

**BOARD OF EDUCATION MEETING**  
201 North Scoville Avenue  
Room 213, Oak Park, Illinois 60302  
Thursday, June 23, 2011 – 7:00 p.m.  
Meeting Agenda

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7:00 p.m.	I.	Call to Order, Pledge of Allegiance, and Roll Call	Dr. Dietra D. Millard	
7:05 p.m.	II.	Appointment of New Board of Education Member & Oath of Office	Dr. Dietra D. Millard	Action
7:10 p.m.	III.	Changes to the Agenda	Dr. Dietra D. Millard	
7:15 p.m.	IV.	Introductions	Dr. Dietra D. Millard	Action
		A. Recognition & Resolution of Jacques A. Conway		
		B. Introduction of Visitors		
7:25 p.m.	V.	Public Comment	Dr. Dietra D. Millard	
7:40 p.m.	VI.	Board of Education Members/Student Council Report	Dr. Dietra D. Millard	
		A. Status of F.O.I.A. Requests		
		B. Board of Education Comments		
7:50 p.m.	VII.	School Reports and Student Life	Dr. Dietra D. Millard	
		A. Student Council Report	Jack Hendrix	
		B. Principal's Report	Nathaniel L. Rouse	
		C. Certification of June Graduates	Nathaniel L. Rouse	Action
		D. Student Handbook Modifications	Nathaniel L. Rouse	Action
		E. Approval of Joint Committee of Student Discipline Subcommittee 1		
		1. Recommendation 1		Action
		F. Approval of Joint Committee Subcommittee 2		
		1. Recommendation 1		Action
		2. Recommendation 2		Action
		4. Recommendation 3		Action
		5. Recommendation 4		Action
		6. Recommendation 5		Action
		7. Recommendation 6		Action
		8. Recommendation 7		Action
		9. Recommendation 8		Action
		10. Recommendation 9		Action
		11. Recommendation 10		Action
		G. Approval of Joint Committee Subcommittee 3		
		1. Recommendation 1		Action
		2. Recommendation 2		Action
		3. Recommendation 3		Action
		H. Approval of Tradition of Excellence Award Recipients	Nathaniel L. Rouse	Action
		I. Approval of Regional Safe Schools Agreement	Nathaniel L. Rouse	Action
		J. Student Discipline	Nathaniel L. Rouse	Action
8:10 p.m.	VIII.	District, Community and State Reports	Dr. Dietra D. Millard	
		A. Citizens' Council	Co-Chairs, Terry Finnegan	
		PTO	Amy McCormack	
		Huskies Boosters' Club	Amy McCormack	
		Alumni Association	Amy McCormack	
		Tradition of Excellence	Sharon Patchak-Layman	



	Concert Tour Association	Sharon Patchak-Layman
	APPLE	Dr. Ralph H. Lee
	Faculty Senate Executive Committee	James Paul Hunter
B.	External Liaison Reports	Board Members
C.	Superintendent's Report	Dr. Steven T. Isoye

