



11-13

**Glen Ellyn School District 41**

**Dr. Ann K. Riebock, Superintendent**

**MINUTES**

**GLEN ELLYN SCHOOL DISTRICT 41**

**PUBLIC HEARING  
AND  
BOARD OF EDUCATION REGULAR MEETING**

**FEBRUARY 21, 2011  
7:15 PM**

**ABRAHAM LINCOLN SCHOOL  
380 GREENFIELD  
GLEN ELLYN, ILLINOIS**

**PUBLIC HEARING:  
PROPOSED CHANGE IN THE DESIGNATION OF LEGAL SCHOOL HOLIDAYS**

Board President Steven Vondrak called the public hearing to order at 7:15 p.m.

Board members present: Drew Ellis, Erica Nelson, Dan Smith, Terra Howard, Bob Solak and Steve Vondrak. Mr. Kenwood was absent.

Mr. Vondrak explained the purpose of the hearing was to take testimony on District 41's proposal to change the designation or use of school holidays, Veterans' Day, Martin Luther King Jr. Day, Abraham Lincoln's Birthday, Casimir Pulaski Day and Columbus Day, allowing it the option of holding regular school with student attendance, or to schedule teachers' institutes, parent/teacher conferences or staff development activities (including school improvement and in-service training.) Mr. Vondrak further explained that Public Act 96-640, enacted on August 24, 2009, amended the Illinois School Code 105 ILCS 5/24-2 so that school districts are no longer required to request a waiver from the Illinois State Board of Education (ISBE) to use certain school holidays for other purposes. However, in order to designate these school holidays for purposes other than a holiday, the District is required to hold a public hearing and have Board approval. Once this criteria has been met, the provision is valid forever or until the School Code is changed.

Mr. Vondrak advised that notice of the hearing was published in the GateHouse Media Suburban Newspapers (d/b/a Suburban Life Publications); written notice was sent to both educators and parents and that Board action on this proposal was scheduled later in the evening during the Board of Education meeting.

Mr. Vondrak asked if there were any members of the public who wish to comment on the District's proposal. Hearing none, the public hearing was closed at 7:16 p.m.

## **REGULAR BOARD MEETING**

### **Call to Order**

Board President Steve Vondrak called the meeting to order at 7:16 p.m.

### **Pledge of Allegiance**

Board member Erica Nelson led in the recital of the Pledge of Allegiance.

### **Roll Call**

Upon the roll being called, the following members answered present: Drew Ellis, Erica Nelson, Dan Smith, Terra Howard, Bob Solak and Steve Vondrak. John Kenwood was absent.

### **Public Participation**

Parent Joie Scott and Hadley student Kate Wild expressed concern about the possible elimination of Rising Stars, a fee-based, show choir activity, sponsored by the PTA and currently housed at both Forest Glen and Hadley Schools. They encouraged the Board to support the Rising Stars Team and allow the team to continue using District 41 building space for the program.

### **Recognition**

Snow Removal Efforts: On behalf of the Board and Administration, Dr. Riebock thanked the Buildings and Grounds and the Custodial staff for their extraordinary efforts to remove snow during the early February snow storm. Assistant Superintendent for Finance, Facilities and Operations Bob Ciserella noted that staff worked round the clock to ensure that schools were able to reopen on Friday, February 4, after two days of emergency closings. In recognition of their efforts, Dr. Riebock presented District 41 Vision pins to Mike Sarallo, Koco Qirko and Ilija Mackovic, who were present. Also recognized, were Ed Maylath, Ken Kotovsky, Gjergji Deli, Kristaq Jorgji, Pellumb Bedteshaj, Mike Peters, Marc Henry, Fatos Baholli, Arben Loci, Artur Zagorcani, Nikolla Pergjika and Adriatik Perihana.

### **Presentations, Reports and Initiative Updates**

- A. Lincoln School Presentation: Lincoln principal Shannon Cross and a team of teachers gave a PowerPoint presentation on Lincoln's work with its newcomer/refugee students. Lincoln's presentation described the journey of families who have traveled from refugee camps in Sudan, Thailand, Burma, Nepal and other countries and resettled in the Lincoln school attendance area, and illustrated the Lincoln staff's commitment to meeting the unique needs of the newcomer/refugee students through a collaborative approach. The presentation also included data and video clips of students and teachers working together. The entire presentation can be viewed here [http://www.d41.org/images/AL\\_BOE\\_presentation\\_2011sc2\\_ab.pptx](http://www.d41.org/images/AL_BOE_presentation_2011sc2_ab.pptx)
- B. Master Facility Plan (MFP) Recommendation: Superintendent Dr. Ann Riebock and Board Vice President Bob Solak gave a report on the Finance and Facilities Committee's MFP recommendations. Dr. Riebock noted that the MFP process began following the \$40 million facilities referendum which was defeated in 2007. In 2008, the District convened a stakeholder committee to study the issue and to develop a plan that could be supported by the community. The MFP Steering Committee presented its recommendation to the Board in March 2009 for analysis. Subsequently, in February 2010, the Finance and Facilities Committee assumed leadership for the MFP review and has been studying the MFP Committee's recommendation. The review included analyzing a number of options and providing rationale for retention or elimination of the options. The following is a summary of the Finance Committee's review and analysis.

The Finance Committee used the following criteria to analyze the original options examined by the MFP Steering Committee.

- Long-term elimination of portable classrooms
- Final option Cost less than \$100,000,000

- Assumes an enrollment of 3700 students district-wide
- Assumes elementary schools of four sections Pre-K-5
- Meets educational objectives, currently defined as "21<sup>st</sup> Century Learning Environment" (reflected in flexible space, large/small group space, etc.)

Two "large parcel" options were added; all but four were initially eliminated and the final list of options was narrowed to three.

#### Reasons for Option Elimination

- Continued reliance on portables
- Lack of alignment with educational priorities or 21<sup>st</sup> Century Learning Definition
- Significant disruption to schools and learning for a substantial length of time
- Cost and length of time using a swing school
- Scope of renovation is not comprehensive
- Cost of renovation/tear downs too high
- Changes to programs delivered
- Placed too many students on elementary sites

#### Additional Information Gathered for Remaining Options

- "Overhead" costs for operating another building
- Rough cost estimates for building construction
- Test fits for K-5 at Spalding site

#### Recommended Options

- Construct a new facility on the Spalding property to house a four-section Pre-K-5 and adjust school attendance boundaries. Additions/renovations necessary at Hadley and the elementary schools to remove all portables.
- Purchase a larger parcel of land other than Spalding that can house a new four-section, Pre-K-5 elementary school and adjust school attendance boundaries. Additions/renovations necessary at Hadley and the elementary schools to remove all portables.
- Purchase a larger parcel of land, build a 6-8 junior high, renovate Hadley to be a four-section, Pre-K-5 school that houses the administration center and the buildings and grounds operations. Additions/renovations necessary at Hadley and the elementary schools to remove all portables

#### Recommended Next Steps

##### Short-Term:

- Land Acquisition
  - Analyze properties in District for all possible large parcel(s) where another building could be built.
  - Determine whether or not the school district should pursue property acquisition to attain a larger parcel of land
  - Determine funding source for land purchase (reserves?)
- Conduct a new demographic study to confirm/alter enrollment assumptions
- Choose between different options presented.
- Determine methods and objectives for community engagement for the Board's decision process

##### Long-Term:

- Develop and implement a long-range facilities plan that includes constructing a new building and renovating existing school

It was noted that the Finance Committee did not identify a parcel to be acquired, should the Board support that direction. The Committee emphasized that its recommendation is not intended to be the least expensive solution to eliminate portables, but is a plan that would have to be realized over time and will be useful for decades to come.

The Board noted that while the MFP discussion has gone on for several years, progress has been made and it is important for the Board to keep this effort moving forward. Board members concurred that the options presented were well-researched and it is looking forward to discussing next steps and a solution that will meet the District's needs over the next several decades.

Dr. Riebock expressed her appreciation to Drew Ellis, Bob Solak, Bob Ciserella and Phyllis Hanna for their diligent contributions to the process and recognized the MFP Committee members for their contributions as well.

Dr. Riebock asked the Board to consider March 14, 2011 and April 11, 2011 as suggested dates for Board workshops to further discuss the MFP recommendations and outline next steps such as a community engagement process.

**Public Comment:**

- Members of the 2009 MFP Steering Committee encouraged the Board to stick with the process for developing a long-term plan.
- Rob Herbold asked the Board if it had examined consolidation possibilities with District 89 in light of Governor Quinn's recent statements. Mr. Solak replied that in previous discussions, District 89 indicated that it was not interested in consolidation. Dr. Riebock added that in light of the Governor's recent comments school districts will probably have to explore the consolidation discussion; however, in District 41's case it would be a parallel conversation to the MFP discussion.

**Action Items**

- A. Consent Agenda: Mr. Vondrak asked if there were any items Board members would like removed from the Consent Agenda to be considered separately. Hearing no requests,

*Mr. Ellis moved and Mr. Smith seconded to approve the actions and recommendations of the Consent Agenda as presented and listed below. On a roll call vote answering "Aye: Nelson, Howard, Solak, Ellis, Smith and Vondrak; Answering "Nay": None. Motion carried.*

1. Human Resources
  - (a) Personnel Report (Attachment)
    - Employment Recommendations
    - Resignations
    - Leave Requests
    - Internal Transfers
2. Finance Facilities and Operations (Attachment)
  - (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) 2010-2011 FOIA Report
3. Other Matters
  - (a) Board Meeting Minutes: February 7, 2011 Regular Meeting

B. Superintendent's Recommendations

1. 2011-2012 Student Fees: At its February 7, 2011 meeting, the Board discussed the Administration's recommendation to keep District 41 student fees for the 2011-2012 school year the same as this year's fees as outlined below.



<b>Basic Fees</b>	
Early Childhood	\$56.00
Kindergarten	\$56.00
Elementary School	\$75.00
Junior High School	\$115.00
<b>Activity Fees</b>	
First Activity	\$30.00
Second Activity	\$15.00
Third Activity	\$7.50
Fourth Activity	\$3.75

*Mrs. Nelson moved and Mr. Solak seconded to approve the Administration's recommendation as presented. On a roll call vote answering "Aye": Solak, Ellis, Smith, Nelson, Howard and Vondrak; answering "Nay": None. Motion carried.*

2. 2011 Request for Proposal Results, Electric Services: At its February 7, 2011 meeting, the Board discussed the Administration's recommendation to award a contract for District 41 electric services to the low bidder, Integrys Energy Services/Nania Energy in the amount of \$.05333 per kilowatt hour for the period beginning March 21, 2011, through December 31, 2013.

*Mr. Ellis moved and Mr. Solak seconded to approve the Administration's recommendation as presented. On a roll call vote answering "Aye": Ellis, Smith, Nelson, Howard, Solak and Vondrak; answering "Nay": None. Motion carried.*

- a. Approval of Proposed Change in the Use of Legal School Holidays (Illinois School Code, 105 ILCS 5/24-2): Earlier in the evening, a public hearing was held to hear testimony on the District's proposal to change the designation for the use of the school holidays, Veterans' Day, Martin Luther King Jr. Day, Abraham Lincoln's Birthday, Casimir Pulaski Day and Columbus Day, allowing the District the option to observe these holidays or to hold regular school with student attendance, or to schedule teachers' institutes, parent/teacher conferences or staff development activities (including school improvement and in-service training.) The Administration is recommending Board approval of its proposal to change the use/designation of these holidays. Once approved by the Board, the provision is valid forever or until the School Code is changed and the District is no longer required to submit a new request every five years.

*Mr. Ellis moved and Mrs. Howard seconded to approve the Administration's recommendation as presented. On a roll call vote answering "Aye": Smith, Nelson, Howard, Solak, Ellis and Vondrak; answering "Nay": None. Motion carried.*

3. Board Policy #2:210-Organizational School Board Meeting: At its February 7, 2011 meeting, the Board conducted a second reading and considered approval of recommended revisions to Section II Board policy and procedures. At that time, Board discussion focused on the proposed language change to policy #2:210 and determined that the language would require further review prior to Board approval. In response to that discussion, Erica Nelson has edited this policy and the Administration is recommending Board approval.

*Mrs. Howard moved and Mr. Ellis seconded to approve the Administration's recommendation as presented. On a roll call vote answering "Aye": Nelson, Howard, Solak, Ellis, Smith and Vondrak; answering "Nay": None. Motion carried.*

## **Superintendent's Report**

Dr. Riebock provided an update on the work of the Continuous Improvement Team (CIT) at its last meeting and the Team's examination of a final draft of the Long Range Plan Renewal by work groups.

## **Board Reports**

- Terra Howard reported on the LLT meeting. Discussion topics included:
  - Review of two PDSA's for curriculum writing in the area of Bilingual/ESL curriculum and Special Education curriculum. The work is scheduled to begin this spring and will continue through the summer and possibly next year.
  - There will be a call for committee membership.
  - Findings from the ISAT Reading Item Analysis data were shared and reviewed, as well as findings from the ISAT Math Item Analysis data.

Mrs. Howard also reported on the PTA Executive Council meeting held earlier in the day. Discussion topics included:

- The D36 PTA council held their meeting at the Glen Ellyn Library. The state PTA Conference is on March 11 in Schaumburg.
  - PTA Council nominating committee has been established; anyone interested in serving on the PTA Council should contact Jolie Murphy.
  - The Parent Involvement Committee is looking for one parent from each school to serve on the committee.
  - Monday, March 7, 2011, 7-8 p.m., a presentation on allergies at Churchill School.
  - There was discussion about District-wide policy vs. a PTA policy for the use of student pictures on PTA websites.
  - Ben Franklin School is tentatively hosting the candidate forum for all school PTAs on March 10 from 7-8 p.m.
  - PTA websites
- Erica Nelson reported on Lincoln PTA meeting. Discussion topics included:
    - Lincoln's presentation during the February 21 Board meeting at Lincoln School
    - A review of the ISAT testing schedule and process for grades and specific content areas and make-up exam schedule
    - Additional methods for measuring academic progress

Mrs. Nelson also reported on the PTA Executive Council meeting as follows:

- PTA by-laws were presented
- PTA budget reviewed and accrued balance and options for identifying appropriate use for these funds

## **Discussion Items**

- A. 2011-2012 Proposed School Calendar: Dr. Riebock reported that a Calendar Committee comprised of representative stakeholders from the Board of Education, the support staff union, the teachers' union, the administration, the Executive Assistant to the Superintendent and the Superintendent work collaboratively to present a recommended calendar for Board action. Dr. Riebock noted that in developing this draft calendar, the Committee worked to maximize instructional time and create as many five-day weeks as possible as well as align with District 87's calendar, whenever possible. Overall, next year's proposed calendar is very similar to this year's with some minor exceptions. The main differences are that Winter Break occurs mid-week in December (December 21) and students and staff return mid-week in January (January 4) and the ending of the school year is two days earlier because of a leap year and the continued non-observance of President's Day in February. The first student attendance day is August 24, and the last student attendance day is June 6; if no emergency days are needed, the last student attendance day will be May 30. The Board expects to take action on the matter at its March 7, 2011 Board meeting.

Board member Terra Howard, who is a member of the Committee, said that the rationale for non-observance of President's Day this year was due to a County-wide Institute Day scheduled on Friday of the same week. Mrs. Howard emphasized that when planning the school calendar, the objective is to provide students and staff the best possible learning environment, while maximizing the staff's professional development opportunities.

Mrs. Howard noted that while the non-observance of President's Day was communicated well, there was still some confusion in the eleventh hour. Dr. Riebock shared student absent percentages and some feedback that she received from dissatisfied parents by phone. Dr. Riebock acknowledged that buildings had difficulty getting substitutes and said that perhaps these factors will need to be considered in the planning and communication of future calendars.

The Board discussed the possibility of holding Institute Days on other waived holidays and the trade off of doing so including an earlier end to the school year and the impact on the District's other labor groups.

- B. 2011 Summer Capital Projects: As part of its long-range capital projects plan, the District completes maintenance projects each summer. Assistant Superintendent for Finance, Facilities and Operations Bob Ciserella presented the annual update for the 2011 summer work. Below is a summary of the projects and bid results.

