February	2/12/2014	2/19/2014	Mr. Kurt Buchholz requested: ...total amount paid to Advantage Analytics for the 2013 study of District 41	1.0 hrs
	2/21/14 & 2/25/14	2/26/2014	Mr. Kurt Buchholz requested: 1. Details on bid package #1-07a-1 Roofing and Sheet Metal for the removal and replacement of western portion of existing roof at Lincoln Elementary. I would like to see all bids obtained for this job. The only bid mentioned in the recommendation from FQC is from Elens & Maichin roofing. 2. I would also like the company names and bids for the roof addition projects under 1-07a as outlined in the Feb 22 2014 board packet. 3. In addition to the FOIA requests that I submitted on 2/21/2014, I would like the specifications given the roofers as well as the detailed bids from each of the companies on the type of roof they were going to install (materials, etc...) for the Lincoln removal and replacement project #1-07-01.	1.0 hrs

AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the day of in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Glen Ellyn School District 41
793 N. Main Street
Glen Ellyn, IL 60137
630.790.6400

and the Construction Manager:
(Name, legal status, address and other information)

Frederick Quinn Corporation
103 S. Church Street
Addison, IL 60101
630.628.8500

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

Glen Ellyn School Dist. 41
Four Elementary Schools
Additions and Renovations

- Abraham Lincoln Elementary School
380 Greenfield Ave.
- Benjamin Franklin Elementary School
350 Bryant Ave.
- Churchill Elementary School
240 Geneva Road
- Forest Glen Elementary School
561 Elm Street

The Architect:
(Name, legal status, address and other information)

FGM Architects
1211 West 22nd Street, Suite 705
Oak Brook, IL 60523
(630) 574-8730

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Owner and Construction Manager agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

To be determined through the design process with the Architect.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Initial concept includes four classroom additions at each elementary school plus associated site work and storm water detention work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's total project budget, including soft costs is estimated at \$16,000,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Design work is underway (currently in Schematic Design) and will continue through 2014 with initial bidding to occur by Spring 2014 for 1-2 schools and the balance of work to bid in late 2014

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.2 Commencement of construction:

It is intended to have Lincoln School begin construction in Spring / Summer 2014, with Franklin School to follow the same schedule, permitting dependent. Churchill and Forest Glen Schools are anticipated to commence in Spring / Summer 2015.

.3 Substantial Completion date or milestone dates:

To be determined as final schedule is developed during design phase.

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Publicly, competitive bid multiple prime contracts that will be contracted by the Owner.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

To be determined.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Dr. Paul Gordon
Superintendent
Glen Ellyn School District 41
793 N. Main Street
Glen Ellyn, IL 60137
630.534.7207

Mr. Bob Ciserella
Asst. Supt. Of Finance, Facilities and Operations
Glen Ellyn School District 41
793 N. Main Street
Glen Ellyn, IL 60137
630.534.7220

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

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§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

(List name, legal status, address and other information.)

.1 Land Surveyor:

To be determined

.2 Geotechnical Engineer:

To be determined

.3 Civil Engineer:

To be determined

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Mr. Jack Hayes
President
Frederick Quinn Corporation
103 S. Church Street
Addison, IL 60101
630.628.8500

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Based on the current project schedule, the construction process will be managed on site by Adam Slotkus and John Eallonardo, Executive VP of Construction.

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

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- .1 Cost Estimator:
(List name, legal status, address and other information.)

Performed In-House by FQC personnel

- .2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

§ 1.1.15 Other Initial Information on which the Agreement is based:

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$2,000,000.00) and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

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§ 2.6.3 The Construction Manager shall maintain a minimum of Five Million Dollars and Zero Cents \$5,000,000 in umbrella or excess liability insurance.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per claim and in the aggregate.

§ 2.6.6

Within ten days after the execution of this Agreement, Construction Manager shall file with the Owner valid Certificates of Insurance and amendatory riders or endorsements to Construction Manager's insurance policies, all in form and substance satisfactory to the Owner, and on Construction manager's general liability policy naming Owner and its officers, agents and employees as additional insureds thereunder and providing that it is primary to, and not contributing with, any policy carried by the Construction Manager: covering the same loss with a waiver of subrogation in favor of the Owner. Said endorsements or amendatory riders shall indicate that as respects said additional insureds, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies. The Certificates and amendatory riders or endorsements shall clearly indicate the specific coverage (including the contractual liability for the Construction Manager's obligations under paragraph 8.1.3) and shall contain a provision requiring the giving of written notice to owner until at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies, as evidenced by return receipt of United States Certified Mail. All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Agreement. Certificates shall be presented on an "ACORD" form certificate. The Construction Manager's insurance shall be primary and non-contributory

§ 2.6.7 These Certificates and the insurance policies required by this paragraph 2.6.6 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner and Construction Manager. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the Construction Manager with reasonable promptness in accordance with the Construction Manager's information and belief.