8:25 p.m.	IX.	<b>Consent Items</b>	<b>Dr. Dietra D. Millard</b>	
	A.	Approval of the Check Disbursements and Financial Resolutions dated June 23, 2010		Action
	B.	Approval of the Monthly Financial Reports		Action
	C.	Approval of the Treasurer's Report		Action
	D.	Approval of Institute Day Plans and Dates 2011-12		Action
	E.	Appointment of Citizens' Council Members for 2011-12		Action
	F.	Renewal Package Policy, Liability Umbrella Insurance and School Board Legal		Action
	G.	Renewal of Workers' Compensation Insurance		Action
	H.	Approval of Thrive Contract		Action
	I.	Approval of Residency Officer Contract		Action
	J.	Approval of Marching Band Uniform		Action
	K.	Approval of Flexible Benefits Plan Document		Action
	L.	Approval of Reduction of District Fees		Action
	M.	Approval of Village of Oak Park Student Parking		Action
8:40 p.m.	X.	<b>Policy</b>	<b>Dr. Dietra D. Millard/Sharon Patchak Layman/Dr. Steven T. Isoye</b>	
8:45 p.m.	XI.	<b>Finance</b>	<b>Amy McCormack/Cheryl L. Witham</b>	
	A.	Acceptance of Gifts		Action
	B.	Facility Rental Agreement		Action
8:55 p.m.	XII.	<b>Human Resources</b>	<b>Amy McCormack/Lauren M. Smith</b>	
	A.	Approval of Personnel Recommendations		Action
	B.	Faculty Attendance Data 2010-2011		Information
	C.	Ratification of CPA Contract		Action
9:15 p.m.	XIII.	<b>Instruction</b>	<b>Dr. Ralph H. Lee/Terry Finnegan/Philip M. Prale</b>	
9:20 p.m.	XIV.	<b>Negotiations</b>	<b>Amy McCormack</b>	
9:25 p.m.	XV.	<b>Other</b>	<b>Dr. Dietra D. Millard</b>	
	A.	Approval of Open Minutes and Closed Session Minutes of May 26, 31, June 14, 16, 18, and 20, 2011 and a Declaration that the audiotapes dated September 2009 be destroyed		Action
	B.	Information about April Election Campaign		Information
	C.	Discussion of Non-agenda Items		Information
9:40 p.m.	XVI.	<b>Closed Session</b>	<b>Dr. Dietra D. Millard</b>	
		_____ move to enter closed session for the purpose of discussing _____ litigation, _____ student discipline, _____ collective bargaining and/or negotiations, and _____ the appointment, employment and/or dismissal of personnel.		
TBD	XVII.	<b>Adjournment</b>	<b>Dr. Dietra D. Millard</b>	
		_____ moved to adjourn at _____; seconded by _____.		
		Roll call vote.		



Date: June 23, 2011  
To: Board of Education  
From: Superintendent  
Subj: Approval of Resolution Honoring Jacques A. Conway

ACTION

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Attached you will find the resolution honoring Jacques A. Conway for his years of Board Service.

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Motion: Move to approve the resolution honoring Jacques A. Conway for his dedicated service to the OPRFHS Board of Education.

Roll Call Vote

Agenda Item No. IV. A.



## RESOLUTION OF APPRECIATION

**BE IT RESOLVED** that the Board of Education of the Oak Park and River Forest High School this 23rd day of June 2011, wishes to express its appreciation to

*Jacques A. Conway*

for his service to the Board during the past six years as:

Member

President

APPLE Board Liaison

Huskie Boosters' Club Board Liaison

IASB Board Representative

Oak Park Community Foundation Board Liaison

Oak Park Council of Governments Liaison

Oak Park and River Forest Scholarship Foundation Liaison

River Forest Council of Governments Liaison

Community Relations Committee Chair

The Board commends Jacques for his leadership and his dedication to the Oak Park and River Forest High School in the unselfish giving of his time and ability.

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Dr. Dietra D. Millard, President



DATE: June 16, 2011

TO: The Superintendent

FROM: The Principal

RE: Certification of 2011 Graduates (REVISED)

ACTION

The students whose names appear on the attached pages have successfully completed graduation requirements of the Consolidated School District #200, Cook County, and those of the State of Illinois.

Of the 735 graduates, 687 individuals participated in the commencement exercise held on June 12, 2011 in the Oak Park and River Forest High School Stadium. The attached listing of 2011 graduates consists of:

694	June graduates from regular school	(357 females - 337 males)
7	Evening School Diploma Program	( 5 females - 2 males)
19	January 2011 graduates	( 14 females - 5 males)
12	Summer School 2010 graduates	( 5 females - 7 males)
3	Juniors (Early graduates)	( 3 female - 0 male)
<b>735</b>	<b>Total Graduates</b>	<b>(384 females - 351 males)</b>

13	Certificates of Attendance (Special Ed students – 2 females and 11 males)
5	Certificates of Attendance (Foreign Exchange students - 3 female and 2 males)
10	Special Education Students who aged out ( 2 females and 8 males)
55	Non-participants (26 females, 29 males)
99	Non-graduates (42 females, 57 males)

**TABLE: Number of Graduates from school years 1996 through 2011**

YEAR	JUNE GRADUATES	PRIOR SUMMER SCHOOL	JANUARY GRADUATES	TOTAL GRADUATES
2011	704	12	19	735
2010	741	9	21	771
2009	692	12	23	727
2008	706	6	19	731
2007	739	13	39	791
2006	685	19	17	721
2005	683	18	16	717
2004	653	16	20	689
2003	650	14	25	689
2002	596	12	32	640
2001	594	8	13	615
2000	534	15	30	579
1999	623	14	16	653
1998	587	11	31	629
1997	555	9	42	606
1996	570	21	31	622