2011 Summer Capital Projects bid documents were developed as Base Bid with Alternates A-2 and S-1.

Base bid projects include:

- Churchill Replace damaged entry doors to large gym
- Franklin Replace flooring along gym corridor  
Paving and sidewalk replacement  
Replace Bryant Ave. entrance  
Brick repair along north wall
- Lincoln Paving and sidewalk replacement  
Interior painting

Alternate A-2:

- Franklin Replace additional flooring along gym corridor

Alternate S – 1:

- Lincoln Replace exterior gym stairway entrance

Twenty three bids were received and opened on January 20, 2011 with the lowest base bid of \$551,000 and the highest base bid of \$929,000. After review of Alternate S-1 pricing, the Administration determined it would not move forward with this alternate. Bids for Alternate S-1 are not included in the listing of bidding contractors and pricing which follows:

Contractor	Base Bid	A-2	Total Bid
RL Sohol	\$ 551,000.00	\$ 19,000.00	\$ 570,000.00
Lite	\$ 655,237.00	\$ 8,000.00	\$ 663,237.00
Tuscany Construction	\$ 655,000.00	\$ 12,000.00	\$ 667,000.00
Simpson	\$ 680,800.00	\$ 6,550.00	\$ 687,350.00
Sigalos	\$ 678,895.00	\$ 8,940.00	\$ 687,835.00
Construction Solutions	\$ 683,723.00	\$ 6,700.00	\$ 690,423.00
Pan Oceanic Engineering	\$ 675,378.00	\$ 20,000.00	\$ 695,378.00
Chicago Commercial	\$ 689,000.00	\$ 12,000.00	\$ 701,000.00
DTS Enterprises	\$ 689,000.00	\$ 19,000.00	\$ 708,000.00

Northwest contractors	\$ 717,000.00	\$ 17,000.00	\$ 734,000.00
Continental Construction Co.	\$ 720,000.00	\$ 26,000.00	\$ 746,000.00
Schaeffges	\$ 738,800.00	\$ 18,900.00	\$ 757,700.00
Vengar	\$ 757,900.00	\$ 15,800.00	\$ 773,700.00
Manusos	\$ 768,000.00	\$ 11,010.00	\$ 779,010.00
Robert Yiu	\$ 757,600.00	\$ 22,154.00	\$ 779,754.00
LJ Morse	\$ 771,600.00	\$ 8,270.00	\$ 779,870.00
Scale	\$ 794,500.00	\$ 10,000.00	\$ 804,500.00
Expedia	\$ 795,000.00	\$ 11,500.00	\$ 806,500.00
Mertes	\$ 841,000.00	\$ 9,885.00	\$ 850,885.00
Bergen	\$ 878,000.00	\$ 8,500.00	\$ 886,500.00
Foxfield	\$ 869,000.00	\$ 19,550.00	\$ 888,550.00
All Bry Construction	\$ 899,000.00	\$ 15,000.00	\$ 914,000.00
Cannon	\$ 929,000.00	\$ 38,645.00	\$ 967,645.00

Initially, the lowest bidder was RL Sohol Construction Co. with a base bid and Alternate A-2 total cost of \$570,000. On January 24, 2011, RL Sohol withdrew its bid. The second lowest bidder of the base bid and alternate A-1 projects is Lite Construction Inc. with a total bid cost of \$663,237.

All projects currently under consideration for inclusion in the 2011/2012 budget and completion during the summer of 2011 are itemized below:

<b>Description</b>	<b>Pricing</b>
2011 Summer Capital Projects	\$663,237
Hadley Courtyard	\$190,000
Repair Hadley delivery entrance	\$25,000
Franklin Lead Abatement - Entryway	\$10,945
District Landscaping due to Construction Projects	\$5,000
Professional Fees – Typically budgeted and expended as a consultant fee	\$100,000
<b>Total Funds Committed to 2010 Fiscal Year Budget</b>	<b>\$994,182</b>

The Board is expected to take action on this matter at its March 7, 2011 meeting. At that time, the Administration will recommend that the Board of Education approve the bid from Lite Construction Inc. in the amount of \$663,237 for the base bid and Alternate A-2.

The Board asked for clarification on higher percentage of professional fees (15%) as opposed to the customary percentage of 10%. Mr. Ciserella noted that the professional fees are for both architectural services as well as engineering services and he has taken a conservative approach with the estimates since he feels that that will be some extra costs associated with these projects and wants to make sure all costs will be covered. Mr. Ciserella will provide the Board will more specific information regarding the extra project costs.

- C. Hadley Courtyard Renovations: At the November 1, 2010 Board meeting, the Administration presented a \$50,000 proposal for renovating the Hadley Courtyard. At that time, the Board directed the Administration to develop a more comprehensive plan to transform the courtyard into a viable learning space that could be used in alignment with the curriculum and would be a long-term asset to Hadley students in the years to come.

To that end, the Administration in partnership with Hadley building staff developed a new plan that creates an outdoor learning environment that is educationally, environmentally and economically sustainable. Particular attention has been paid to minimize the impact to



surrounding classrooms and maximize this space on behalf of students, staff and community stakeholders. The conceptual plan developed by FGM Architects estimates the space will accommodate up to three classrooms of students and provide for programs in literacy, science, library and math studies. Additionally, it is anticipated this space will be used by the Hadley arts programs. The attached concept plan includes three separate learning spaces including a small amphitheater. These areas will be constructed with permeable pavers connected by a paved sidewalk to allow students and staff to transition from space to space as necessary. Areas not constructed with permeable pavers will be seeded for grass growth. Every attempt to maintain the existing trees will be made.

Preliminary design concepts have been shared with Village officials. A final determination of storm water implications has not yet been resolved; however, an estimate for storm water requirements has been included in our preliminary cost estimates. The estimated costs are set forth in the table below:

<b>Description</b>	<b>Pricing</b>
Hadley courtyard construction	\$150,000
Storm water allowance	\$15,000
Professional fees	\$25,000
Total estimated costs of Hadley courtyard	\$190,000

The Board will take action on this matter at its March 7, 2011 meeting.

Mr. Smith asked for clarification on the increase in cost from when the project was first presented and asked whether this money would be better spent on other learning tools such as SmartBoards, etc. Dr. Riebock noted that when first presented, the Board asked the Administration to reexamine the project in order to use the space to its full extent and make it a true learning environment. It is currently an underutilized space which can be expanded and enhanced to be used during school and for after school activities.

(Attachment)

### **Upcoming Meetings**

- March 7, 2011 Board of Education Regular Meeting, Central Services Office
- March 21, 2011 Board of Education Regular Meeting, Central Services Office

### **Other**

There were no other matters discussed by the Board.

### **Public Participation**

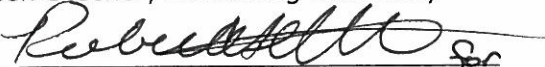
- Lee Fruit, Lincoln PTA president asked about the District's photo permission policy as it relates to PTA websites and protecting students and expressed an interest in being part of the District's discussion related to today's social media and protecting District 41 students

### **Adjournment**

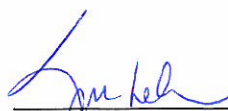
*There being no further business, Mrs. Howard moved and Mr. Smith seconded to adjourn the Regular Meeting of the Board of Education at 9:50 p.m. Motion carried on a unanimous voice vote.*

Respectfully submitted,

Maureen Stecker, Recording Secretary



Steve Vondrak, Board President



Erica Nelson  
Secretary, Board of Education

Minutes approved: March 7, 2011



## Glen Ellyn School District #41 Board Report

**Date:** February 21, 2011

**Title:** Personnel Report – Final

**Contact:** Laurie Campbell, Director of Human Resources

**Long-Range Plan Focus:** The recommendations contained in this Personnel Report support Goal #1, Target 6 of the Superintendent's Long-Range plan: We will recruit, hire, support and retain high quality staff.

**Discussion:** Section 8.8 of the collective bargaining agreement with the teachers' association (GEEA) addresses job sharing leaves of absence. Job sharing leave proposals are submitted to the administration for approval in January of each year. These leaves are limited to one year only. In order to be considered for a subsequent year, the job sharing partners must reapply and then receive approval. The administration is recommending approval of two job shares for the 2011-2012 school term.

Section 8.7 of the collective bargaining agreement with the teachers' association (GEEA) addresses the general leave of absence process. In the case of a general unpaid leave of absence, the Board has three options. The leave can be granted with a) a guarantee of re-employment; or b) re-employment may be contingent upon the availability of vacant positions; or c) the employee, at his/her request, will be considered for placement in any vacant position for which he/she qualifies to the district's satisfaction.

**Leave Requests:**

Name	School	Position	Type of Leave	Duration of Leave
Dawn Bredfeldt & Margaret Peter	Lincoln	Second Grade Teacher	Job Sharing Leave	2011-2012 school term
Emily Piszczor & Toni Birdsell	Churchill	First Grade Teacher	Job Sharing Leave	2011-2012 school term
Amy C. Wagner	Churchill	Currently on Leave	Leave of Absence – b) re-employment may be contingent upon the availability of vacant positions	2011-2012 school term

**Employment Recommendations:**

Name	School	Position	Placement/Salary	Effective Date
Deanna Morello	Forest Glen	Special Ed Teacher (Increase from 0.5 to 1.0 FTE)	MA, step 6/\$11,091.97	February 21, 2011
Diane Stoner	Forest Glen	Special Ed Aide (Increase from 0.5 to 1.0 FTE)	\$11.05 Per Hour/\$2,817.75	February 22, 2011

**Internal Transfers:**

Name	School/Position	to	School/Position	Effective Date
Kathleen Brennan	Franklin/Special Ed Aide		Forest Glen and Lincoln/Special Ed Aide	February 21, 2011

**Resignations:**

<b>Name</b>	<b>School</b>	<b>Position</b>	<b>Effective Date</b>
Julie Grube	Forest Glen	School Administrative Assistant	March 1, 2011
Lisa Koehler	Hadley	Social Worker (0.5 FTE)	End of 2010-2011 school term
Katherina Papadopoulos	Hadley	Currently on Leave	End of 2010-2011 school term

**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  
February 21, 2011**

**Glen Ellyn School District 41**

**Period Ending:  
January 31, 2011**

***Draft Until Approved***

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

**February 21, 2011**

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- (e) School District Payment Order for period January 15, 2011 – February 14, 2011
- (f) Vandalism/Damage Report
- (g) Disposal of Surplus Property
- (h) 2010-2011 FOIA Report

Glen Ellyn School District 41  
Monthly Treasurer's Report

January 2011											
FUND	FUND BALANCE 12/31/2010	CASH BAL 12/31/2010	REVENUE	EXPENDITURES	INVESTMENTS (Increase) Decrease	LIABILITIES (Increase) Decrease	CASH BAL. 1/31/2011	INVESTMENTS AT COST	CASH + INVESTMENTS	LIABILITIES - RECEIVABLE (YTD)	FUND BALANCE 1/31/2011
Education	25,125,991.85	\$ 457,503.77	\$ 512,173.48	\$ 2,779,659.96	\$ 1,949,915.21	\$ 19,483.32	159,415.82	\$ 22,248,420.59	\$ 22,407,836.41	\$ (450,668.96)	22,858,505.37
Self-Insurance Dental	91,666.37	91,666.37	26,271.45	22,991.97	-	-	94,945.85	-	94,945.85	-	94,945.85
Operations and Maintenance	5,463,381.31	147,829.66	35,056.33	254,454.75	71,775.37	-	206.61	5,243,776.28	5,243,982.89		5,243,982.89
Debt Service	3,036,681.28	261.73	22,653.64	-	(22,653.64)	-	261.73	3,059,053.19	3,059,314.92	-	3,059,314.92
Transportation	651,261.13	24.79	6,691.42	209,179.63	203,308.58	-	845.16	447,927.76	448,772.92	-	448,772.92
Municipal Retirement/Social Security	858,353.43	0.69	46,117.01	89,781.22	69,082.29	0.70	25,419.47	789,268.93	814,688.40	(0.82)	814,689.22
S&C Life Safety	-	-	-	-	-	-	-	-	-	-	-
Capital Projects	199,769.86	115.94	7.10	-	(7.10)	-	115.94	199,661.02	199,776.96	-	199,776.96
Working Cash	3,234,651.86	44.60	13,160.33	-	(13,160.33)	-	44.60	3,247,767.59	3,247,812.19	-	3,247,812.19
Tort	2,212.24	73.48	12.49	-	(12.49)	-	73.48	2,151.25	2,224.73	-	2,224.73
Totals	\$ 38,663,949.33	\$ 697,521.03	\$ 662,143.25	\$ 3,356,087.53	\$ 2,258,247.89	\$ 19,484.02	\$ 281,328.66	\$ 35,238,026.61	\$ 35,519,355.27	\$ (450,669.78)	\$ 35,970,025.05



January 2011

Identifier	Certificate #	Issue Date	Maturity Date	#of Days	Amount	Rate	Interest	Type
<b>Education Fund</b>								
P416	156120-2	09/15/10	02/24/11	162	659,400.00	0.251%	397.71	CD
P	159731	01/07/11	03/09/11	61	1,700,000.00	0.130%	369.33	CD
P417	157004-8	10/04/10	03/14/11	161	1,000,000.00	0.220%	999.88	CD
P405	151455-6	06/15/10	04/14/11	303	2,500,000.00	0.310%	6,586.96	CD
P418	158474	11/30/10	04/14/11	135	200,000.00	0.120%	90.74	CD
P406	150633-8	06/02/10	04/28/11	330	999,500.00	0.480%	4,345.51	CD
P407	150622-32	06/02/10	05/12/11	344	2,600,000.00	0.510%	12,652.14	CD
P408	150621	06/02/10	05/31/11	363	1,010,000.00	0.543%	5,455.36	CD
P409	150620	06/02/10	06/02/11	365	1,926,000.00	0.543%	10,460.83	CD
P419	158466-473	11/30/10	06/14/11	196	1,197,098.00	0.150%	990.58	CD
P410	151451-4	06/15/10	06/15/11	365	2,000,000.00	0.500%	10,018.76	CD
P420	158460-65	11/30/10	06/29/11	211	700,000.00	0.180%	752.17	CD
P412	155216-20	09/01/10	09/01/11	365	2,000,000.00	0.310%	7,723.91	CD
P413	155214-5	09/01/10	09/14/11	378	1,000,000.00	0.310%	3,309.80	CD
P411	150619	06/02/10	09/15/11	470	1,197,000.00	0.621%	9,538.82	CD
IPTIP					685,583.62			
ISDLAF					873,838.97			
<b>Total Education Fund:</b>					<b>22,248,420.59</b>	<b>0.345%</b>	<b>73,692.50</b>	
<b>Operations and Maintenance Fund</b>								
P	160019	01/11/11	02/10/11	30	2,000,000.00	0.120%	197.26	CD
P	159731	01/07/11	03/09/11	61	1,000,000.00	0.130%	217.28	CD
P417	157004-8	10/04/10	03/14/11	161	300,000.00	0.220%	300.01	CD
P406	150633-8	06/02/10	04/28/11	330	301,200.00	0.480%	1,304.32	CD
P408	150621	06/02/10	05/31/11	363	300,000.00	0.543%	1,620.58	CD
P413	155214-5	09/01/10	09/14/11	378	400,000.00	0.310%	1,323.83	CD
P411	150619	06/02/10	09/15/11	470	45,000.00	0.621%	242.06	CD
IPTIP					637,759.44			
ISDLAF					259,816.84			
<b>Total Operations and Maintenance Fund:</b>					<b>5,243,776.28</b>	<b>0.301%</b>	<b>5,205.34</b>	
<b>Debt Service Fund</b>								
P411	150619	06/02/10	09/15/11	470	56,000.00	0.621%	302.48	CD
IPTIP					164,659.05			
ISDLAF					2,838,394.14			
<b>Total Debt Service Fund:</b>					<b>3,059,053.19</b>	<b>0.621%</b>	<b>302.48</b>	
<b>Transportation Fund</b>								
IPTIP					-			
ISDLAF					447,927.76			
<b>Total Transportation Fund:</b>					<b>447,927.76</b>	<b>0.000%</b>	<b>-</b>	
<b>Municipal Retirement/Social Security Fund</b>								
P416	156120-2	09/15/10	02/24/11	162	90,000.00	0.251%	54.29	CD
P406	150633-8	06/02/10	04/28/11	330	90,000.00	0.480%	391.48	CD
P408	150621	06/02/10	05/31/11	363	90,000.00	0.543%	486.25	CD
P409	150620	06/02/10	06/02/11	365	74,000.00	0.543%	407.92	CD
IPTIP					155,564.70			
ISDLAF					289,704.23			
<b>Total Municipal Retirement/Social Security Fund:</b>					<b>789,268.93</b>	<b>0.454%</b>	<b>1,339.94</b>	
<b>Capital Improvements Fund</b>								
G405	50016574	09/20/10	09/20/11	365	100,000.00	1.850%	1,850.00	CD