§ 2.6.8 If requested by the Owner after the date thereof, the Construction Manager shall promptly procure, at the Owner's expense, additional liability insurance in such amounts as the Owner may reasonably request insuring against perils not listed in this Agreement, if liability insurance in the amount requested is commercially available to Construction Manager.

§ 2.6.9 If the Construction Manager fails to purchase or maintain the liability insurance required under this Agreement, the Owner may, after giving the Construction Manager thirty (30) days notice and opportunity to correct such failure, (but shall not be obligated to) purchase such insurance on the Construction Manager's behalf and shall be entitled to be repaid for any premiums paid therefore by the Construction Manager.

§ 2.6.10 When such insurance, due to the attainment of a normal expiration date or renewal date, expires, the Construction Manager shall, not less than fifteen (15) days prior to such expiration or renewal date, supply the Owner with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

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§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting

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Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall assist the Owner with bidding all contracts required to be bid under Section 10-20.21 of the Illinois School Code (105 ILCS 5/10-20.21). All bidders shall be required to provide a bid bond, comply with all bidding requirements of Illinois law, including the Criminal Code, and successful bidders shall be required to comply with all federal, state and local laws applicable to contracts with public school districts, including the Illinois Prevailing Wage Act (820 ILCS 430/0.01). The Construction Manager shall provide its recommendation to the Owner as to the lowest responsible bidder for a contract award/s, provide that the Board of Education may make the final determination and award of any and all such contract.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall arrange for and manage Owner's receipt of bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids based on 105 ILCS 5/10-20.21 of the Illinois School Code.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

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§ 3.3 Construction Phase Administration of the Construction Contract

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

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement. Where inconsistent, the terms of this Agreement shall prevail over any inconsistencies with the General Conditions of the Contract for Construction, insofar as the relationship between the Owner and the Construction Manager is concerned.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents. The Construction Manager shall represent the Owner during the Construction Phase in accordance with the obligations imposed by this Agreement and shall advise and consult with the Owner as to all significant aspects of construction of the Project. The Owner shall communicate to the Contractor only through the Construction Manager and the Contractor shall likewise communicate to the Owner only through the Construction Manager. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Owner's Superintendent or Superintendent's designee shall serve as the Owner's liaison and shall be permitted to attend all job meetings, review drawings and plans, and to inspect all Work of the Project. The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of the Project in a timely manner and shall endeavor to cause the construction to be completed in accordance with the project schedule. In addition, the Construction Manager shall review all warranties and related documents and advise the Owner as to whether they are in conformance with the specifications for warranties included in the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule monthly, or more frequently, if necessary to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall observe each of the Contractors of construction to determine if their work is in general conformance with their contract and endeavor to obtain satisfactory performance from each of the Multiple

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Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. The Construction Manager shall be responsible to physically obtain from contractors and subcontractors evidence of any required performance or payment bonds and required certificates of insurance prior to a contractor's or subcontractor's commencement of the work.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are multiple Subcontractors responsible for performing different portions of the Project, the Construction Manager shall: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all the Subcontractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified. If the Owner determines, in its reasonable discretion, that the Work is not satisfactory, the Owner may withhold payment for that portion of the Work until such time as the Owner becomes satisfied that the Work is satisfactory.