MOTION: Move to certify the 735 graduates of the Class of 2011

Agenda Item



**OAK PARK AND RIVER FOREST HIGH SCHOOL**

**201 North Scoville Avenue**

**Oak Park, Illinois 60302**

Toula Boznos, Registrar

Graduation Date: June 12, 2011

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Brian Fox Abarbanel

Alexis Austin

Nicole M. Acree

Jordyn Julia Avila

Raven N. Adams

Baataasuren Baatarchuluun

Armani Akines

Andrew Bacalao  
(Certificate)

Daniel R. Alanis

Emily Jane Bacalao

Patrick Alcock

Dylan M. Baig

Angelo A. Alesia

Cynthia L. Bailey

Louis Alexander

Christopher Bailoni

Abigail Shaina Algozino

Rebecca L. Baiman

Saqer Alkhawaldeh

Helen E. Baker

Thomas L. Allen

Kevin Bakker

Xaviera Alexa Allison

Mariam Joanne Baklashev

Xaviona Alexis Allison

Eva Amalia Baldinger

David F. Anderson

Sophianna R. Banholzer

Donnavan T. Anderson

Carlos A. Banks

Kayla Elizabeth Anderson

Taurean E. Barber

Kristen Irenia Anderson

Hashika Barral

Nicole Anderson

Rebecca F. Barron

Sarah Michael Anderson

Marie Sophie Bay  
(Certificate)

Kara A. Angelini

Kioto Aoki

Elizabeth Cooper Beard

Melin Isabel Arias

Dijiona Chanel Beardsley

Alexander Ivan Arsovski

Kenya Denise Beech

Thomas Peter Atwood



Kevona Belcher  
Robert Kadeem Bell  
Emma Benchell  
Mariah Aliza Kaye Bender  
Griffin Berg  
Christopher J. Bergen  
Elizabeth Joan Berman  
Jackson Elliot Bernard  
Maya A. Bernard  
Robert Spencer Bernard  
Nicholas M. Bernstein  
Noelle Berry  
Rashad Berry  
Alexander Edward Berton  
Michael Beyer  
Holly Bezinovich  
Franklin Herbert Binder  
Hanaan Bing-Canar  
Emilie Jane Bingham  
Maya R. Bird-Murphy  
Scott B. Birkentall  
(Certificate)  
Eric Bitoy  
Mary E. Bixler  
Maryiah Lynn Blake  
Louise Blaue  
Tatyana S. Bonds  
Joseph Bono  
Brittany B. Borg  
Alexander Botts

Francis D. Bourke  
Rachel Brade  
Owen Brady  
Cory James Bramhall  
Imani J. Branch  
Daniel Brennan  
Patrick Brennan  
Jillian Briner  
Devante M. Brown  
Drevon A. Brown  
Jaleel Q. Brown  
Jerry M. Brown  
Mallory S. Brown  
Keisha R. Browning  
Eric Bruynseels  
Paul James Bry  
Eric M. Bryant  
Kiara Shanice Bryant  
Elisse A. Buhmann  
Austin P. Burch  
Jake Cooper Burchett  
Laurel B. Burkett  
Alexandria Olivia Burnley  
Ryan Burnley  
Christopher A. Butler  
Vanessa Monique Caffey  
Taylor J. Caines-Merkes  
Antonio J. Calderon-Ross  
William J. Canavan  
(Certificate)



Beth Ann Cantafio

Benjamin Carbery

Anna Carlson

Joanna Caro

Charles Davis Carpenter

Alex Leandro Carraminana

Jade Ciara Carter

Carlos G. Casanova

John Casey V

Mary Katherine Cassidy

Anthony Alexander Castaneda

Wendi A. Castrejon

Ian Cavoto

Paul Westly Cedeno

Nicholas Cervantes

Sabri Cetinkunt

Isaac W. Chadri

Aster Chalmers

Kelley A. Chancellor

Ariella B. Chavarria

Benjamin Chertok

Nicolas Chiakulas

Daniel Chimis

Jessica M. Christiano

Taylor J. Christmas

Emily Clark

Shurea C. Clark

Tajada S. Clark

Samuel H. Clark-McHale

Nicholas G. Coamey

Daniel T. Coffman

Marcus Gerard Coleman (accent over the "e" in Gerard)