January 2011

Identifier	Certificate #	Issue Date	Maturity Date	#of Days	Amount	Rate	Interest	Type
IPTIP					1,321.08			
ISDLAF					98,339.94			
<b>Total Capital Improvements Fund:</b>					<b>199,661.02</b>	<b>1.850%</b>	<b>1,850.00</b>	
<b>Working Cash</b>								
P	160019	01/11/11	02/10/11	30	400,000.00	0.0012	39.46	CD
P411	150619	09/15/10	06/02/11	470	702,000.00	0.621%	5,594.20	CD
G405	50016574	09/20/10	09/20/11	365	900,000.00	1.850%	16,650.00	CD
G386	50016574	01/29/11	01/29/12	365	1,213,145.53	0.680%	8,249.39	CD
IPTIP					4,741.95			
ISDLAF					27,880.11			
<b>Total Working Cash fund:</b>					<b>3,247,767.59</b>	<b>0.818%</b>	<b>30,533.05</b>	
<b>TORT Fund</b>								
IPTIP					-			
ISDLAF					2,151.25			
<b>Total Tort Fund:</b>					<b>2,151.25</b>		<b>-</b>	
<b>Total Current Operating Funds Investments</b>					<b>35,238,026.61</b>			

<b>Total Investment Interest Due</b>	<b>112,923.31</b>
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<b>Average Portfolio Yield</b>		<b>0.47%</b>
<b>Account Balances</b>		
IPTIP Monthly Average Rate	1,649,629.84	0.114%
ISDLAF Monthly Average Rates:		
Liquid Class	999,144.10	0.020%
Max Class	3,838,909.14	0.060%

Note: C in the "Identifier" column denotes Community Bank  
G in the "Identifier" column denotes Glen Ellyn Bank & Trust  
M in the "Identifier" column denotes MB Financial Bank  
P in the "Identifier" column denotes PMA/ISDLAF

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  
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



## **Glen Ellyn School District 41**

Finance, Facilities & Operations

### **Monthly Revenue/Expenditure Summary Report Overview January 2011**

#### **Revenues**

Overall district revenues are approximately 1.40% greater than last year for the same fiscal period. Year to date, Corporate Personal Property Taxes, CPPRT, and federal funds are substantially greater than the same period of last year.

#### **Expenditures**

Expenditures are less than last year's amount by 4.11% for the same fiscal period. Largest reductions have occurred in benefits and supplies & materials.

#### **Scorecard Summary**

The administration has reviewed the criteria established during the Scorecard development process and feels significant progress has been made in aligning budgeted and actual financial results. However, the administration continues to be concerned with the lack of state financing and the resulting effect on the district's financial condition.

**Glen Ellyn District 41**  
**Monthly Revenue/Expenditure Summary Report**

**January 2011**

**Revenues**

Function	Category	MTD Received	YTD Received	Revenue Budget	To Be Received	YTD % Received	Prior Year % Rec'd
1100	Property Taxes	333,832.89	20,688,859.29	39,387,238.00	18,698,378.71	52.53%	53.98%
1200	Personal Property Taxes	100,458.93	682,212.34	870,000.00	187,787.66	78.42%	43.07%
1300	Tuition	1,500.00	261,058.00	231,750.00	(29,308.00)	112.65%	109.34%
1400	Field Trip/Bus Fees	-	1,125.25	25,500.00	24,374.75	4.41%	24.49%
1500	Interest Earnings	14,357.93	139,229.31	245,750.00	106,520.69	56.65%	31.52%
1600	Food Services	12,261.75	103,787.98	202,600.00	98,812.02	51.23%	55.88%
1700	Student Fees	1,840.25	353,182.31	423,000.00	69,817.69	83.49%	87.71%
1900	Donations/Misc Revenue	9,831.70	65,263.25	187,700.00	122,436.75	34.77%	69.39%
3000	Unrestricted State Funds	120,240.96	721,445.76	1,013,720.00	292,274.24	71.17%	52.24%
3100	Restricted State Funds	(699.40)	1,496,632.84	1,907,159.00	410,526.16	78.47%	64.95%
4000	Federal Funds	42,246.79	837,586.84	949,943.00	112,356.16	88.17%	49.59%
7000	Fund Transfers	-	116,272.24	116,273.00	0.76	100.00%	0.00%
Grand Total All Funds		635,871.80	25,466,655.41	45,560,633.00	20,093,977.59	55.90%	54.50%

**Expenditures**

Object	MTD Expended	YTD Expended	YTD Encumbrances	Expenditure Budget	Budget Available	YTD % Expended	Prior Year % Exp'd
100	Salaries	2,181,236.96	11,759,515.57	26,271,451.00	14,511,935.43	44.76%	44.51%
200	Benefits	439,092.49	2,429,638.69	5,456,672.00	3,027,033.31	44.53%	47.37%
300	Purchased Services	433,130.79	2,473,502.27	3,957,744.00	1,390,231.34	62.50%	55.64%
400	Supplies/Materials	134,938.33	1,027,552.79	2,273,279.00	1,141,706.30	45.20%	47.14%
500	Capital Outlay	88,802.08	1,296,527.37	2,021,177.00	711,131.60	64.15%	56.76%
600	Dues & Fees	9,739.82	40,508.36	66,970.00	26,461.64	60.49%	71.14%
600	Principal/Interest Payments	-	254,750.00	2,609,500.00	2,354,750.00	9.76%	100.00%
600	Tuition	46,135.09	1,023,031.02	1,579,511.00	556,479.98	64.77%	52.84%
600	Fund Transfers	-	116,272.24	116,273.00	0.76	100.00%	0.00%
Grand Total All Funds	3,333,075.56	20,421,298.31	211,548.33	44,352,577.00	23,719,730.36	46.04%	50.15%

**Glen Ellyn School District 41**  
**Monthly Summary of Bills and Payroll**

**January, 2011**

<u>FUND</u>	<u>OTHER EXPENDITURES</u>	<u>GROSS PAYROLL</u>	<u>TOTAL EXPENDITURES</u>
Education	\$597,659.00	\$2,182,000.96	\$2,779,659.96
Self-Insurance Dental	\$22,991.97	0.00	22,991.97
Operations & Maintenance	\$254,454.75	0.00	254,454.75
Debt Service	\$0.00	0.00	0.00
Transportation	\$209,179.63	0.00	209,179.63
Municipal Retirement/Social Security	\$89,781.22	0.00	89,781.22
Capital Projects	\$0.00	0.00	0.00
Working Cash	\$0.00	0.00	0.00
Tort	<u>\$0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>TOTAL</b>	<b><u><u>\$1,174,066.57</u></u></b>	<b><u><u>\$2,182,000.96</u></u></b>	<b><u><u>\$3,356,067.53</u></u></b>





## Glen Ellyn School District 41

Robert J. Ciserella, Assistant Superintendent for Finance, Facilities & Operations

### 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 \$792,235.59 for January Accounts Payable and Payroll Liability checks and \$2,792,581.40 for February Interim Account Payable and 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: February 21, 2011

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

CHECK		CHECK	CHE
NUMBER	VENDOR	DATE	AMOUNT TYP
8739	TIGERDIRECT.COM	01/26/2011	-1,286.59 V
8740	TIME FOR KIDS	01/26/2011	-823.86 V
8831	NORTH CENTRAL COLLEGE	01/19/2011	-287.00 V
8885	ILLINOIS EDUCATION ASSOCIATION	01/27/2011	-53.42 V
8888	ALARCON, LILI	01/21/2011	500.00 R
8889	ALEMIS, GEORGIA	01/21/2011	169.28 R
8890	ALPHA BET SOUP PRODUCTIONS	01/21/2011	286.88 R
8891	BRIDGES FOR LANGUAGE, TRNG & STAFFI	01/21/2011	104.40 R
8892	COMMONWEALTH EDISON	01/21/2011	103.67 R
8893	ENGSTROM, VANESSA	01/21/2011	425.00 R
8894	GLENBARD WEST BOYS VOLLEYBALL ASSN	01/21/2011	300.00 R
8895	GURDAK, TONY	01/21/2011	35.00 R
8896	HIORNS, HANK	01/21/2011	125.00 R
8897	LUCZAK, PAUL	01/21/2011	91.43 R
8898	MARIER, DOUGLAS	01/21/2011	125.00 R
8899	MOAKE, JOHN	01/21/2011	35.00 R
8900	MOYER, CORY	01/21/2011	125.00 R
8901	NAPERVILLE CENTRAL HIGH SCL	01/21/2011	70.00 R
8902	NORTHERN ILLINOIS GAS	01/21/2011	932.87 R
8903	PYONE, CHO	01/21/2011	281.25 R
8904	VANGUARD ENERGY SERVICES LLC	01/21/2011	18,681.91 R
8905	VERIZON WIRELESS	01/21/2011	2,052.26 S
8906	VERIZON WIRELESS	01/21/2011	145.83 S
8907	ZEYNALOVA, LALA	01/21/2011	100.00 R
8908	AFLAC	01/31/2011	86.46 R
8909	AFSCME	01/31/2011	1,669.43 R
8910	AMERIPRISE FINANCIAL	01/31/2011	250.00 R
8911	DUPAGE CREDIT UNION	01/31/2011	2,075.00 R
8912	FIDELITY INVESTMENTS	01/31/2011	4,663.16 R
8913	GLEN ELLYN EDUCATION ASSN	01/31/2011	9,803.42 R
8914	GLEN STEARNS CHAPTER 13 TRUSTEE	01/31/2011	407.50 R
8915	GREAT AMERICAN LIFE INS	01/31/2011	1,330.00 R
8916	JAY K LEVY & ASSOCIATES	01/31/2011	69.23 R
8917	LINCOLN INVESTMENT PLANNING	01/31/2011	1,620.00 R
8918	SDU	01/31/2011	300.00 R
8919	SHARON R. KNOBBE, LTD.	01/31/2011	41.18 R
8920	UNITED STATES TREASURY	01/31/2011	210.42 R
8921	ALARCON, LILI	01/31/2011	550.00 R
8922	AMERICAN TAXI DISPATCH	01/31/2011	1,322.75 R
8923	ANDERSON PEST CONTROL	01/31/2011	339.00 R
8924	APPLE INC	01/31/2011	1,973.00 R
8925	ARAMARK CORP	01/31/2011	25,267.05 R
8926	AT&T	01/31/2011	1,477.03 R
8927	AT&T LONG DISTANCE	01/31/2011	45.71 R
8928	BLICK, DICK	01/31/2011	184.23 R
8929	BMO MASTERCARD	01/31/2011	0.00 C
8930	BMO MASTERCARD	01/31/2011	0.00 C
8931	BMO MASTERCARD	01/31/2011	0.00 C
8932	BMO MASTERCARD	01/31/2011	0.00 C
8933	BMO MASTERCARD	01/31/2011	0.00 C
8934	BMO MASTERCARD	01/31/2011	0.00 C
8935	BMO MASTERCARD	01/31/2011	0.00 C
8936	BMO MASTERCARD	01/31/2011	0.00 C
8937	BMO MASTERCARD	01/31/2011	23,661.50 R
8938	BOUND TO STAY BOUND BOOKS	01/31/2011	1,921.52 R
8939	BOWER, THOMAS	01/31/2011	60.00 R

CHECK NUMBER	VENDOR	CHECK DATE	CHE AMOUNT	TYP
8940	BRITTON, HEATHER	01/31/2011	622.50	R
8941	BRUNO, LYNN	01/31/2011	25.00	R
8942	C ACITELLI HEATING & PIPING	01/31/2011	6,080.36	R
8943	CAMPBELL, LAURIE	01/31/2011	13.50	R
8944	CASCIO INTERSTATE MUSIC	01/31/2011	620.94	R
8945	CENTER FOR APPLIED LINGUISTICS	01/31/2011	9,352.00	R
8946	CENTER FOR EDUCATION & EMPLOYMENT L	01/31/2011	299.95	R
8947	CHICAGO OFFICE TECHNOLOGY GROUP	01/31/2011	11,507.00	R
8948	CLIC	01/31/2011	515.00	R
8949	COMLABS	01/31/2011	495.00	R
8950	COMMUNITY UNIT SCHL DIST 200	01/31/2011	1,415.50	R
8951	CONVERGIENT TECHNOLOGIES	01/31/2011	1,835.00	R
8952	COUNTRYSIDE WELDING INC	01/31/2011	35.00	R
8953	COUZENS, MICHELE	01/31/2011	54.97	R
8954	DEM SERVICES INC	01/31/2011	450.00	R
8955	DEMCO	01/31/2011	2,282.00	R
8956	DOYLE, KRISTY	01/31/2011	80.97	R
8957	DUPAGE COUNTY HEALTH DEPT	01/31/2011	525.00	R
8958	DUPAGE SECURITY SOLUTIONS INC	01/31/2011	501.72	R
8959	EAI	01/31/2011	34.90	R
8960	ECKWALL, JAMES W	01/31/2011	365.00	R
8961	ERIKSSON ENGINEERING ASSOC INC	01/31/2011	3,697.50	R
8962	EVAN-MOOR	01/31/2011	169.92	R
8963	FALCO, LOU	01/31/2011	35.00	R
8964	FGM ARCHITECTS-ENGINEERS	01/31/2011	43,612.50	R
8965	FILLIPI, FRANK	01/31/2011	120.00	R
8966	FOLLETT LIBRARY RESOURCES	01/31/2011	844.53	R
8967	FRANCZEK RADELET & ROSE	01/31/2011	50.05	R
8968	GEMINI JUNIOR HIGH WRESTLING	01/31/2011	215.00	R
8969	GLENOAKS THERAPEUTIC DAY SCHL	01/31/2011	4,256.46	R
8970	GRAYBAR ELECTRIC CO INC	01/31/2011	46.44	R
8971	HEARTLAND BUSINESS SYSTEMS	01/31/2011	9,167.25	R
8972	HEINEMANN	01/31/2011	622.75	R
8973	HELLER, JUDY	01/31/2011	25.00	R
8974	HOUGHTON MIFFLIN RECEIVABLES CO LLC	01/31/2011	128.36	R
8975	ICE MOUNTAIN SPRING WATER	01/31/2011	810.19	R
8976	ILLINOIS SCH LIBRARY MEDIA	01/31/2011	20.00	R
8977	JULISON, STEPHANIE	01/31/2011	60.00	R
8978	KAGAN & GAINES INC	01/31/2011	8,930.63	R
8979	KRANZ	01/31/2011	256.34	R
8980	LAIDLAW TRANSIT	01/31/2011	69,137.96	R
8981	LAW, JENNIFER	01/31/2011	696.90	R
8982	LEGO EDUCATION	01/31/2011	155.10	R
8983	LEWIS, KELLY	01/31/2011	41.54	R
8984	LIBRARIAN'S BOOK EXPRESS	01/31/2011	223.50	R
8985	LUKANCIC MIDDLE SCHOOL WRESTLING	01/31/2011	200.00	R
8986	MACGILL & CO, WM V	01/31/2011	150.33	R
8987	MAWI	01/31/2011	700.00	R
8988	MERIDELL ACHIEVEMENT CENTER	01/31/2011	14,175.00	R
8989	METRO PROFESSIONAL PRODUCTS	01/31/2011	5,344.72	R
8990	MINKUS, GAIL	01/31/2011	1,200.00	R
8991	NAPERVILLE CENTRAL HIGH SCL	01/31/2011	325.00	R
8992	O'NEILL, WILL	01/31/2011	60.00	R
8993	OFFICE DEPOT	01/31/2011	375.11	R
8994	OGDEN, SHARON	01/31/2011	15.00	R
8995	OMNI CHEER	01/31/2011	281.84	R