The Construction Manager shall provide to the Owner's designee a Draw Summary (for each project bid or awarded separately), for each pay request, showing each Contractor and the amount of payment approved by the Construction Manager in accordance with a schedule previously approved by the Construction Manager and the Owner's designee.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from

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Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project

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submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner. The Construction Manager shall assemble all Contractor "as-built" drawings for purposes of the preparation of record drawings.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the

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Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

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

§ 3.3.30 For a period of one year after the Date of Substantial Completion, the Construction Manager shall act on behalf of the Owner to:

- .1 Coordinate and expedite the resolution of construction-related problems.
- .2 Coordinate and expedite the repair/replacement of items covered under guarantees/warranties.
- .3 Conduct a 10th month follow-up review of the complete facility to verify satisfactory performance of materials and systems.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™-2007)	Owner	
§ 4.1.3 Tenant-related services	Owner	

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§ 4.1.4 Commissioning (B211™-2007)	Owner	
§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner	

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

Additional services will be negotiated and agreed to prior to performance of services .

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing; provided that Construction Manager's provision of services at School Board of Education or committee meetings at the request of the School Board during the course of this Agreement shall be considered as part of basic services;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

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

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 If requested by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 If requested by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner, the Architect and the Construction Manager shall endeavor to provide each other with prompt written notice if either party becomes aware of any fault or defect in the Project or non-conformance with the Contract

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Documents, provided that the Owner's failure or omission to do so shall not relieve the Construction Manager of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation, it being understood that it is the responsibility of the Construction Manager, and the Architect, not the Owner, to observe the Work .

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

Init.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of issuance of the final Certificate for Payment.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment in the amount of \$42,500.00, or lesser amount earned in accordance with proposal dated 9/30/13 as provided in subsection 11.1.1.

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§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site provided, however, that the Construction Manager shall report to the Owner the presence and location of any hazardous material that the Construction Manager or Contractor has discovered.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 Unless disclosure is required by law, if the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 If the Construction Manager is a corporation, each individual executing this Agreement on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said corporation, and in accordance with the by-laws of said corporation and that this agreement is binding upon said corporation in accordance with its terms.

§ 10.10 The Owner and Construction Manager endeavor to communicate all directions, instructions, approvals and confirmations between the Owner and the Construction Manager in writing and confirmed in writing by the Owner's Superintendent.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Pre-Construction Services: \$42,500.00

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

General Conditions:	\$22,250.00/month lump sum without regard to actual costs (if manned with single field PM); or \$31,000.00/month lump sum without regard to actual costs (if manned with two field PMs) from the start of physical construction (i.e., erection of construction fence) and will continue until the end of one month after the final certificate of substantial completion is issued.
CM Fee:	3.15% of the sum of all subcontracts, purchase order contracts, consultant contracts, equipment rental contracts, monthly general conditions, insurance charges, reimbursable expenses and Additional Services.
Insurance:	0.85% of the sum of all prime contracts, purchase order contracts, consultant contracts, equipment rental contracts, general conditions charges, reimbursable expenses and Additional Services.

The monthly general conditions charge is intended to compensate Construction Manager for providing the following services, facilities and materials:

Director of Construction
Field Project Manager
Misc. Project Manager expense
Project Administrative Assistant
Project accounting
Field office
Field office, hauling, set up, removal, supplies and furniture,
Temporary toilets
Postage/Delivery
Copier/computer
Printing
Temp. signs
Telephone
Drinking water
Photographs
Small tools
Schedule
Fire extinguishers

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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Additional services will be negotiated and agreed to prior to performance of services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Five percent (5.00%), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
CEO / CFO	\$250.00/HOUR
Project Executive	\$200.00/HOUR
Director of Construction	\$175.00/HOUR
Chief Estimator	\$175.00/HOUR
Pre-Construction Manager	\$150.00/HOUR
Field Project Manager	\$125.00/HOUR
Asst. Field Project Manager	\$100.00/HOUR
Project Accountant	\$75.00/HOUR
Project Support	\$60.00/HOUR

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; and
- .7 Professional photography, and presentation materials requested by the Owner.

(Paragraphs deleted)

Requests from the Construction Manager for reimbursable expenses will in all instances be accompanied by proof of invoice where applicable and shall not exceed actual out-of-pocket expenses or such authorized multiple of such expenses, as may be agreed upon by the Owner and the Construction Manager.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants.

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§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the
(Paragraphs deleted)
maximum rate permitted by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be kept in accordance with generally accepted accounting principles and shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

§ 14.1 The Construction Manager in performing this Agreement shall comply with all applicable local, county, Illinois and federal laws and regulations, including without limitation those regarding the provision of student records and student confidentiality such as the Illinois School Student Records Act and the Family Educational Rights and Privacy Act and all statutory employment requirements, including, but not limited to, the provision of the "Illinois Human Rights Act" 775 ILCS 5/2-101 and the "Illinois Public Works Employment Discrimination Act," 775 ILCS 10/1.