Alexis S. Collins

Brian Collins

Shaquille Patrick Collins

Michael P. Colucci

Shanica Compere

Michael D. Considine

Jessica Rose Conti

Diego Luis Contreras

Alison C. Coogan

Carson Cornelius

Philip Corsei

Shelby K. Cozette

D'Shawn L. Craig

Nathan R. Crain

Carrie L. Crawford

Camille Marie Crittle

Camiya Rose Crittle

Bronte A. Cryns

Lily Josephine Culver

Alana Rose Cunningham

Marie Cunningham

Virginia Jeane Curtis

Eric R. Cybulski

Emily B. Dahl

Caroline B. Daley

Brandon Richard Daniels



Knikia P. Dantzler

James Davidson

Ese I. Davis

Jasmine Simone Davis

Tracy Davis

Teylur Day

Michelangelo De Battisti  
(Certificate)

Andrew De Jong

Philip P. De Tombe

Christopher Diaz

Matthew H. Dickie

Tamarind M. Dickson

Joshua E. Dixon

Tahji Rashad Dixon

Denis N. Dmitruk

Bridget S. Doherty

Jennie A. Doherty

Thomas W. Doherty

Erika Nicole Donat

Brittany N. Donates

Joseph W. Donlan

Brendan James Donley

Sarina Jean Donohue

Reysa Doston

Arianna Douchand

Robert C. Downey

Christopher K. Dowse

Amber Justine Doyle

Ashley D. Drake

Zachary Draus

Max C Drickey

Paige Symone DuBose

Monica Duffy

Patrick William Dunn

Rachel R. Durbin

Rachel R. Durbin-Nowicki

Eric Duwe

Emma Dwyer

Danielle Eaker

Tevin Easton

Ian A. Eastwood

Jessica Ebersole

Kiarah Shauntelle Ector

Haley Young Edwards

Kyamani Edwards

Martin John Eggersdorf

Kristopher J. Ellis

David John Endless

Patrick M. Engelhardt

Mary Kathryn English

Alicia A. Esparza

Denise Cassandra Estevez

Robert Samuel Euler

Alyssia M. Evans

Dionte Raphael Evans

Ian Robert Everson

Larry L. Fairchild

Caitlin Emma Fallahay



Jason Farkaschek

Jack R. Farrell

Casey Farrow

Marita Anna Farruggia

Augustus M. Federici

John Fencik

Gabriella Lenae Fermoso

Mauricio Fernandez

Josiah R. Fiala

Danecia Talon Fife

Shaquille Alonzo Finley

Marin D. Fitzsimmons

Erin A. Flanagan

Kelly Daniel Foran

Maren C. Ford

Naomi Asi Forson  
(Certificate)

Matthew E. Foster

Sam L. Fourman

Dorothe Min Rose Franklin

Jarrett Allen Frazier

Michael J. Fredrick

Jonah C. J. Freed

Emily Freedman

Samuel Frigo

Lauren E. Gaborek

Ashley Gaddis

Gabriela Galaz-Englebert

Lucy Gallo

Aaron A. Gammage

Maximiliano Garcia

Xavyer Demetrius Gardiner

Meghan Gardner

Jocelyn Mishayla Garrett

Hannah M. Garrigan

Camille Clarke Gauthier

Gabriela Gawne

Nicolette Vera Gerace

Alison Gerber

Allison Gerns

Robert L. Gholston

Kaila H. Gilbert

Lucy L. Gill

Noah W. E. Gilmore

Jacob S. Ginn

Armani McClayne Glass-Roy

Amanda Gleason

Lukas Goergen

Samantha Gogo

Charlotte Zens Goldman

Jonathan Gonzales

Mariah Rose Goodie-Santiago

Matthew GoodSmith

Rebecca Hannah Gordon

Adriana P. Gorre

Will Gottlieb

Bria A. Graham

Emma Rigney Graham

Kurt Arthur Grahne



Hanna M. Grannis  
Sarah N. Green  
Madison M. Grimes  
Ian S. Grossman  
Winnie Gabriela Grullon Melendez  
Edward T. Guen-Murray  
Jamie E. Guerrero  
Connor L. Guerrieri  
Levina Michelle Gulla  
Emily J. Gullo  
Victoria Gullo  
Colin I. Haber  
Alexandra C. Hammond  
Haley N. Hammond  
Christopher Hampton  
James Balanoff Hanley  
Keenan Hannigan  
Liam Joseph Haran  
Camille Rose Hardin  
William B. Hardwicke  
Krystyna Michelle Hare  
Darcy Hargadon  
Conor Harmon  
Tegan Harrington  
Alexia Monique Harris  
Martell Demetri Harris  
Sheree Harris  
Kelly Hart  
Peter Hayes