CHECK NUMBER	VENDOR	CHECK DATE	CHE AMOUNT	TYP
8996	PAGE, TOM	01/31/2011	35.00	R
8997	PALADIUM ENTERPRISES	01/31/2011	11,180.00	R
8998	PATTEN INDUSTRIES	01/31/2011	1,135.00	R
8999	PAW, EHKU	01/31/2011	75.00	R
9000	PEARSON	01/31/2011	80.05	R
9001	PELLETIER, JEROME	01/31/2011	35.00	R
9002	PEPPERS, BOB	01/31/2011	35.00	R
9003	PEPPERS, PAT	01/31/2011	35.00	R
9004	PITNEY BOWES INC	01/31/2011	182.73	R
9005	QUINLAN & FABISH MUSIC	01/31/2011	1,500.00	R
9006	RAPID RIBBONS	01/31/2011	232.63	R
9007	REALLY GOOD STUFF INC	01/31/2011	300.80	R
9008	ROSCOE CO	01/31/2011	319.11	R
9009	SCHOLASTIC INC	01/31/2011	850.00	R
9010	SCHOOL SPECIALTY	01/31/2011	1,047.80	R
9011	SEPTRAN INC	01/31/2011	48,611.31	R
9012	SIMPLEX TIME RECORDER CO	01/31/2011	536.25	R
9013	SIMS RECYCLING	01/31/2011	685.25	R
9014	SUBURBAN LIFE PUBLICATIONS	01/31/2011	128.62	R
9015	TIGERDIRECT.COM	01/31/2011	1,996.10	R
9016	TIME FOR KIDS	01/31/2011	823.86	R
9017	TRI-ANGLE SCREEN PRINT	01/31/2011	317.00	R
9018	UNISOURCE GREAT LAKES	01/31/2011	5,031.00	R
9019	VILLAGE OF GLEN ELLYN	01/31/2011	101.50	R
9020	VOLTEX	01/31/2011	594.29	R
9021	WARD CONTRACTING	01/31/2011	2,206.00	R
9022	WEBSTER MCGRATH & AHLBERG	01/31/2011	2,500.00	R
9023	WHEATON NORTH HIGH SCHOOL	01/31/2011	220.00	R
201000256	RELIANCE STANDARD LIFE	01/21/2011	312.50	W
201000257	UNUM LIFE INSURANCE	01/21/2011	2,228.14	W
201000258	AXA EQUITABLE LIFE INS CO	01/31/2011	13,066.12	W
201000259	CERIDIAN BENEFITS SVCS	01/31/2011	6,612.58	W
201000260	ILL MUNICIPAL RETIREMENT FUND	01/14/2011	56,771.08	W
201000261	ILLINOIS DEPT OF REVENUE	01/31/2011	45,383.63	W
201000262	INTERNAL REV SERVICE	01/31/2011	168,931.60	W
201000263	T H I S	01/31/2011	14,226.83	W
201000264	TEACHERS RETIREMENT SYSTEM	01/31/2011	92,689.76	W
201000265	V A L I C	01/31/2011	6,391.32	W

Totals for checks 792,235.59

## FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	Education Fund	364,050.87	0.00	130,333.07	494,383.94
20	Operations & Maintenance Fund	0.00	0.00	112,616.06	112,616.06
40	Transportation Fund	0.00	0.00	120,200.52	120,200.52
50	IMRF/Social Security Fund	64,731.40	0.00	303.67	65,035.07
***	Fund Summary Totals ***	428,782.27	0.00	363,453.32	792,235.59

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

CHECK NUMBER	VENDOR	CHECK DATE	CHE AMOUNT	TYP
8750	KONICA MINOLTA PREMIER FINANCE	02/01/2011	-1,242.07	V
9024	ACUTE CARE EDUCATION SYSTEMS	02/01/2011	22.50	R
9025	AMEREN ENERGY MARKETING	02/01/2011	37,017.84	R
9026	BANC OF AMERICA LEASING	02/01/2011	5,615.47	R
9027	KONICA MINOLTA PREMIER FINANCE	02/01/2011	2,608.35	R
9028	PUBLIC STORAGE	02/01/2011	477.00	R
9029	RICOH	02/01/2011	530.20	R
9030	SAM'S CLUB	02/01/2011	635.52	R
9031	SCARIANO, HIMES & PETRARCA	02/01/2011	161.70	R
9032	AT&T	02/08/2011	1,615.44	R
9033	BENTSEN, SAM	02/08/2011	35.00	R
9034	BRITTON, HEATHER	02/08/2011	360.00	R
9035	BRUCH, HEATHER	02/08/2011	170.00	R
9036	CENTER, THE	02/08/2011	3,840.00	R
9037	CERIDIAN FLEX FEE	02/08/2011	442.83	R
9038	CISERELLA, BOB	02/08/2011	60.00	R
9039	COUZENS, MICHELE	02/08/2011	40.00	R
9040	CULLIGAN WATER CONDITIONING	02/08/2011	106.00	R
9041	CYT	02/08/2011	144.00	R
9042	DAVELIS, CRAIG	02/08/2011	70.00	R
9043	DAVY, KAREN	02/08/2011	100.00	R
9044	EDUCATIONAL BENEFIT COOP	02/08/2011	353,026.77	R
9045	FILLIPI, FRANK	02/08/2011	60.00	R
9046	FITZGERALD, RODNEY	02/08/2011	400.00	R
9047	ICE MOUNTAIN SPRING WATER	02/08/2011	66.78	R
9048	KASPER, GEORGE	02/08/2011	35.00	R
9049	KRAUSE, DON	02/08/2011	35.00	R
9050	METZGER, MARK	02/08/2011	1,791.46	R
9051	MINKUS, GAIL	02/08/2011	1,350.00	R
9052	MOZOCKIE, JULI	02/08/2011	108.49	R
9053	NAPERVILLE CENTRAL HIGH SCH	02/08/2011	70.00	S
9054	NCSM MEMBER & CONFERENCE SERVICES	02/08/2011	420.00	R
9055	NCTM	02/08/2011	570.00	R
9056	NORTHERN ILLINOIS UNIVERSITY	02/08/2011	60.00	R
9057	PARAMOUNT ARTS CENTER	02/08/2011	736.00	R
9058	RINKE, TOM	02/08/2011	35.00	R
9059	SASED-ILLINOIS PBIS NETWORK	02/08/2011	680.00	R
9060	SCULLY, SUSAN	02/08/2011	231.13	R
9061	TAYLOR, DON	02/08/2011	35.00	R
9062	UNITED STATES POSTAL SERVICE	02/08/2011	4,000.00	R
9063	WASTE MANAGEMENT WEST	02/08/2011	2,537.70	R
9064	WEBSTER, MARSHA	02/08/2011	210.00	R
201000269	US BANK	02/01/2011	236,106.25	W
201000270	US BANK	02/01/2011	2,090,000.00	W
201000271	US BANK	02/08/2011	38,643.75	W
201000272	T H I S	02/08/2011	8,563.29	W

Totals for checks 2,792,581.40

## FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	Education Fund	353,469.60	0.00	32,397.04	385,866.64
20	Operations & Maintenance Fund	0.00	0.00	41,820.76	41,820.76
30	1997 Bond Issue Fund	0.00	0.00	2,364,750.00	2,364,750.00
40	Transportation Fund	0.00	0.00	144.00	* 144.00
***	Fund Summary Totals ***	353,469.60	0.00	2,439,111.80	2,792,581.40

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

**January 2011  
Vandalism Report**

<b>Date of Occurrence</b>	<b>Facility</b>	<b>Nature of Vandalism</b>	<b>Initial response</b>	<b>Action Taken to Repair/Replace</b>
		Nothing to Report		



## Glen Ellyn School District #41 Board Report

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**Date:** February 21, 2011  
**Title:** Disposal of Surplus Property  
**Contact:** Bob Ciserella – Assistant Superintendent Finance, Facilities & Operations

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**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.

**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 21<sup>st</sup> day of February, 2011, by roll call vote as follows:

YES NELSON, HOWARD, SOLAK, ELLIS, SMITH, VONDRAK

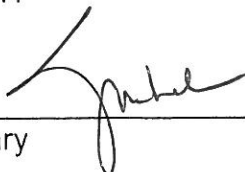
NO \_\_\_\_\_

ABSENT KENWOOD

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

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

# Assets for Disposal January 2011

Printed: 2/10/2011

Asset #	Current Location	Originating School Site	Description (Make, Model, etc.)	Serial Number	Qty.	Working Order	Obsolete Y/N?	Disposal, Donation, or Sale
2127	CSO Storeroom	HA	Compaq Armada E500 Laptop	AE5P3700T4X12DC6458	1	N	Y	Disposal
	CSO Storeroom	HA	Compaq 1020 Laptop	9X31LDLZF2PZ	1	N	Y	Disposal
005383	CSO Storeroom	HA	Compaq 1020 Laptop	9X35LDLZH370	1	N	Y	Disposal
	CSO Storeroom	HA	HP Deskjet 450	SG52F410T1L	1	N	Y	Disposal
	CSO Storeroom	HA	HP PhotoSmart 245	CN3AT3312B	1	N	Y	Disposal
	CSO Storeroom	FG	HP Deskjet 3845	TH55M141B2	1	N	N	Disposal
	CSO Storeroom	CSO	Brother MFC1970MC Fax	F17000992	1	N	N	Disposal
1942	CSO Storeroom	HA	Toshiba TLP711 Projector	6964516	1	N	N	Disposal
	CSO Storeroom	HA	Compaq M720 Monitor	149CL26UA779	1	N	Y	Disposal
	CSO Storeroom	HA	Sony Mavica Camera	94524	1	Y	Y	Disposal
2006	CSO Storeroom	HA	Sony Mavica Camera	1058090	1	Y	Y	Disposal
	CSO Storeroom	HA	Eiki 5090A Cassette Recorder	156560	1	Y	Y	Disposal
	CSO Storeroom	HA	Eiki 5090A Cassette Recorder	145863	1	Y	Y	Disposal
	CSO Storeroom	HA	Eiki 5090A Cassette Recorder	157130	1	Y	Y	Disposal
			Pioneer RS232-C Laserdisc Player	QK39159405A	1	N	Y	Disposal
0542	CSO Storeroom	HA	Chisholm Databook Scanner	207252	1	N	Y	Disposal
1111	CSO Storeroom	HA	Canon PC325 Scanner	NVT55270	1	N	Y	Disposal
1192	CSO Storeroom	HA	Toshiba TLP541 Projector	92220200	1	N	N	Disposal
004191	CSO Storeroom	CH	NEC VT 470 Projector	5101449FM	1	N	N	Disposal
004072	CSO Storeroom	BF	3M 908 Overhead Projector	635554	1	N	Y	Disposal
	CH LLC	CH	3M 908 Overhead Projector	725588	1	N	Y	Disposal
	CH LLC	CH	ELMO Overhead Projector	338370	1	N	Y	Disposal
	CH LLC	CH	HP L355 Overhead Projector		1	N	Y	Disposal
	CH LLC	CH	Vutec Tutor Overhead Projector	517036A040903167	1	N	Y	Disposal
			Apollo Concert Overhead Projector	517032A030604695	1	N	Y	Disposal
	CH LLC	CH	EVO D530 Computer	USW414D4L7	1	N	Y	Disposal
002550	HA MDF	HA	EVO D530 Computer	USW41303LN	1	N	Y	Disposal
005026	HA MDF	HA	EVO D500 Computer	U211JYFZA099	1	N	Y	Disposal
	HA MDF	HA	EVO D500 Computer	U211JYFZA161	1	N	Y	Disposal
2291	HA MDF	HA	EVO D530 Computer	USW4140415	1	N	Y	Disposal
004032	HA MDF	HA	EVO D500 Computer	U211JYFZA120	1	N	Y	Disposal
001010	HA MDF	HA	EVO D500 Computer	6946CJN4K174	1	N	Y	Disposal
1562	HA MDF	HA	EVO D510 Computer	V305KN8ZA214	1	N	Y	Disposal
001405	HA MDF	HA	EVO D510 Computer	V305KN8ZA088	1	N	Y	Disposal
002157	HA MDF	HA	EVO D500 Computer	U211JYFZA138	1	N	Y	Disposal
001075	HA MDF	HA	EVO D500 Computer	U211JYFZB288	1	N	Y	Disposal
2252	HA MDF	HA	EVO D500 Computer	U210JYFZB260	1	N	Y	Disposal
2263	HA MDF	HA	EVO D530 Computer	USW41404LS	1	N	Y	Disposal
005024	HA MDF	HA	EVO D500 Computer	U210JYFZB305	1	N	Y	Disposal
2241	HA MDF	HA	EVO D510 Computer	V305KN8ZA237	1	N	Y	Disposal
002069	HA MDF	HA	EVO D500 Computer	U210JYFZB275	1	N	Y	Disposal
2245	HA MDF	HA	EVO D510 Computer	V305KN8ZA223	1	N	Y	Disposal
002104	HA MDF	HA	EVO D500 Computer	U211JYFZA214	1	N	Y	Disposal
001111	HA MDF	HA	EVO D500 Computer	R209JYFZ0052	1	N	Y	Disposal
004674	HA MDF	HA	EVO D500 Computer	U211JYFZA073	1	N	Y	Disposal
001134	HA MDF	HA	EVO D500 Computer	U211JYFZA146	1	N	Y	Disposal
001106	HA MDF	HA	EVO D500 Computer	U211JYFZA074	1	N	Y	Disposal
001078	HA MDF	HA	EVO D500 Computer	U211JYFZB67	1	N	Y	Disposal
2249	HA MDF	HA	Compaq 7550 Monitor	MY250WC412	1	Y	Y	Disposal
	HA MDF	HA	Compaq 7550 Monitor	MY250WC259	1	Y	Y	Disposal
	HA MDF	HA	Compaq 7550 Monitor	MY330VB142	1	Y	Y	Disposal
	HA MDF	HA	Compaq 7550 Monitor	MY250WC256	1	Y	Y	Disposal
	HA MDF	HA	Compaq 7550 Monitor	MY250WB507	1	Y	Y	Disposal
	HA MDF	HA	Compaq M720 Monitor	205CL26UA644	1	Y	Y	Disposal
	HA MDF	HA	Compaq M720 Monitor	149CL26UA427	1	Y	Y	Disposal
	HA MDF	HA	Compaq M720 Monitor	149CL26UA064	1	Y	Y	Disposal
	HA MDF	HA	Compaq M720 Monitor	149CL26UAD98	1	Y	Y	Disposal
	HA MDF	HA	Compaq M720 Monitor	149CL26UA904	1	Y	Y	Disposal
	HA MDF	HA	Compaq M720 Monitor	149CL26UA503	1	Y	Y	Disposal
	HA MDF	HA	Compaq 7500 Monitor	221CP64UC052	1	Y	Y	Disposal
	HA MDF	HA	Compaq V500 Monitor	929BF26RJ960	1	Y	Y	Disposal
	CSO FFO Office	CSO FFO Office	Blue secretary chair		3	Y	N	Disposal
0819	CH Office	CH	Royal typewriter		1	Y	Y	Disposal

**Glen Ellyn District #41  
2010-2011 FOIA Report**

Reporting Period	Date Received	Date of Response	Request Summary
June			None Received
July	7/8/2010	7/13/2010	Illinois Central School Bus requested the following: "1. Copies of all detailed transportation invoices from May 2010, both regular education and special education. 2. Copies of your last bid form from your current vendor. 3. Copies of your current transportation contract. 4. Copies of any extension of your contract."
	07/22/10	08/11/10	Champion Energy Services requested the following: "Glen Ellyn School District 41's electric utility bills for accounts 0299119038, 0471113103, 0845141013, 2289079038, 6409604008, 7079221003, 7163213006, 7163214003, 7585480009, & 8171145009 for the months of May 2010, June 2010, and July 2010. I am requesting copies of both the Ameren bill for electricity supply and the ComEd bill for electric delivery along with a copy of the contract which was awarded to Ameren & the IEC for your 2010 power supply."
August	8/16/2010	8/16/2010	Champion Energy Services requested the following: "Based upon my original FOIA request (attached) I'd still like to get copies of your July 2010 bills which would have been billed to you in August."
September	09/03/10	09/08/10	Illinois Paper & Copier Co. requested the following: Current copier and/or printer lease and maintenance contracts.
	09/10/10	9/13/2010 Agreed extension of time; and 9/30/2010 Partial answer; Fully complied 10/4/10	Marie Newman requested via e-mail the following with reference to Board Highlights for Sept. 7, 2010, Satisfaction Survey results: ...the open response aggregates. ...various board member's reactions...
	09/14/10	10/07/10	Champion Energy Services requested the following: "Per my earlier request. I'm interested in reviewing the district's electricity bills for July 2010."
	09/27/10	10/07/10	Champion Energy Services requested the following: "Glen Ellyn School District 41's electric utility bills for accounts 0299119038, 0471113103, 0845141013, 2289079038, 6409604008, 7079221003, 7163213006, 7163214003, 7585480009, & 8171145009 for the month of August 2010. I am requesting copies of both the Ameren bill for electricity supply and the ComEd bill for electric delivery along with a copy of the contract which was awarded to Ameren & the IEC for your 2010 power supply."
October	10/26/2010	10/28/2010	Bob Buck from Neopost requested the following: "1. A copy of the original purchase order or warrant issued to purchase, lease or rent the mail equipment from the school district to Vendor Pitney Bowes. Or 2. A copy of the vendor agreement issued to purchase, lease or rent the mail equipment from the vendor Pitney Bowes to the school district."