§ 14.2 The Project Manager and Superintendents shall be satisfactory to Owner and shall have not less than two years of experience and responsibility for field supervision of project(s) of comparable size and complexity.

§ 14.3 The Construction Manager understands and acknowledges that its work, in whole or in part, will be performed

on public school property where there may be direct, daily contact with school students. The Construction Manager

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further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Construction Manager agrees to provide the Owner with the following:

- .1 Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement and having direct, daily contact with students was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
- .2 The Construction Manager will provide the Owner, upon request, a copy of the criminal background check conducted on each such person. In the event the Construction Manager plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the Owner then in that event the Construction Manager will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event the Construction Manager fails to comply with the provisions of this paragraph and 105 ILCS 5/1—21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Construction Manager, then in that event, the Construction Manager agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claim.

§ 14.4 Construction Manager acknowledges that as an independent contractor of Owner it may be subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140/5-1 *et seq.*). As a result, it will comply with Owner's reasonable requests for documents Construction Manager possesses on behalf of Owner in order to comply with the FOIA.

§ 14.5 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract.

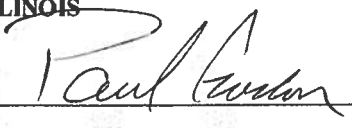
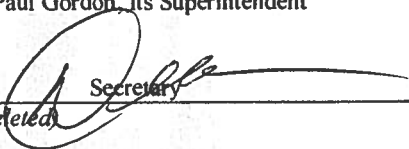
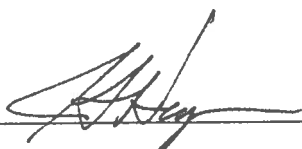


§ 14.6 The Construction Manager shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

§ 14.7 The Construction Manager shall cause to be erected and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations at the jobsite perimeter and notifying owners and users of adjacent sites and utilities.

§ 14.8 Prior to making any decisions related to value engineering or field changes, the Construction Manager shall consult with and obtain the consent of the Owner's designee.

Init.

This Agreement is entered into as of the day and year first written above.

BOARD OF EDUCATION OF GLEN ELLYN SCHOOL DISTRICT 41, DUPAGE COUNTY, ILLINOIS  By: Dr. Paul Gordon, Its Superintendent Attest:  (Rows deleted)	FREDERICK QUINN CORPORATION  By: Mr. Jack Hayes, Its President Attest:  Its: 
--	--



March 18, 2014

Mr. Robert Ciserella
Assistant Superintendent of Finance, Facilities & Operations
Glen Ellyn School District #41
793 N. Main Street
Glen Ellyn, IL 60137

Dear Mr. Ciserella,

MB Financial Bank, N.A. (the "Bank") is pleased to provide this financing commitment to Glen Ellyn School District 41 (the "School District") with respect to the following credit facility. Please understand that this proposal is subject to the negotiation and execution of documentation customary for a transaction of this nature, in a manner and form satisfactory to the Bank and its legal counsel, and is subject to the completion of the Bank's due diligence investigation.

Please give us a call if there are any questions. We look forward to working with you.

With best regards,

Kathy Grele
Vice President
(312) 279-6437

Ken Holub
Vice President
(312) 633-0216

General Obligation Limited Tax Debt Certificate, Series 2014

Amount: Up to \$7,000,000 in direct placement, bank-qualified debt certificates.

Purpose: Proceeds will be used to support the construction of improvements to the School District.

Maturity: 3/26/2029 (~15 years)

Interest Rate: 15-year 'all-in' fixed rate equivalent to 60 basis points over the respective average Illinois general obligation bond curve.

Fixed rate will be set on March 24, 2014, two business days prior to closing.

Callable Option: Callable at any time, subject to prepayment premium.

Principal Payments: Quarterly.

Interest Payments: Quarterly.

Interest Calculation: 30/360.

Fees: No fees.

Prepayment Premium: Yield maintenance as set forth in the Debt Certificate Resolution

Security and Covenants: Limited Tax General Obligation of the School District payable from any funds of the District legally available for such purpose. There is no statutory authority for the levy of a separate tax in addition to other District taxes or the levy of a special tax unlimited as to rate or amount to pay the principal and interest due on the certificates.