Michael R. Hazinski  
Madeline Hearn  
Alex August Hedlund  
Benjamin Francis Hemenway  
Nicholas Samuel Hemenway  
Emily Hendrix  
Dexter Henley  
Jacqueline Henry  
Valerie Shanice Henry  
William Adrian Hernandez Secter  
Nichelle Imari Hibbler  
Isabel Hickerson  
Kelly Maureen Hickey  
Buster J. Hicks (Certificate)  
Janson Hicks  
Joseph D. Hines (Certificate)  
Kathryn Hiolski  
Christiana K. Ho  
Daniel Ho  
Caitlin Hodes  
Peter A. Hogenson  
Khairi Malik Holloway  
Kivia D. Holmes  
Taja-Nia Horne  
Jasmine Nicole Hosley  
Rachel E. Houle  
Alice Houlihan  
Joseph Houlihan  
Natalie M. House



Conor S. Howard		Devin R. Jones
Whitney A. Huggins		Jamica Jones
Anna E. Hullinger		Kiah B. Jones
Emily Rose Humphrey		Lindsey E. Jones
Katelyn T. Hunt		Nathaniel Christian Jones
Georgia A. Hunter		Wesley C. Jones
Raven Z. Hurley		Alex Jordan Jones-Allen
Shondrea Hurt		Lucas M. Kahn
Alexander Hurtado		Lingyu David Kangmeng
Olivia Annarose Hutsler		Margaret B. Karlin
Patrick M. Ingersoll		James P. Kasang
Christopher L. F. Ingvaldsen	(Certificate)	Lincoln J. Kavinsky
Trevor Austin Ivy		Shiquauna S. Kelley
Taylor Jabin		Malcolm A. Kelly
Brittany Alexandra Jackson		Jack T. Kelty
Cymone Nicole Jackson		William R. Kemper
Laquantis Demarquis Jackson		Hannah S. Kessy
Lavaris D. Jackson		Zenat Khan
Lena C. Jackson		David Z. Kibblesmith
Symone Jasmine Jackson		Oliver R. Killam
Nora Jasinski		Diamond A. King
Alec Jeffries		Suzanne Marie Kirk
Jalyca Jenkins	(accent over the "C"	Gabrielle Anne Klapman
in Jalyca)		Julie A. Klock
Jack S. Jepson		Gabrielle V. Klugman
Bryan A. Johnson		Helen S. Knight
Laurel E. Johnson		Megan M. Knowlton
Melissa A. Johnson		Aaron Alexander Knutson
Tess Marguerite Johnson		Felicia Danielle Koch
Elizabeth R. Johnston		



Hallie J. Kolsen  
Jeremy K. Kostecka  
Kenneth I. Koubek  
Molly D. Kovats  
Jacob C. Kowalski  
Jessica Celine Kreis  
Colin O. Krueger  
Harry Fisher Kucharik  
John Austin Kulla  
Donald C. Kuntz  
Ryan F. Kurtzer  
Danny Lamb  
Thomas G. Lamm  
Nathan Aaron Landay  
Joshua Dupri Vare Lang  
Natalia A. Lang  
Abigail T. Lantz  
Amber Lee Lara  
Charles W. Larson  
Addison S. Lauerman  
Glenn Michael Lawrence, Jr.  
Micah Layman  
Armando W. Lee  
Shakeille M. Lee  
Gregory Leflore  
Madeline K. Lena  
Brandi S. Leonard-Williams  
Ellen N. Lesser  
Thomas Lewis