**Glen Ellyn District #41  
2010-2011 FOIA Report**

Reporting Period	Date Received	Date of Response	Request Summary
November	11/30/10	12/06/10	<p>Scott O'Connell of Downers Grove requested:</p> <p>REQUEST No. 1: "This F.O.I.A. request is for all legal opinions - labeled "Formal", "Informal", "Memorandum" or some other title - issued by the ISBE since 1963 that mention either the tax levy (Section 17-2.11) and/or the bond proceeds (Section 17-2.11a) of the fire prevention and safety statute(s). The requested opinions may address the usage of "surplus life safety monies" in general that have accumulated as the result of either the "Nickel Levy" (17-2.11(j)) of a Bond Issuance (17-2.11(r)). Or, the requested opinions may address the issue of what is or is not a "violation". Or, the opinion(s) may discuss whether or not the levy and/or bond authority may be used for asbestos removal via the Tort Fund."</p> <p>REQUEST No. 2: "In addition, this F.O.I.A. request is for all legal opinions - labeled "Formal", "Informal", "Memorandum" or some other title - issued by the ISBE since 1963 that address the issue of whether a school district can substitute a new "violation" for an existing "violation" that had already been approved by the ISBE and ordered repaired by ROE. In other words, does the District need to complete the first set of "violations" in their entirety or can they unilaterally decide not to repair one or more of the "violations" and substitute a "newly" approved violation in its place? The issue is can bonds be sold or taxes levied for a list of identified projects be used for other projects that are substituted for the original projects with the intent being the original projects will not be completed or will be completed after the "newly" approved violations are repaired?"</p> <p>REQUEST No. 3: "In addition, this F.O.I.A. request is for all legal opinions - labeled "Formal", "Informal", "Memorandum" or some other title - issued by the ISBE since 1963 that address the issue of whether or not all of the code violation repairs need to be "accomplished and paid for in full" before any new projects can be undertaken with the original tax proceeds (levy and/or bonds). The issue is can taxes raised and/or bonds sold for a list of identified projects be used for other projects before all of the original projects have been accomplished and paid for in full?"</p> <p>REQUEST No. 4: And finally, this F.O.I.A. request is for all legal opinions - labeled Formal", "Informal", "Memorandum" or some other title - issued by the ISBE since 1963 that address the issue of whether or not the District has the authority to levy and/or issue bonds under either Section 17-2.11 or Section 17-2.11a at an amount equal to the "estimate" for the repair instead of the "actual" contracted amount when the estimated cost to effectuate the repairs is greater than the actual cost contained within a board-approved contract. The issue is when taxes are levied and/or bonds sold for a list of identified projects, must the District utilize a known, actual contracted cost when levying taxes or issuing bonds instead of the prior estimate when the estimate is greater than the known contracted cost? For example, if after 1) both the ROE and ISBE have reviewed the reasonableness of the "estimates" of the licensed architect/engineer (ISBE Forms 35-48 and 35-76) per statutory direction (Section 17-2.11), 2) both the ROE and ISBE have approved the "estimates" as being reasonable and 3) both the ROE and ISBE have approved the use of Fire Prevention and Safety funding in repairing the violations, the Board of Education approves an actual contract for the "violation" project at a cost less than the "estimate", does the Board of Education have the statutory authority to levy taxes and/or issue bonds in an amount that exceeds the "actual" known contracted cost for the project knowing full well that there will be a surplus of idle funds remaining when the project(s) is completed?"</p>
December	12/20/2010	12/20/2010	<p>Mr. Jason Goorman of Education Action Group requested: "...a copy of the current collective bargaining contract for educators in your school district."</p>
January 2011			None Received



# POWER SALE AGREEMENT

This Power Sale Agreement ("Agreement"), dated as of 2/21/2011 (the "Effective Date"), is made by and between Integrys Energy Services, Inc. ("Seller") and Glen Ellyn School District 41 ("Buyer"). Seller and Buyer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties". Capitalized terms used herein will have the meanings ascribed to them herein or in any Rider or Confirmation.

## I. PRICE, QUANTITY, DELIVERY POINT, SERVICE LEVEL, AND DELIVERY PERIOD

Seller agrees to sell and schedule for delivery, and Buyer agrees to purchase and receive electricity at the Delivery Point, in a Quantity, at a Price, for the Accounts, and for a Delivery Period as provided on any effective Confirmation. A Confirmation shall be "effective" for purposes of this Agreement when it has been fully executed by the Parties. Electricity shall be provided on a Firm basis, unless identified on an effective Confirmation. "Firm" means that either Party shall be relieved of its obligations to sell and schedule or purchase and receive without liability only to the extent prevented by Force Majeure (as defined in Section VIII hereof). If no effective Confirmation is in effect, there shall be no obligation to sell and schedule or purchase and receive electricity under this Agreement.

## II. TERM

This Agreement shall commence as of the Effective Date and remain in effect, subject to termination rights provided for herein, until terminated by either Party in a manner that is not inconsistent with an effective Confirmation. Notwithstanding the Effective Date of this Agreement, the obligation to provide and receive electricity shall be in accordance with the Delivery Period designated on any effective Confirmation. Notwithstanding anything to the contrary, termination of this Agreement will in no way affect the obligations of the Parties with respect to effective Confirmations already entered into, which shall survive according to their terms along with all provisions of the general terms of this Agreement as they may apply unless such Confirmations have been terminated pursuant to this Agreement.

## III. CHANGES IN TARIFF OR LAW

Seller's charges include tariff charges that are set forth by the applicable utility, transmission provider, Regional Transmission Organization ("RTO") or Independent System Operator ("ISO") (e.g. Midwest ISO, New York ISO, PJM Interconnection, Electric Reliability Council of Texas, or ISO New England, or any successors to such entities having jurisdiction), the Federal Energy Regulatory Commission ("FERC"), and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup, (i) any increase or decrease in such tariff charges or (ii) other increase or decrease in Seller's cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Any such addition to or increase in costs shall be Buyer's obligation.

## IV. BILLING AND PAYMENT

### A. Utility Single Bill Billing

If an effective Confirmation or Regional Rider indicates that 'Utility Single Bill Billing' will apply, Buyer will be invoiced for Seller's charges and the utility's delivery charges by the utility(ies) on the invoice(s) Buyer receives from its utility(ies), and such billing and

payment shall be subject to the applicable utility rules regarding billing and payment procedures.

### B. Seller Billing

If an effective Confirmation or Regional Rider indicates that 'Seller Billing' will apply, Buyer will be invoiced by Seller for Seller's charges payable by Buyer through the last day of the billing cycle, and Buyer will be invoiced for the utility's delivery charges by its applicable utility(ies). Seller's invoice may be sent to the address (or facsimile number or e-mail address, as applicable) listed on an effective Regional Rider, Confirmation or otherwise. Seller may invoice Buyer based upon the estimated quantity delivered, which will then be adjusted to the actual quantity on a subsequent invoice. Buyer shall make payments according to invoice instructions and shall pay invoices over \$50,000 by wire transfer or ACH. Buyer shall remit the amount due on or before 10 calendar days after the invoice date ("Due Date"). Payments not received by the Due Date are deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month ("Interest Rate") of the unpaid balance. If Buyer, in good faith, disputes the amount of any invoice, Buyer shall pay such amount as it concedes to be correct by the Due Date and, along with its payment, provide Seller with documentation to support the amount disputed. Upon determination of the correct amount, any amount owed shall be paid within 15 calendar days of resolution of the dispute with interest at the Interest Rate. All invoices and billings are conclusively presumed final and accurate unless such invoices or billings are objected to by either Party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Seller may rebill based on post-period audits or adjustments made by the Authorized Entity. Any and all adjustments under this Section shall be paid in full by the owing Party within 30 calendar days after the invoice date for such charges.

### C. Seller Single Bill Billing

If an effective Confirmation or Regional Rider indicates that 'Seller Single Bill Billing' will apply, then Buyer will be invoiced for Seller's charges and the utility's delivery charges by Seller on the invoice(s) Buyer receives from Seller, and such billing and payment shall be subject to IV(B) above.

### D. Taxes

Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. If Seller does not receive a signed certificate(s) of exemption, Seller is required by law to levy sales tax on its invoices to Buyer, and remit the money to the appropriate authority.



#### **E. Other**

Termination of this Agreement by either Party shall not relieve the other Party from an obligation under this Agreement to pay money due that was incurred prior to termination.

### **V. ADEQUATE ASSURANCE**

Buyer (i) agrees to provide Seller with required information, including pertinent financial information and other information required for Seller to assess Buyer's financial position, and (ii) authorizes the applicable utility, credit reporting agencies, trade references, and other relevant parties to release data to Seller relating to Buyer's billing, usage, and credit data with such authorization enduring for the term of this Agreement. If Seller concludes in its sole discretion that reasonable grounds for insecurity of Buyer's payment exist, Buyer will provide, within 3 days of Seller's request, (i) a security deposit, in a form, an amount and for a term acceptable to Seller, or (ii) any other form of security acceptable to Seller.

### **VI. DEFAULT, REMEDIES, SETOFF**

#### **A. Events of Default**

"Event of Default" means (i) Buyer fails to provide security to Seller pursuant to Section V; (ii) Buyer fails to pay undisputed amounts by Due Date; (iii) either Party makes an assignment or any general arrangement for the benefit of creditors; (iv) either Party defaults in any payment obligation to the other Party; (v) either Party defaults in any material payment obligation to any of its creditors; (vi) either Party files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or causes under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (vii) either Party otherwise becomes bankrupt or insolvent (however evidenced); (viii) either Party is unable to pay its debts as they fall due; (ix) either Party terminates this Agreement and/or any effective Confirmation (or service to certain Accounts under a Confirmation) for any reason except for a termination resulting from an Event of Default committed by the other Party; (x) Seller fails to sell and schedule for delivery, or Buyer fails to purchase and receive electricity in accordance with any effective Confirmation; or (xi) either Party fails to perform any material covenant or obligation set forth in this Agreement or any effective Confirmation (except to the extent such failure constitutes a separate Event of Default). Upon the occurrence of an Event of Default, the Party not committing the Event of Default ("Non-Defaulting Party") shall have the right to suspend service and/or terminate this Agreement and/or any effective Confirmation, as applicable, in addition to any and all other remedies available hereunder.

#### **B. Remedy**

During any Delivery Period set forth on an effective Confirmation, if either Party commits an Event of Default (the "Defaulting Party"), then the Non-Defaulting Party shall have the right to terminate this Agreement and the applicable Confirmations (or all Confirmations if more than one) and the Defaulting Party shall pay and the Non-Defaulting Party shall be entitled to, as its exclusive remedy, early termination damages arising out of the Event of Default ("Early Termination Damages"). If Seller commits an Event of Default

and the price for replacement electricity, including any associated costs reasonably incurred by Buyer in obtaining replacement electricity, is higher than the amount the Buyer would have paid under the applicable Confirmation (including energy, capacity, and other components), then Seller shall pay Buyer Early Termination Damages in the amount of such positive difference multiplied by the quantity for which a fixed price, or fixed price component, was established, as set forth on the applicable Confirmation. If Buyer commits an Event of Default and the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, less any associated costs reasonably incurred by Seller, is less than the amount that would have been paid under the applicable Confirmation, then Buyer shall pay Seller Early Termination Damages in the amount of such positive difference multiplied by the quantity for which a fixed price, or fixed price component, was established, as set forth on the applicable Confirmation. The Parties expressly acknowledge that upon an Event of Default, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty. Notwithstanding election of Utility Single Bill Billing on any effective Confirmation, Seller may invoice Buyer directly for Early Termination Damages owed by Buyer. Payment for Early Termination Damages shall be due within 15 days of the invoice date for said Damages.

#### **C. Setoff**

Without limiting its rights under this Agreement, a Non-Defaulting Party may setoff any and all amounts that the Defaulting Party owes to it against (i) any or all amounts it owes the Defaulting Party (whether under this Agreement, any effective Confirmation or otherwise and whether or not then due) or (ii) any security or other collateral posted by the Defaulting Party for the benefit of the Non-Defaulting Party. This Section VI(C) shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract, or otherwise).

### **VII. LIMITATIONS OF LIABILITY**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER BUYER NOR SELLER NOR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES), SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY OR TO ITS PARENTS, PARTNERS, OWNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, OR TO ANY OF THEIR RESPECTIVE INSURERS, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT, OR ANYTHING DONE IN CONNECTION HERewith, IRRESPECTIVE OF WHETHER SUCH CLAIMS OR DAMAGES ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, WHETHER OF SELLER, BUYER OR OTHERS),

STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE, AND REGARDLESS WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Seller has no control or liability for matters within the control of the utility or the ISO/RTO controlled grid, which include maintenance or operation of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

#### **VIII. FORCE MAJEURE**

Neither Party shall be considered to be in default in the performance of its obligations under neither this Agreement nor any effective Confirmation if its ability to perform was prevented by Force Majeure. For purposes of this Agreement or for any effective Confirmation, Force Majeure means an event which prevents one Party from performing its obligations hereunder, which event was not (i) within the reasonable control of, or (ii) the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid. Force Majeure shall include, without limitation: a condition resulting in the curtailment or disruption of firm electricity supply or the transmission on the electric transmission and/or distribution system; restraint by court order; and action or non action by, the inability to obtain necessary authorizations or approvals from any government agency or authority; or a Force Majeure event experienced by any utility, RTO/ISO or any other governmental agency. Force Majeure shall not include loss or failure of either Party's markets or supplies. Force Majeure shall not excuse Buyer's failure to make payments in a timely manner for electricity supplied by Seller before a Force Majeure event, or during a Force Majeure event provided any electricity is delivered and received pursuant to the terms of this Agreement and any effective Confirmation. The claiming Party must provide the other Party with written notice of the Force Majeure as soon as practicable, which notice shall contain reasonably full particulars of the Force Majeure, including the estimated duration. Further, if the Force Majeure event extends beyond 30 days, the non-claiming Party may terminate the Confirmations with respect to the Account(s) affected by the Force Majeure upon written notice to the other Party.

#### **IX. NOTICES**

All notices required pursuant to this Agreement may be sent by facsimile, a nationally recognized overnight courier service, first class mail, certified mail return receipt requested, or hand delivery, in accordance with the information provided in any effective Confirmation or Rider, which information may be updated in writing by a Party from time to time. Notice shall be deemed effective when received, if received on a business day during recipient's normal business hours. If not received on a business day, or if

received after normal business hours on a business day, then notice shall be deemed effective as of the next business day. Subject to the foregoing, in the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission. Notice by overnight mail or courier shall be deemed received on the next business day after it was sent, or such earlier time as is confirmed by the receiving Party. First class mail is deemed received 5 business days after mailing.