Loan Documentation: Bond documents in form and substance satisfactory to Bank and its counsel must be executed and delivered. District will also provide board resolutions, incumbency certificates and other documentation required by Bank. Bank will also require a Validity and Tax Opinion.

We are pleased to provide you with this commitment and excited by the prospect of building our relationship with you. If the terms of this proposal are acceptable to you, please sign the enclosed copy of this letter where indicated and return it by March 24, 2014 at which time this proposal shall otherwise expire.

If you have any questions, please contact us.

Sincerely,

MB Financial Bank, N.A.

By: _____
Kathy Grele
Vice President

By: _____
Ken Holub
Vice President

ACCEPTED:

Glen Ellyn School District #41

By: _____
Mr. Robert Ciserella
Assistant Superintendent of Finance, Facilities & Operations

Covenants of the Bank

1. The School District represents and covenants to the Bank that:
 - (a) The Proceedings and the Debt Certificates do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the School District is subject or by which it is bound;
 - (b) Each representation, warranty or agreement stated in any certificate signed by any officer of the School District and delivered to the Bank in connection with the transactions contemplated by the Proceedings, at or before the closing of this issue, shall constitute a representation, warranty or agreement by the School District upon which the Bank shall be entitled to rely;
2. The School District will deliver or make available to the Bank:
 - (a) At closing, the Debt Certificate, in definitive form, duly executed;
 - (b) Post-closing, certified copies of the Proceedings and other customary closing documents for this type of transaction.
3. *Fees and Costs of Issuance.* The fees and disbursements of counsel to the Bank, counsel to the School District, Bond Counsel, the cost of preparing and printing the Debt Certificate, and miscellaneous expenses incurred in connection with the offering and delivery of the Debt Certificates shall be the obligation of the School District.
4. *Application of Payments.* Prior to the occurrence of a breach of contract, all payments and prepayments on account of the indebtedness evidenced by the Debt Certificate shall be applied as follows: (a) first, to fees, expenses, costs and other similar amounts then due and payable to the Bank, including, without limitation any late charges due hereunder, (b) second, to accrued and unpaid interest on the principal balance of the Debt Certificates, (c) third, to the payment of principal due in the quarter in which the payment or prepayment is made, (d) fourth, to any other amounts then due to the Bank under the Proceedings, and (e) last, to the unpaid principal balance of the Debt Certificates in the inverse order of maturity. Late charges are calculated at 5% of the unpaid portion. Any prepayment on the account of the indebtedness evidenced by the Debt Certificates shall not extend or postpone the due date or reduce the amount of any subsequent quarterly payment of principal and interest due. After a breach of contract has occurred and is continuing, payments may be applied by the Bank at amounts owed under the Proceedings in such order as the Bank shall determine, in its sole discretion.
5. *Patriot Act.* The Bank hereby notifies the School District that, pursuant to the requirements of the U.S.A. PATRIOT ACT (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the "Patriot Act"), the Bank is required to obtain, verify and record information that identifies the School District. The School District agrees to provide to the Bank promptly upon the Bank's request, such information as the Bank shall require for purposes of complying with the requirements of the Patriot Act, the federal regulations issued pursuant to the Patriot Act and any customer identification program established by the Bank in accordance therewith.

MINUTES of a regular public meeting of the Board of Education of School District Number 41, DuPage County, Illinois, held at the Central Services Office, 793 North Main Street, Glen Ellyn, Illinois, in said School District at 7:30 o'clock P.M., on the 24th day of March, 2014.

* * *

The meeting was called to order by the President, and upon the roll being called, Sam Black, the President, and the following members were physically present at said location:

The following members were allowed by a majority of the members of the Board of Education in accordance with and to the extent allowed by rules adopted by the Board of Education to attend the meeting by video or audio conference: _____

No member was not permitted to attend the meeting by video or audio conference.

The following members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the Board of Education would consider the adoption of a resolution providing for an Installment Purchase Agreement in order to build and equip additional classrooms at the Franklin, Lincoln, Churchill and Forest Glen school buildings, authorizing the issuance of the District's General Obligation (Limited Tax) Debt Certificate, Series 2014, evidencing the rights to payment under said Agreement and providing for the sale of said certificate.