Cai Everett Lindeman  
Daniel E. Littman  
D. J. London  
Raven S. Longstreet  
Cameran Campbell Lotz  
Jarel Kareem Lowe  
Jessica Gail Luttrell  
Sean Patrick Lyons  
Sarah A. Macey  
Grant T. Macmillan  
Anna Madden  
Ryan J. Makely  
Sean M. Mallers  
Kathryn Malone  
Darius Leviel Mann  
Darien T. Marion-Burton  
Katherine A. Martenka  
Melissa Marti  
Derrick Dewayne Martin  
Hannah E. Martin  
Jessica Karen Martinez  
Kevin J. Masella  
Raeah Lindsey May-Brown  
Walinase J. Mbekeani  
Emma Katherine McCall  
Sara E. McCall  
Corey Robert McCarey  
Lucas Conner McCarthy  
J. Pierce McClanahan



Kierra Sharrell McClure

Katherine A. McCole

David McConnell

Paige McCulloch-Burton

Ultra Arlene McCurry

Germain K. A. McDaniel

Edward R. H. McDavid

Megan Elizabeth McDevitt

Jeremy McDonnell

Lara K. McDonough

Joshua J. McGuire

Donovan Xavier McHenry

Collin P. McIntyre

Corinne T. McKenna

Zury X. McNeal

Lucy K. McNichols

John W. McNish

Melissa M. Mendiola-Perez

Thalo Menninga

Alexandra R. Meshenberg

Alejandro Martin Meurer-Saavedra

Elena M. Michaels

Benjamin J. Mildenhall

Brian Keith Miller

Isabel C. Miller

Veronica A. Minor

Ernest L. Moffett

Gregory M. Molina

James W. Monks

Kiara A. Montgomery

Jack J. Montroy

Alexander S. Moon

Eric J. Moore

Jasmine Nicole Moore

Merrick Grayson Moore-Fields

Amber S. Moore-Gaskill

Caitlin Moran

Colleen Moran

Kevin Morgan

Daniel Robert Morrell

Andrew R. Morris

Lucille J. Msall

Bradley A. Mueller

Shaakira Naajia Muhammad

Berenice Munoz

Anna M. Munz

Kristopher C. S. Murray

Nezar Nafiseh

Megha Narad

Olivia Louise Nash

Jeffrey Navy

Destiny Faith Negrete

Joshua Nelson

Kevin Nelson (Certificate)

Riley Newman

Isabelle P. Neylan

Grace Elizabeth Nieslawski

Kylee Blake Nilsson



Brandon Davitt Noland

Andrew Noone

Caleb Nordgren

Shaniqua D. Norris

Liam T. Northey

Deandre J. Noy

Chinedu D. Nwoko

Udochi Nwoko

Margaret O'Brien

Luke O'Connell

Charlie O'Connor

Maeve Lacey O'Connor

Corey O'Donnell

Conor O'Leary

Kelly O'Meara

Patrick O'Rourke

Brieanna Ochoa

Cherelle G. Oden

Teagan Olis

Dominique Oliver

Mackinnon Olson

Derrica D. Orr

Stephanie Osborne

Spencer Davis Ostergaard

Bradley Oxnevad

Giuliana Paoli

Ashley Nicole Parish

Matthew Park

Rebecca Pearce

Heath Penney

Nicholas A. Perera

Brianna S. Perez

Camille Christina Perkins

Cyndi Leoma Perkins

McLean Peterson

Michael J. Peterson

Charlotte Petertil

Anthony Phelps

Matthew Piano

Dylan Piazza

Frank Picchiotti

Olivia M. Pickren

Sean Pine

James Pitts

(Certificate)

Terrence Plaxico

(Certificate)

Kendall M. Polk

William James Polley

Sarah C. B. Pooley

Nichol V. Potter

Rebecca Primak

Zadaki Puckett

Veronica Camilla Quam

Maggie Quinn

Maureen G. Quinn

Amanda Rabinowitz

(Certificate)

Javan Ragin

Christopher Ragsdell

Mira Raino-Ogden



Jamie Raisor

Michael M. Raleigh

Margaret Ramette

Stephen J. Ramsey

Zoe Rae Rand

Molly Raskin

Jill Record

Andranay Redditt

Alexander Zach Reder

Corey T. Reed

Bridget M. Reinhard

Jasmine Marie Renzulli

Gideon Alexander Resnick

Sherry A. Reuter

Chloe I. Rey-Talley

Nancy Reyes

Karisa Simone Lopez Reyna (accent on the "o" in Lopez) (Certificate)