#### **X. REPRESENTATIONS AND WARRANTIES**

As of the Effective Date hereof and the date of any effective Confirmation, each Party represents and warrants to the other as follows: (i) it is duly organized and validly existing under the laws of the State of its incorporation/organization, (ii) is qualified to do business and is in good standing in the State where the facility receiving electricity under any Confirmation is located, and has all requisite power and authority, corporate or otherwise, to enter into this Agreement or any Confirmation and to perform its obligations hereunder or thereunder, respectively, (iii) the execution, delivery, and performance of this Agreement or any effective Confirmation have been duly authorized in accordance with all of its organizational instruments, it has full power to execute, deliver, and perform its obligations under this Agreement or any effective Confirmation, and this Agreement and any effective Confirmation has been or will be duly executed and delivered, and (iv) it has reviewed and understands this Agreement and any effective Confirmation. By signing below, each individual additionally warrants that he or she is authorized to sign this Agreement and any Confirmation on behalf of the Party for which it was executed and is authorized to act under any effective Confirmation.

#### **XI. MISCELLANEOUS**

If the terms of any effective Confirmation modify, change or otherwise conflict with any provisions of this Agreement, the terms of the Confirmation shall govern. This Agreement and any Confirmation may be executed and delivered in counterparts (including by facsimile transmission or as an attachment to an electronic mail transmission), each of which will be deemed an original and all of which constitute one and the same instrument. Title to the electricity shall transfer at the Delivery Point identified on any effective Confirmation. As necessary, Buyer hereby appoints Seller its agent for the purposes of effectuating delivery. There are no third party beneficiaries to the Agreement or any effective Confirmation and none are intended by the Parties. This Agreement and any effective Confirmation shall not be assigned or transferred by either Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, Buyer and Seller each may assign this Agreement and any effective Confirmation to its parent, affiliate, subsidiary, or successor to all or a material portion of its assets, without the other Party's consent as long as notice is provided and the assigning Party retains

liability for the obligations hereunder. THIS AGREEMENT AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE A FACILITY RECEIVING ELECTRICITY UNDER THE AGREEMENT IS LOCATED WITHOUT REGARD TO THE LAWS OF SUCH STATE REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE, AND FEDERAL LAW, AS APPLICABLE. Any waiver of the requirements or provisions of this Agreement or any effective Confirmation must be in writing in order to be effective. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right hereunder shall not be construed as a waiver of such requirement or provision or a relinquishment of such right. This Agreement, including any effective Confirmation(s), Amendment(s) and/or Rider(s), if applicable, constitutes the complete agreement reached between the Parties and shall not be changed unless mutually agreed to in a writing signed by both of the Parties, except as may otherwise be provided herein. All prior agreements, understandings and representations, whether consistent or inconsistent, oral or written, between the Parties are merged into and superseded by this Agreement and any effective Confirmation. The Parties acknowledge and agree that (i) this Agreement and any effective Confirmation constitute a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (ii) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code and (iii) the rights set forth under Section VI herein constitute contractual rights "to liquidate, terminate, or accelerate" within the meaning of Section 556 of the Bankruptcy Code and "to terminate,

liquidate, accelerate or offset" within the meaning of Section 561 of the Bankruptcy Code. Both Parties' telephones may be monitored by, and each Party hereby consents to the other Party's use of, recording equipment with respect to this Agreement without further notice and agrees to provide its employees notice of such recording that may be required by applicable law, regulation or tariff. In the event of a service outage, downed wire or other electric emergency, Buyer should contact the applicable utility. The terms, provisions or conditions of any purchase order or other business form or written authorization used by Buyer will have no effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of Seller to object to those terms, provisions or conditions. Unless otherwise noted on an effective Confirmation, Buyer acknowledges and agrees that Seller will be the sole marketer supplying electricity for use to the Accounts identified on an effective Confirmation. The sale of electricity herein is subject to all applicable federal and state laws, orders, rules and regulations and to FERC rules and regulations or successor agency having jurisdiction. Either Party shall have the right to contest any such law, ordinance, order, rule, or regulation. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision or covenant of this Agreement.

## XII. REGIONAL REQUIREMENTS

Regional requirements are set forth on the Regional Rider(s), if applicable. If the terms in a Regional Rider modify, change or otherwise conflict with any provisions of this Agreement, the terms of the applicable Regional Rider shall govern.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates set forth below. This Agreement is not valid until signed by both Parties.

Seller: Integrys Energy Services, Inc.

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

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

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

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

Buyer: Glen Ellyn School District 41

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

Name: Steven Vondrak

Title: President, Board of Education

Date: February 21, 2011

This Confirmation dated 2/21/2011 is made a part of, and pursuant to terms of, the Power Sale Agreement (Letter of Agency) between Buyer and Seller identified herein.

<b>SELLER: Integrys Energy Services, Inc.</b>		<b>BUYER: Glen Ellyn School District 41</b>	
<b>NOTICES:</b> 500 West Madison Street Suite 3300 Chicago, IL 60661 Phone: (866) 906-5409 Fax: (920) 272-4248 Email: ilelectriccontracts@integrysenergy.com		<b>NOTICES:</b> 793 North Main Street Glen Ellyn, IL 60137 Attn: Ed Maylath Phone: (630) 534-7212 Fax: Email: emaylath@d41.org	
<b>INVOICES:</b> 793 North Main Street Glen Ellyn, IL 60137 Attn: Ed Maylath Phone: (630) 534-7212 Fax: Email: emaylath@d41.org			
<b>QUANTITY</b>	All usage associated with the Accounts listed below, as determined by the utility and adjusted by Seller to include losses for delivery purposes.		
<b>DELIVERY POINT</b>	For each Account below, the Delivery Point is the load zone in which such Account is located.		
<b>BILLING</b>	<input type="checkbox"/> Seller Billing (Dual Billing) <input checked="" type="checkbox"/> Seller Single Bill Billing (SBO)		
<b>ENERGY PRICING</b>	For each billing cycle, Buyer shall pay an Energy Charge per Account, which shall equal (i) the applicable Energy Rate below per kilowatt-hour (kWh), multiplied by (ii) the applicable billing cycle usage. The On-Peak, Off-Peak, Summer, and Non-Summer Energy Rates shall be applied to usage in the applicable "On-Peak", "Off-Peak", "Summer", and "Non-Summer" periods, as defined by the applicable utility.		
<b>LOSSES PRICING</b>	For each billing cycle, Buyer shall pay a Losses Charge per Account, which shall equal (i) the Losses Rate below per kWh, multiplied by (ii) the billing cycle usage.		
<b>ANCILLARY SERVICES PRICING</b>	For each billing cycle, Buyer shall pay an Ancillary Services Charge per Account, which shall equal (i) the Ancillary Services Rate below per kWh, multiplied by (ii) the billing cycle usage.		
<b>CAPACITY PRICING</b>	For each billing cycle, Buyer shall pay a Capacity Charge per Account, which shall equal (i) a Capacity Rate per kWh, which shall fluctuate based on changes in the PJM capacity price for the PJM delivery year containing the last day of the billing cycle and adjusted by Seller in accordance with PJM methodology, multiplied by (ii) the billing cycle usage. The Capacity Peak Load Contribution (PLC) as of the date of this Confirmation is set forth below. The Capacity Rate as of the date of this Confirmation is set forth below, but the actual Capacity Rate may fluctuate as described in (i) of this section.		
<b>TRANSMISSION SERVICE PRICING</b>	For each billing cycle, Buyer shall pay a Transmission Service Charge per Account, which shall equal (i) a Transmission Service Rate, which shall fluctuate based on the applicable PJM Network Integrated Transmission Service rate(s) as of the last day of the billing cycle, multiplied by (ii) the billing cycle usage. The Network Peak Load Contribution (PLC) as of the date of this Confirmation is set forth below. The Transmission Service Rate as of the date of this Confirmation is set forth below, but the actual Transmission Service Rate may fluctuate as described in (i) of this section.		
<b>RENEWABLE PORTFOLIO STANDARD (RPS) COMPLIANCE PRICING</b>	For each billing cycle, Buyer shall pay an RPS Compliance Charge per Account, which shall equal (i) the RPS Rate below per kWh, multiplied by (ii) the billing cycle usage. Notwithstanding Section III of the Agreement, the Parties agree that Seller shall not pass through to Buyer (a) any increase or decrease in current RPS compliance charges or (b) other increase or decrease in Seller's cost for RPS compliance resulting from a change in or change in interpretation or administration of current tariffs, laws, regulations, or other requirements of a utility, RTO/ISO, FERC, or other transmission providers, as applicable. Notwithstanding the foregoing, Seller may pass through to Buyer (i) any increase or decrease in Seller's cost for RPS compliance resulting from new or additional RPS compliance charges and (ii) other increase or decrease in Seller's cost for RPS compliance resulting from a new or additional tariff, law, regulation, or other requirements of a utility, RTO/ISO, FERC, or other transmission providers, as applicable.		
<b>INVOICE FORMAT</b>	Under "Invoice Format" below: o If "Detailed" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as separate line items. o If "Combined with Transmission" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as one combined rate for each Energy Rate, which shall be the result of summing the applicable Energy Rate with the Losses, Ancillary Services, Capacity, Transmission Service, and RPS Rates. o If "Combined without Transmission" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as (i) one combined rate for each Energy Rate, which shall be the result of summing the applicable Energy Rate with the Losses, Ancillary Services, Capacity, and RPS Rates and (ii) a separate Transmission Service Charge.		



MATERIAL CHANGE	Buyer acknowledges that the Energy Pricing above has been established based on each Account's 12-month historical usage as of the date of this Confirmation (as determined by the utility) (the Account's "Baseline"). If Seller determines that there has been a material and sustained change from an Account's Baseline for reasons other than Force Majeure which results in an increased cost or decreased revenue to Seller ("Cost"), Seller may request that Buyer and Seller meet and agree on a Pricing adjustment to reflect such Cost; provided however, if Buyer and Seller cannot mutually agree, then Seller may pass-through the Cost, without markup.				
DELIVERY PERIOD	The initial Delivery Period for each Account shall begin on the first meter read occurring on or after 3/14/2011 subject to the applicable utility's confirmation of enrollment with Seller. The initial Delivery Period shall continue through the latest meter read date that occurs on or before 12/14/2013. The Parties acknowledge that the dates provided are based on the applicable utility's read schedules, and actual meter read dates may vary.				
RENEWAL	After the initial Delivery Period, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller unless (i) terminated by either Party giving 30 days written notice prior to the end of the initial Delivery Period noted above, or (ii) Buyer and Seller agree to alternate Pricing as evidenced by a fully executed Confirmation for the relevant Delivery Period. After the initial Delivery Period, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice to the other Party.				
Energy Rate in \$/kWh		Summer On-Peak in \$/kWh	0.03779		
		Summer Off-Peak in \$/kWh	0.03779		
		Non-Summer On-Peak in \$/kWh	0.03779		
		Non-Summer Off-Peak in \$/kWh	0.03779		
Losses Rate in \$/kWh		0.00203			
Ancillary Services Rate in \$/kWh		0.00205			
Capacity Rate in \$/kWh		0.00630			
Transmission Service Rate in \$/kWh		0.00454			
RPS Rate in \$/kWh		0.00062			
Utility Account #	Utility	Service Address	Invoice Format	Capacity PLC in kW	Network PLC in kW
7163214003	COMED	793 North Main Street Glen Ellyn, IL 60137	Detailed	92.46310	94.67060
2289079038	COMED	240 Geneva Rd Glen Ellyn, IL 60137	Detailed	15.27000	13.49360
7079221003	COMED	240 Geneva Rd Glen Ellyn, IL 60137	Detailed	158.99000	135.72690
6409604008	COMED	350 Bryant Glen Ellyn, IL 60137	Detailed	145.55000	80.59600
0299119038	COMED	350 Bryant Glen Ellyn, IL 60137	Detailed	15.63000	15.11290
7585480009	COMED	380 Greenfield Ave Glen Ellyn, IL 60137	Detailed	108.16600	112.23700
0845141013	COMED	380 Greenfield Ave Glen Ellyn, IL 60137	Detailed	14.72990	15.65260
0471113103	COMED	561 Elm St Glen Ellyn, IL 60137	Detailed	12.81840	14.84300
7163213006	COMED	561 Elm St Glen Ellyn, IL 60137	Detailed	113.09790	120.08920
8171145009	COMED	240 Hawthorne Blvd Glen Ellyn, IL 60137	Detailed	314.06000	317.55230
Contract ID# 230727					
SPECIAL CONDITIONS	Non-interval metered usage shall be allocated in Seller's reasonable discretion into On- and Off-Peak hourly periods based on the applicable utility's class average data. Notwithstanding the Pricing sections above, unmetered usage shall be billed using the annualized general lighting charge as provided by the applicable utility.				

Buyer acknowledges that the pricing herein includes a negotiated fee paid to third party intermediaries involved in the negotiation and execution of this Confirmation. Buyer acknowledges that the intermediary is not an agent of Seller and, thus, is not authorized to bind or represent Seller.

Buyer agrees that by signing below, Buyer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Power Sale Agreement is effective as of the date signed by Seller.

Seller: Integrys Energy Services, Inc.

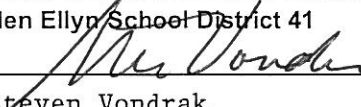
By: \_\_\_\_\_

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

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

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

Buyer: Glen Ellyn School District 41

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

Name: Steven Vondrak

Title: President, Board of Education

Date: February 21, 2011



## AMENDMENT TO THE POWER SALE AGREEMENT

This Amendment to the Power Sale Agreement ("Amendment") dated as of February 21, 2011 is hereby made by and between **Integrus Energy Services, Inc.** ("Seller") and **Glyn Ellen District 41** ("Buyer"). Buyer and Seller are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

In consideration of the promises and mutual covenants set forth below, the Parties agree to amend the Power Sale Agreement between the Parties with an Effective Date of February 21, 2011 (as may have been amended from time to time, the "Agreement") as follows:

1. The following is hereby added at the end of the existing Section III of the Agreement: "Upon any such increase in costs listed above, Buyer may terminate this Agreement and any effective Confirmation by written notice no later than fifteen (15) days following the receipt of an invoice with such an increase. If Buyer exercises the right to terminate this Agreement pursuant to this Section III and the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, less any associated costs reasonably incurred by Seller, is less than the amount that would have been paid under this Agreement and any effective Confirmation, then Buyer shall pay Seller a Settlement Amount in the amount of such positive difference multiplied by the quantity for which a fixed price, or fixed price component, was established, as set forth on the applicable Confirmation."

2. In the fifth sentence of Section IV(B) of the Agreement, the words "on or before 10 calendar days after the invoice date" are hereby replaced with the words "in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*".

3. In the sixth sentence in Section IV(B) of the Agreement, the words "of 1.5% per month" are hereby replaced with the words "that does not exceed the maximum interest rate permitted by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*".

4. In the second sentence of Section V of the Agreement, the word "sole" is hereby replaced with "commercially reasonable".

5. The following is hereby added at the end of the existing Section VI(A)(ix) of the Agreement: "or as permitted to Section III".

6. In the last sentence of Section VI(B) of the Agreement, "15 days" is hereby replaced with "30 days".

7. The fifth sentence of Section VIII of the Agreement is hereby deleted.

8. The following is hereby added between the sixth and seventh sentences of Section VIII of the Agreement: "The Claiming Party shall use its reasonable commercial efforts to promptly correct such failure or delay in performance."


9. In the eighth sentence of Section XI of the Agreement, the words "WHERE A FACILITY RECEIVING ELECTRICITY UNDER THE AGREEMENT IS LOCATED" is hereby replaced with the words "OF ILLINOIS".

10. This Amendment may be executed and delivered in counterparts (including facsimile transmission), each of which will be deemed an original and all of which together will constitute one and the same instrument. By way of clarification however, this Amendment will not be effective unless both Parties have executed a counterpart.

11. By signing below, each individual additionally warrants that he or she is authorized to sign this Amendment on behalf of the Party for which it was executed.

12. As amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the dates set forth below.

<b>SELLER:</b> Integrus Energy Services, Inc.	<b>BUYER:</b> Glyn Ellen District 41
By: _____	By: 
Name: _____	Name: <u>Steven Vondrak</u>
Title: _____	Title: <u>President, Board of Education</u>
Date: _____	Date: <u>February 21, 2011</u>

## School Board

### Organizational School Board Meeting

During a March meeting in odd-numbered years, the School Board establishes a date for its organizational meeting to be held sometime after the election authority canvasses the vote, but within 28 days after the consolidated election. The consolidated election is held on the first Tuesday in April of odd-numbered years. If, however, that date conflicts with the celebration of Passover, the consolidated election is postponed to the first Tuesday following the last day of Passover.