Whereupon Member _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Education prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for School District Number 41, DuPage County, Illinois, and for the issue of \$7,000,000 General Obligation (Limited Tax) Debt Certificate, Series 2014, of said School District evidencing the rights to payment under said Agreement, and providing for the security for and means of payment under said Agreement of said Certificate.

* * *

WHEREAS, School District Number 41, DuPage County, Illinois (the "*District*"), is a school district of the State of Illinois operating under and pursuant to the School Code of the State of Illinois, as amended (the "*School Code*"), the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*"); and

WHEREAS, the Board of Education of the District (the "*Board*") has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to build and equip additional classrooms at the Franklin, Lincoln, Churchill and Forest Glen school buildings, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the "*Project*"), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Resolution to be not less than \$7,000,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of \$7,000,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the School Treasurer who receives the taxes of the District (the "*Treasurer*"), as nominee-seller; authorize the President and Secretary of the Board to execute and attest, respectively, the Agreement on behalf of the District and to file same with said Secretary in his or her capacity as keeper of the records and files of the District; and issue a certificate evidencing the indebtedness incurred under the Agreement in the amount of \$7,000,000:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Education of School District Number 41, DuPage County, Illinois, as follows:

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

Section 2. Authorization. It is necessary and advisable for the residents of the District to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of a certificate evidencing the indebtedness incurred under the Agreement.

Section 3. Agreement is a General Obligation; Annual Budget. The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Resolution, the President and Secretary of the Board be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary of the Board and retained in the District records and shall constitute authority for the issuance of the Certificate hereinafter authorized.

Section 5. Form of the Agreement. The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for School District Number 41, DuPage County, Illinois.

* * *

THIS INSTALLMENT PURCHASE AGREEMENT (this "*Agreement*") dated as of March 26, 2014, by and between the School Treasurer who receives the taxes of the District (as hereinafter defined), as Nominee-Seller (the "*Seller*"), and School District Number 41, DuPage County, Illinois, a school district of the State of Illinois (the "*District*");

WITNESSETH

A. The Board of Education of the District (the "*Board*") has determined to build and equip additional classrooms at the Franklin, Lincoln, Churchill and Forest Glen school buildings (the "*Project*"), all as previously approved by the Board and on file with the Secretary of the Board (the "*Secretary*").

B. Pursuant to the provisions of the School Code of the State of Illinois (the "*School Code*"), the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*"), in each case, as supplemented and amended (collectively "*Applicable Law*"), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 24th day of March, 2014, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the "*Resolution*") authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificate (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed \$7,000,000, plus the amount of

investment earnings which are earned on the amount deposited with the School Treasurer from the sale of the Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$7,000,000, plus the amount of investment earnings which are earned on the amount deposited with the School Treasurer from the sale of the Certificate.

3. PAYMENTS

The payment of the entire sum of \$7,000,000 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificate in the Resolution.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificate. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificate, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificate, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificate and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done

precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the President of its Board, and also attested by the Secretary of its Board, all as of the day and year first above written.

SELLER: Signature: _____

Name: Bob Ciserella
as Nominee-Seller and the School Treasurer

ATTEST:

Secretary, Board of Education

SCHOOL DISTRICT NUMBER 41, DuPAGE
COUNTY, ILLINOIS

President, Board of Education

ATTEST:

Secretary, Board of Education



Board Report

Date: March 24, 2014
Title: Copier Refresh
Submitted by: Mike Wood, Director of Technology

Long-Range Plan Focus:

This recommendation provides for alignment with Goal #3 of the Superintendent's Long-Range Plan:

District technology will stay current with industry standards that support 21st century learning.

Discussion: The District's three-year, fair market value lease for 15 Xerox 5775 copiers and 1 Xerox Colorcube color printer is due to expire August 2014, at which time the equipment will be returned to the leasing company. In the interim, the administration has solicited quotations from several vendors that include pricing for replacement copiers, a color printer, and service and supplies as specified on the attached document.

The final four vendors are Konica Minolta (Konica Minolta), Chicago Office Technology Group (Xerox), Image Tec (Ricoh), and Cannon (Cannon). Below is a summary of quotes for the hardware, service and supplies.