Any board member and new board member-elect interested in a board leadership position (president, vice-president, secretary) may present a written statement of interest for that position or positions to be included in a communication from the Superintendent one week prior to the Organizational School Board Meeting for review by fellow board members. This procedure will not preclude nominations being made during the organizational meeting but serves to inform all board members about an individual's level of interest for a Board leadership position prior to the election of officers.

At the organizational meeting the following shall occur:

1. Each successful candidate, before taking his or her seat on the Board, shall take the oath of office as provided in Board policy 2:80, Board Member Oath and Conduct.
2. The new School Board members shall be seated.
3. The School Board shall elect its officers who assume office immediately upon their election.
4. The School Board shall fix a time and date for its regular meetings.

LEGAL REF.: 10 ILCS 5/2A-1 et seq.  
105 ILCS 5/9-18, 5/10-5, and 5/10-16.

CROSS REF.: 2:30 (School Board Elections), 2:200 (Types of School Board Meetings), 2:220 (School Board Meeting Procedure), 2:230 (Public Participation at School Board Meetings and Petitions to the Board)

Reviewed: October 20, 2003; January 18, 2011; February 21, 2011

Adopted/Approved: November 17, 2003

Revision Adopted: May 16, 2005; December 18, 2006; February 21, 2011

**DRAFT**  
**GLEN ELLYN SCHOOL DISTRICT 41**  
**2011-2012 School Calendar**

<b><u>AUGUST</u></b>	18-23	<b>No School</b> -Institute Days
	24	First Student Attendance Day
<b><u>SEPTEMBER</u></b>	5	<b>No School</b> -Labor Day
	16	SIP Day-students dismiss at noon*
<b><u>OCTOBER</u></b>	7	SIP Day-students dismiss at noon*
	10	<b>No School</b> -Columbus Day
	11	<b>No School</b> -Institute Day
<b><u>NOVEMBER</u></b>	3	Parent/Teacher Conference – no student attendance Conferences 2:00 – 8:00 pm
	4	Parent/Teacher Conference –no student attendance Conferences 8:00 am - 3:00 pm
	23	Staff SIP Day – no student attendance
	24-25	<b>No School</b> -Thanksgiving Break
<b><u>DECEMBER</u></b>	21	SIP Day- students dismiss at noon*
	22-30	<b>No School</b> -Winter Break
<b><u>JANUARY</u></b>	2-3	<b>No School</b> -Winter Break
	16	<b>No School</b> -Martin Luther King Day
	17	<b>No School</b> -Institute Day
<b><u>FEBRUARY</u></b>	17	SIP Day- students dismiss at noon*
<b><u>MARCH</u></b>	2	<b>No School</b> -Institute Day
	5-16	ISAT Testing- (Tentative)
	23	SIP Day- students dismiss at noon*
	26-30	<b>No School</b> -Spring Break
<b><u>APRIL</u></b>	6	<b>No School</b> -District Holiday
	20	SIP Day- students dismiss at noon*
<b><u>MAY</u></b>	25	SIP Day- students dismiss at noon*
	28	<b>No School</b> -Memorial Day
	30	Last Student Day (Tentative) –if <b>no</b> emergency days are used
	31	<b>No School</b> -Institute Day-(Tentative) –if <b>no</b> emergency days are used
<b><u>JUNE</u></b>	6	Last Student Day (Tentative) –if <b>all</b> emergency days are used
	7	<b>No School</b> -Institute Day-(Tentative) –if <b>all</b> emergency days are used

**\*No Pre-K, Early Childhood or Kindergarten student attendance on Parent/Teacher Conference Days, SIP Days or any other ½ day early dismissal; Early dismissal time for grades 1-8 will be Noon for all schools.**

**For more information about student attendance on SIP Days, please contact the building principal.**

*Note: Please assume that June 6 will be the last day of school as you plan your summer activities. D41 is required to make up any attendance days lost due to snow days or other emergencies.*

*Approved: BOE,*

# FGM ARCHITECTS

## Outdoor Learning Environment

For

**Hadley Courtyard  
Hadley Junior High  
240 Hawthorne Blvd  
Glen Ellyn, IL 60137**

### **OWNER:**

Glen Ellyn School District #41  
793 North Main Street  
Glen Ellyn, IL 60137

### **DATE:**

February 7, 2011

### **ARCHITECT:**

FGM Architects Planners, Inc.  
1211 West 22<sup>nd</sup> Street, Suite 705  
Oak Brook, IL 60523-2109

FGM Job No. 10-1136.03

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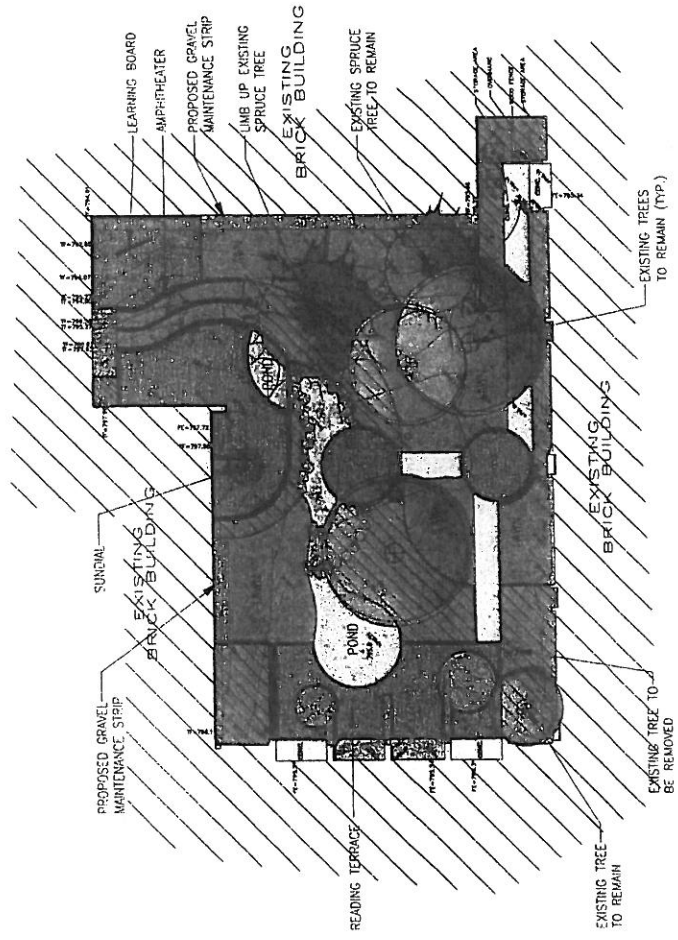
Professional Design Firm #184-000350

### Distributed to:

Glen Ellyn SD 41-Owner  
Ron Richardson-FGM  
Steve Welter-FGM  
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File 1.2

1211 W. 22<sup>nd</sup> Street, Suite 705  
Oak Brook, Illinois 60523-2109  
630.574.8300 PHONE 630.574.9292 FAX  
fgmarchitects.com

# HADLEY JUNIOR HIGH, GLEN ELLYN, ILLINOIS



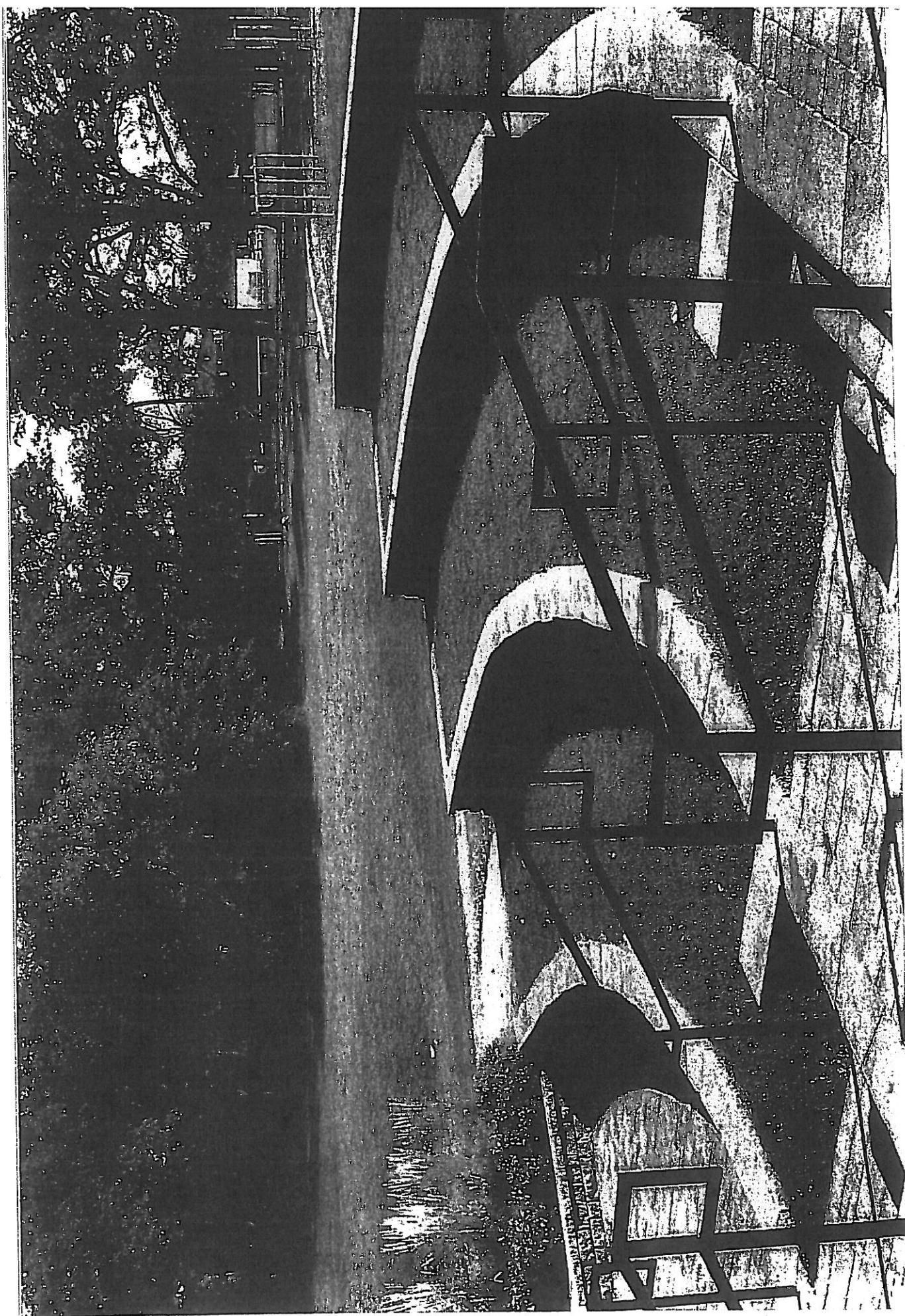
COURTYARD CONCEPT  
SCALE: 1"=10'

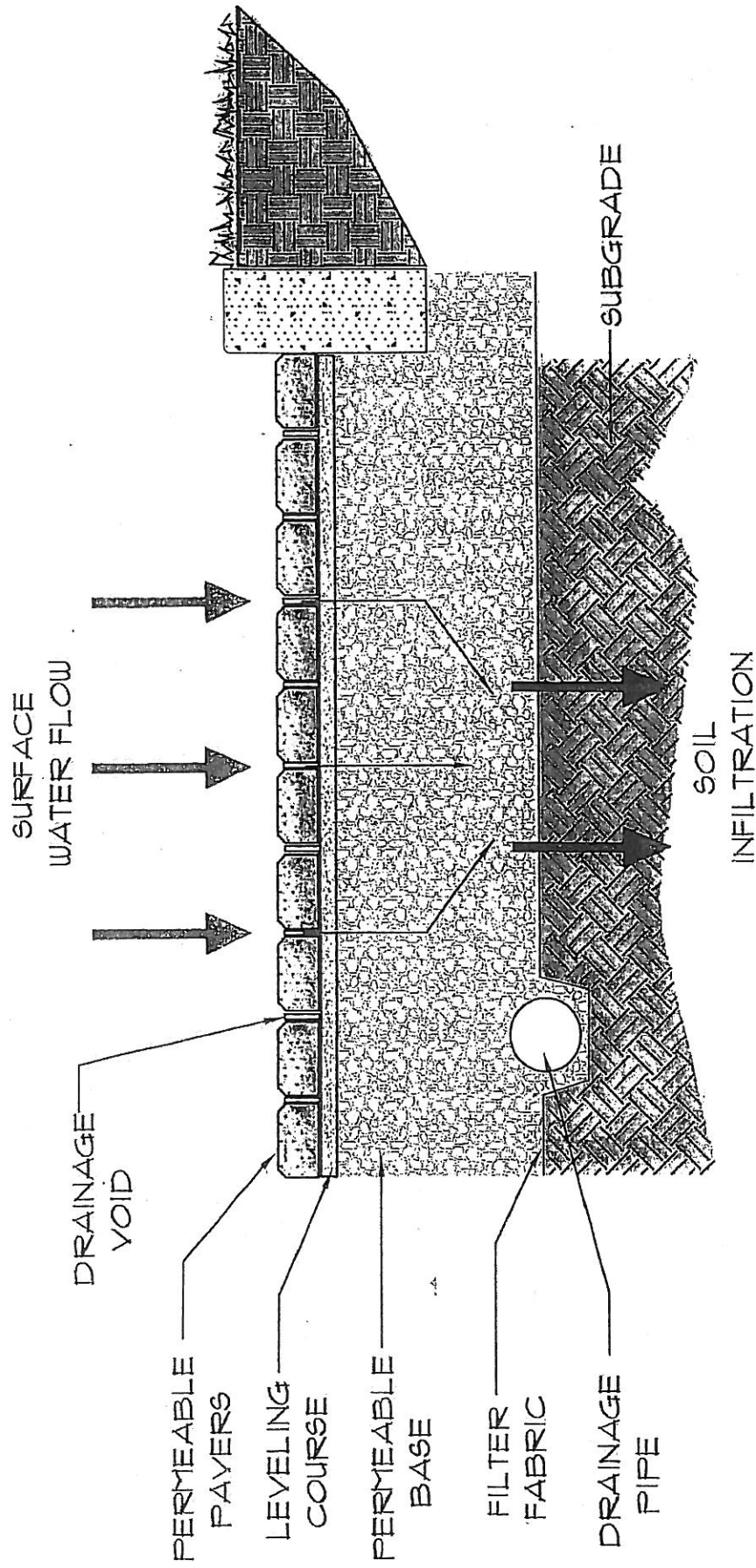


FEBRUARY 7, 2011  
JOB #10-1134-N  
ARCHITECTS

FGM ARCHITECTS  
GLEN ELLYN SCHOOL DISTRICT 41  
FIRM: FGM ARCHITECTS, P.C.  
1000 N. WILSON AVENUE, SUITE 100  
GLEN ELLYN, IL 60126







ALLOWS SURFACE INFILTRATION  
 AGGREGATE MATERIAL FILTERS STORMWATER  
 SOIL INFILTRATION CONTRIBUTES TO AQUIFER RECHARGE