Cannon				
Model	Qty	Cost	Total Hardware	Annual Lease
imageRunner Advance 6275 w/Finishing Units	15	\$15,499	\$232,485	
imageRUNNER ADVANCE C7260 w/Finishing Units	1	\$15,877	\$15,877	
		Totals	\$248,362	\$83,201
Maintenance & Supplies				
Estimated Annual B/W Copier Page Counts	Cost	Ext Total		
9,000,000	0.0034	\$30,600		
Estimated Annual B/W Page Counts Color Printer	Cost			
250,000	0.0034	\$850		
Estimated Annual Color Page Counts Color Printer	Cost			
500,000	0.045	\$22,500		
	Annual Total	\$53,950	3Yr Investment	
	Total Annual Hardware & Service	\$137,151	\$411,453	

ImageTec

Model	Qty	Cost	Total Hardware	Annual Lease
Ricoh MP 9002sp w/Finishing Units	15	\$14,999	\$224,985	
Ricoh MPC 4503 w/Finishing Units	1	\$8,522	\$8,522	
		Totals	\$233,507	\$78,225
Maintenance & Supplies				
Estimated Annual B/W Copier Page Counts		Cost	Ext Total	
9,000,000	0.0045	\$40,500		
Estimated Annual B/W Page Counts Color Printer				
250,000	0.006	\$1,500		
Estimated Annual Color Page Counts Color Printer				
500,000	0.04	\$20,000		
	Annual Total	\$62,000	3Yr Investment	
	Total Annual Hardware & Service	\$140,225	\$420,675	

Konica

Model	Qty	Cost	Total Hardware	Annual Lease
Bizhub 754e w/Finishing Units	15	\$12,452	\$186,785	
Bizhub C554e w/Finishing Units	1	\$13,418	\$13,418	
		Totals	\$200,203	\$67,100
Maintenance & Supplies				
Estimated Annual B/W Copier Page Counts		Cost	Ext Total	
9,000,000	0.0046	\$41,400		
Estimated Annual B/W Page Counts Color Printer				
250,000	0.006	\$1,500		
Estimated Annual Color Page Counts Color Printer				
500,000	0.0405	\$20,250		
	Annual Total	\$63,150	3Yr Investment	
	Total Annual Hardware & Service	\$130,250	\$390,750	

COTG				
Model	Qty	Cost	Total Hardware	Annual Lease
Xerox D95 w/Finishing Units	15	\$18,000	\$270,000	
Xerox 7830 w/Finishing Units	1	\$8,301	\$8,301	
		Totals	\$278,301	\$93,231
Maintenance & Supplies				
Estimated Annual B/W Copier Page Counts		Cost	Ext Total	
9,000,000	0.0028	\$25,200		
Estimated Annual B/W Page Counts Color Printer				
250,000	0.04	\$10,000		
Estimated Annual Color Page Counts Color Printer				
500,000	0.0028	\$1,400		
	Annual Total	\$36,600	3Yr Investment	
	Total Annual Hardware & Service	\$129,831	\$389,493	

Additional Costs and Information:

All training delivery and networking are included in the costs provided by Konica Minolta.

Recommendation: This information is presented for discussion. The administration will recommend at the April 14, 2014, Board of Education meeting that the board approve the acquisition of 15 Bizhub 754e with finishing units and 1 Bizhub C554e with finishing units from Konica Minolta through a three-year fair market value lease with American Capital Leasing. The annual cost for all hardware will be \$67,100, with a total investment at the end of the three-year lease of \$201,300. The administration also recommends that the Finance and Facilities Committee supports contracting with Konica Minolta to provide service and supplies for all hardware as specified in the table above. The total estimated annual cost for hardware, service and supplies is \$130,250, for a total investment of \$390,750 at the end of the three-year lease. The service and supplies will be billed on a quarterly basis, separate from the hardware lease.

Copier Feature Requirements

- Automatic Document Feeder, 50 pages
- Tri-Fold
- Stapling feature
- Scan to file feature
- Scan to e-mail feature
- 75 PPM for all workroom machines
- Booklet maker feature with saddle stitch on all workroom machines
- Remote access for copier counts and service alerts
- Full network capability
- Paper capacity trays for workroom machines will minimally hold the equivalent of 5 reams of 8 1/2 x 11 stock
- Additional paper trays for workroom machines to hold at least 4 other paper sizes that are adjustable by size and/or orientation
- 3-hole punch feature
- Double sided feature
- Photo/Text output feature
- Output sizes to 11x17 especially for workroom machines
- Size of equipment should not exceed existing Konica Minolta equipment measurements