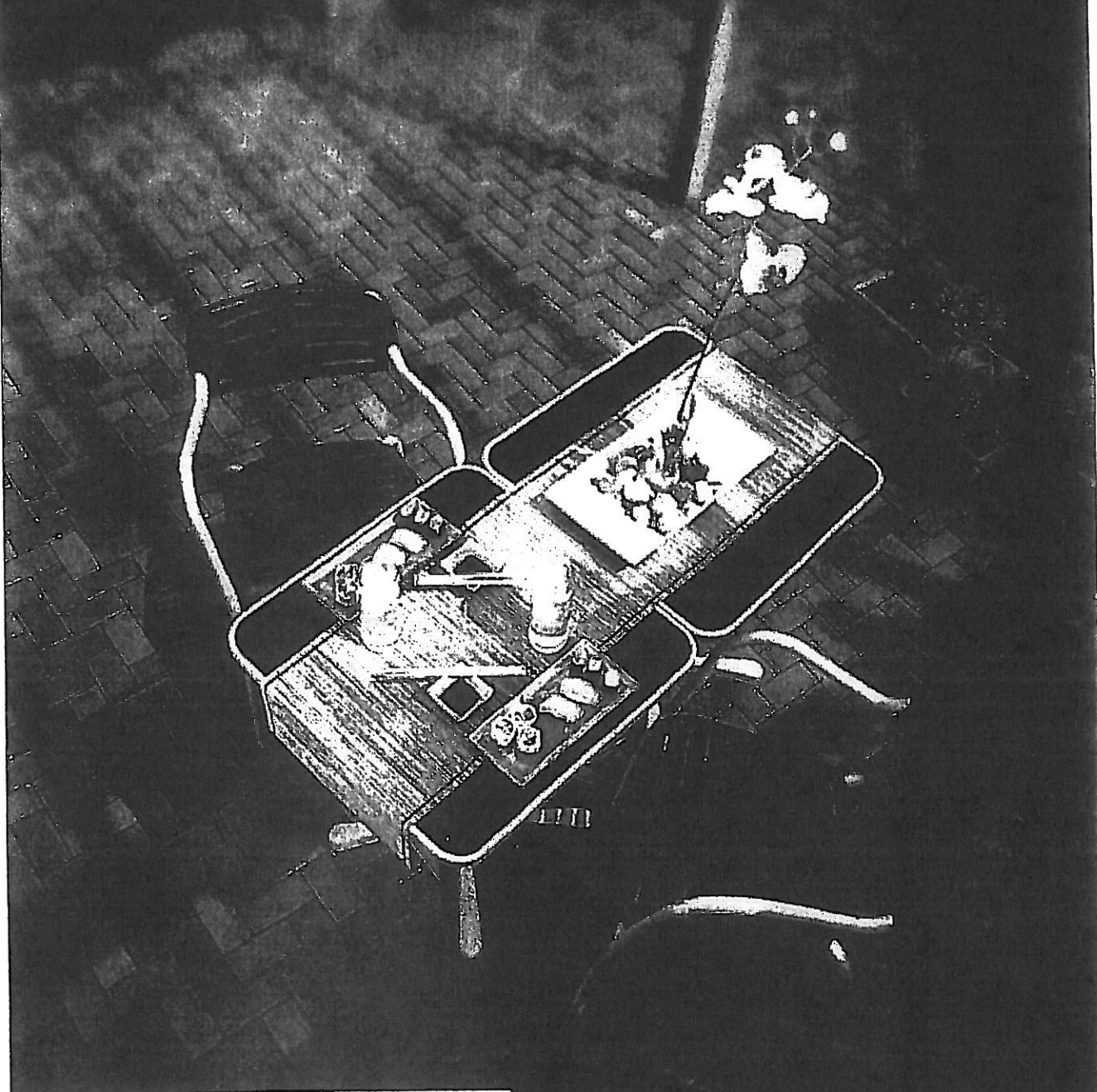
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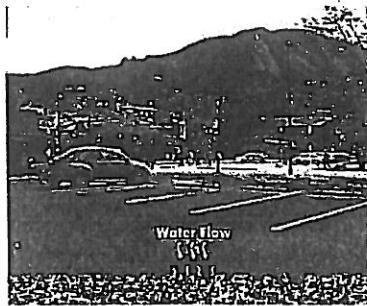
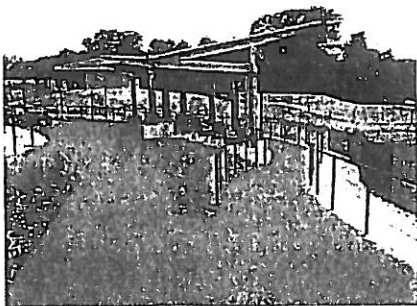
VAST Composite Pavers provide the strength, beauty and versatility of traditional pavers with the offering of unique quality (evenly provided) by a highly engineered composite material. VAST pavers are completely durable under foot traffic, forklifts, skid loaders and low volume vehicle traffic (e.g., parking lot). Unlike concrete, VAST pavers absorb almost no water and won't crack in challenging cold-weather climates. In fact, VAST pavers are guaranteed for life not to crack (residential applications only). VAST is stain- and impact-resistant, UV-treated to resist fading, and will continue to look brilliant year after year.

became a part of the green building revolution by using the paver that defines an industry. Unchanged for 70,000 years, traditional pavers now have a superior replacement: VAST Composite Pavers. By combining recycled materials with cutting-edge composite material technology, VAST pavers are one-third the weight of traditional pavers allowing VAST to be easily used in new applications such as flat roofs and residential decking. Engineered to resist cracking, staining and UV damage, VAST pavers are the most advanced segmented paving system in the world.

**Pavers,  
Re-Invented**

**Table 1: FilterPave® Porous Pavement Specification**

Item .....	Specifications & Details
Aggregate Material .....	100% Post Consumer Recycled Glass
Binder .....	Polyurethane (>50% Renewable)
Chemical Resistance .....	Superior
Tensile Strength <sup>1</sup> (per ASTM D412 and D638) .....	2500 psi (17,170kPa) - 7 days
Tear Strength <sup>1</sup> (per ASTM D624) .....	600 psi (4120 kPa) - 7 days
Flexural Modulus .....	75,000 psi (515 mPa)
Flexural Strength (per ASTM C78) .....	500 psi (3435 kPa)
Elongation at Yield <sup>1</sup> (per ASTM D412 and D368) .....	50% - 28 days
Flexible Pavement Compressive Strength at Yield <sup>2</sup> (per ASTM C39) .....	800 psi (5500 kPa) - 7 days <sup>3</sup> 1,000 psi (8240 kPa) - 28 days <sup>3</sup>
Coefficient of Friction-Wet/Dry Static (per ASTM D1895) .....	0.90 - 1.05
Coefficient of Friction-Wet/Dry Kinetic (per ASTM D1895) .....	0.75 - 0.85
Infiltration Rate .....	1,600 - 1,750 in/hr
Porosity .....	0.40 - 0.47
C-Factor .....	0.05-0.10
Solar Reflectance Index (SRI) of Pigmented FilterPave® (per ASTM E1980)	
Jade Green .....	.62
Amber Brown .....	.61
Sedona Red .....	.53
Topaz Brown .....	.51
Sapphire Blue .....	.49
Minimum Installation Temperature .....	45° F (7° C)
72 Hour Ambient Temperature Minimum .....	35° F (2° C)
Cure Time-min 60° F (15.5° C) ambient temp .....	72 hours (3 days)
Cure Time-below 60° F (15.5° C) ambient temp .....	120 hours (5 days)

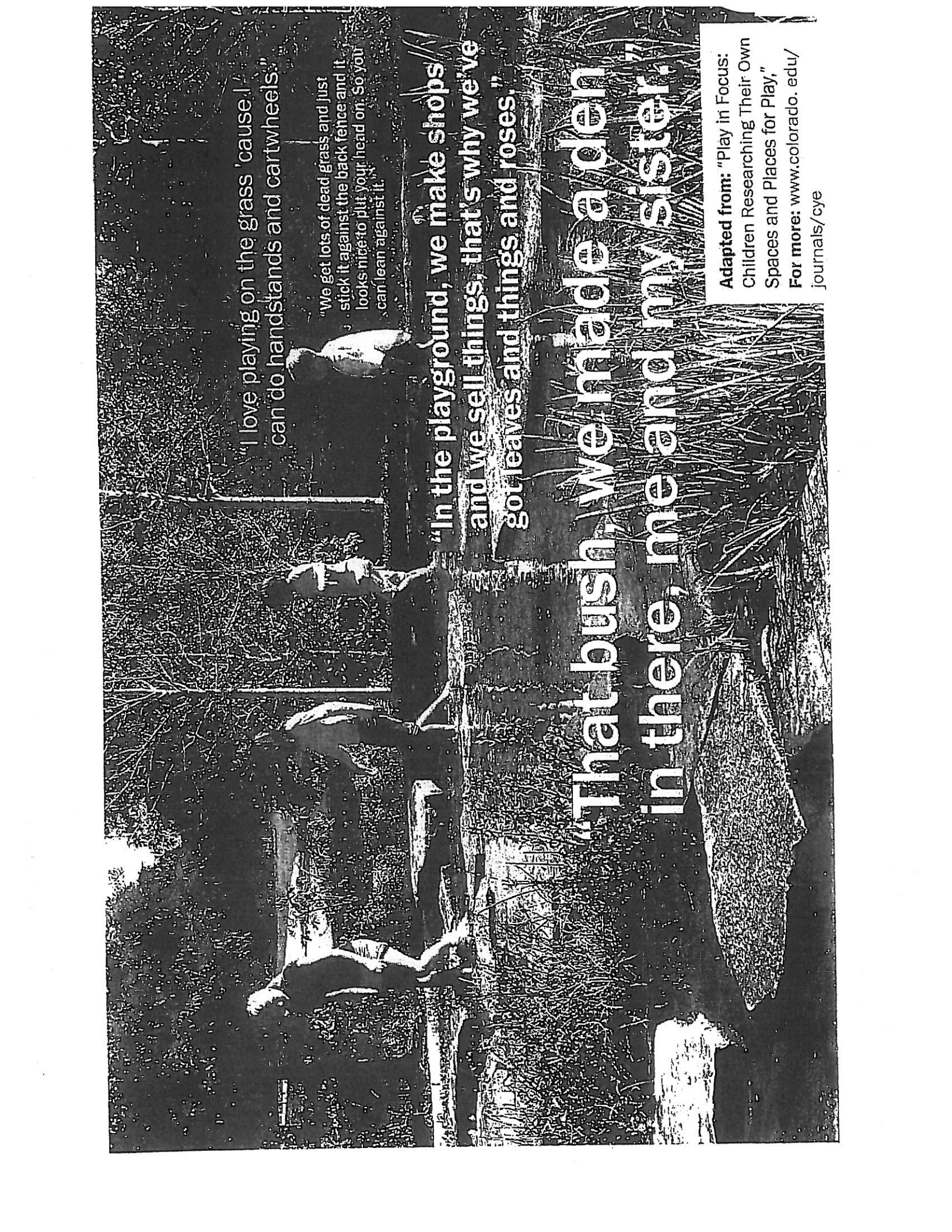


<sup>1</sup> Testing on Neat Elastomer

<sup>2</sup> FilterPave maintains greater than 80% compressive strength well beyond yield

<sup>3</sup> PSI results achieved under laboratory conditions. Field results may be different due to varying conditions





"I love playing on the grass 'cause I  
can do handstands and cartwheels."

"We get lots of dead grass and just  
stick it against the back fence and it  
looks nice to put your head on. So you  
can lean against it."

"In the playground, we make shops  
and we sell things, that's why we've  
got leaves and things and roses."

"That bush, we made a den  
in there, me and my sister."

**Adapted from:** "Play in Focus:  
Children Researching Their Own  
Spaces and Places for Play,"  
**For more:** [www.colorado.edu/  
journals/cye](http://www.colorado.edu/journals/cye)

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## Ecosystem Philosophy

An ecosystem is an ecological community together with its environment, functioning as a unit. Likewise, an Aquascape ecosystem pond is a water garden that functions together with its surrounding environment ... or as we like to boast ... we work with Mother Nature and not against her.

The word ecology comes from the combination of two Greek words: oikos, meaning house and logos, meaning the study of. Together it literally means "study of the home."

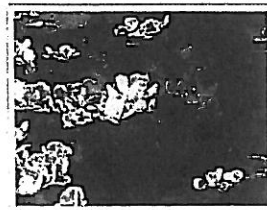
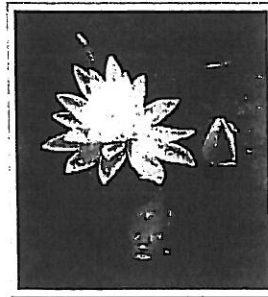
Ponds are one of the most important ecosystems on the planet. They play host to a total interrelationship of all organisms in the environment such as birds, fish, frogs, plants, and many microscopic organisms. So, ponds not only create a natural ecosystem in their defined environment, but they also fit into the community or life cycle of the entire ecological region.

An ecological region is made up of thousands of elements. Water is the most basic of these. Each pond is a piece of the puzzle. As wild habitats are depleted due to commercial development and other factors, these pieces are eliminated. That is why it's so important to restore and preserve as many of these "puzzle pieces" as possible. A backyard pond restores part of an ecosystem and is part of the big picture - the regional environment.

A regional ecosystem or a pond ecosystem is like a triangle. In a regional ecosystem, water (ponds, streams, and lakes) is the support, like the base of a triangle. In the pond ecosystem, the water is the base of the triangle. Everything found above the base (plants and animals) is completely dependent, either directly or indirectly, on the pond.

As you begin to understand how ponds work and what plants and animals live in them, you learn to appreciate nature instead of being afraid of it. Given time and proper plant selection in and around the pond, you can create a very diverse ecosystem in your yard. Just remember to keep it simple and with patience your pond will mature over the years into a beautiful part of nature.

One pond in one backyard may not seem very important, but when you have a thousand similar backyard ecosystems functioning simultaneously, there's truly a positive impact being made on the environment. Large amounts of habitat are restored for frogs, toads, newts, and salamanders. The population of each of these creatures has been declining sharply for many years now. Birds have also been driven from many of their natural wetland habitats, which they need so desperately to survive. Your pond will provide a safe haven for these creatures and add a welcome diversity to our stressed suburban environments.



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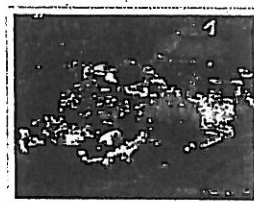
## Ecosystem Ponds

Ecosystem ponds can be easy to understand if you have a good grasp of what components go into a basic, functioning ecosystem. An ecosystem pond works with Mother Nature to provide food, shelter, and safety to the wildlife around it. It also provides you with an all-natural, low-maintenance piece of paradise. It's important to remember, however, that every piece of the ecosystem puzzle must be present in order for a true ecosystem to be in place. Eliminate one of these elements and you've got an unbalanced ecosystem that won't be so low-maintenance anymore. Check out the things you'll need to get your ecosystem pond fired up:



**Circulation System** is really just a fancy way of saying "pumps and plumbing." The proper size pump and pipe diameter are extremely important for the aesthetics of a water feature. More importantly, an efficient circulation system keeps the water moving and provides the necessary oxygen levels for healthy fish and plants.

**Proper Filtration System** includes the use of both a biological and a mechanical filter. A biological filter provides surface area for beneficial bacteria to colonize and remove excess nutrients from the water. A mechanical filter will not only pre-filter the water and house the pump; it will also skim debris from the water's surface to prevent the accumulation of organic materials on the pond floor.



**Fish** are an integral part of any ecosystem. Unfortunately, fish are often seen as creating a maintenance nightmare. Contrary to popular belief, fish will actually reduce pond maintenance, as they graze on string algae and bottom feed from the pond floor.

**Aquatic Plants** are Mother Nature's true filters. Plants are great for adding character to a pond by providing color and texture, but from a filtration perspective, they're second to none. Thriving from the excess nutrients in a pond and depriving algae of its food source, the aquatic plants in a water garden, given proper coverage, are critical for the overall health of the ecosystem.

**Rocks, Gravel, and Bacteria** have been a controversial element in the hobby for many years. Many enthusiasts have steered away from rocks and gravel out of fear that their system will become a maintenance nightmare. On the contrary, rocks and gravel will not only make your pond look more natural, they will also protect pond liners from UV light degradation and they provide tremendous surface area for beneficial bacteria to break down excess nutrients in the water and dissolved organic debris on the pond floor.



Having all these things in place makes all the difference in the health and success of your water garden. Use them and work with Mother Nature, not against her, for a chemical-free wonderland of water! The truth is that most people opt for the ecosystem way of water gardening because it's easier and it just makes sense. A low-maintenance ecosystem pond provides you with more free time to enjoy friends and family ... while gathered around your pond, of course!

[Click here](#) to view the installation of an Ecosystem Pond using our professional grade AquascapePRO® product.

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# Glen Ellyn School District 41

# Board of Education

## Regular Meeting

February 21, 2011

Please sign in so that we may have record of your attendance. Thank you

[illegible]