William B. Reynolds-Ejzak

Andrea P. Riles

Katherine Anna Ritter

Alejandro L. Rivera

Taylor Roberts

Christian Richard Robinson

Mia-Joy Rocha

Audrey Roen

Nyasha S. Rogers

Erin M. Rohlfig

David Romano

Olivia Romano

Robert Cody Rorie

Elizabeth Ann Rosenbaum

Jared J. Ross

Terrance Mitchell Joseph Ross

Lauren Russ

Ann Shields Ryan

Grace Ryan

John R. Rydman

Sarah Sadowski

Rebecca Samuels

Chiara Santiago

Gaia Soledad Santiago

Alyssa Marie Santoyo

Mariah Krystal Sappington

Owen Michael Saunders

Delano Manuel Scaife II

Thomas E. Schaefer

Jesse Schapiro

Molly Schneidwind

Michael Schultz

Alexander W. Schulze

Margaret Dru Schurr

Nicholas G. Scotese

Camille M. Scott

Keith H. Searing

Naomi Segal

Beron Leonardo Selkregg

Abigail Seremek

Andre Serrette



Caylee Shadrake

Rachel Lynn Shannon

Hannah Shapiro

Stephen Anthony Shedrick

Izsak Sheft

Brianna Bertina Shells

Jamie L. Sherr

Ashley Desiree Shikiya

Isaac Shorser

Alexander M. Shuppara

Logan Silber

Emma C. Silverman

Rachel Jaye Silverman

Carlton Bryce Simmons

JaNee Simmons (accent on the second "e" in  
JaNee ( ' ))

Matthew Simmons

Correy Singletary

Emilia Catherine Slepicka

Courtney Sloan

Lauren Sloniger

Breanna Reaby Joy Smith

Christopher Dante Smith  
(Certificate)

Kaylisha Patrice Smith

Marquis Carnell Smith

Samuel Smith

Dorian Smith-Ward

Rachel Smylie

Matthew Sorber

Georgina Francine Sorrentino

Angel Cristian Soto

Stephen Spencer

Audrey Springer

Andrew Stackhouse, Jr.

Anthony Stapleton

Jack Thomas Stapleton

Brandon Steele

Graham R. Steele

Kimberly Stefanik

Abigail Stegner-Freitag

Alexander Philip Stevic  
(Certificate)

Bradford Allan Stewart

Christopher C. Stillson

Channon Capri Stokes

Hanna Elizabeth Stolarski

Stephanie J. Strahler

Sarah E. Stumbras

Cailynn C'Mone Sturkey

Timothy J. Sutton II

Emily O. Szaflarski

Anne Tan

Chad A. Tarpley

Lillian Taylor

Andrew Temen

Naomi Terashita  
(Certificate)

Ellen Tharp



Daniel Joseph Thomas  
(Certificate)

Eric V. Thomas

Taylor Thomas

Laney Thompson

Phoenix Thompson

Deamond Deshan Tolbert

Brian Toledo

Robert J. Tomaino

Daniela Torres

Madelyn Tortorice

Davina Towner

Hai Q. Tran

Bridget G. Trankina

Anthony D. Travis

Patrick Macallan Treacy

Russell J. Trenary

Matthew Udelson  
(Certificate)

Jeffrey Williamson Uehlinger

Cameron Uslander

David Joseph Valenti

Helen Van Der Griend

Mina S. Vanmany

Amber Lori Vaughn

Rolf Verhagen Metman

John Thomas Verticchio

Miguel Esteban Vilches

Ryan Vince

Ariel Rose Vincent

Peter Vishneski

Katrina Vogel

Patricia A. Vogel

Abigail Patricia Vogt

Annalise Walksler

Mark A. Wallace

Jereka L. Walls

Christopher Walter

Leah Walters

Dorian L. Walters

Zuri Aqeela Washington

Emma Waterman

Marchellis Ann Watkins

Chrino N. Watson

Brandon R. Watt

Maggie Weinstein

Daniel Affelder Weissglass

Alana Weitzenfeld

Richard Wenzel

Amman West

Jordan West

Jonas Robert White

Michael White

Jessica L. Whitelaw

Jenaro Montel Whitlow

Brendan M. Whittaker

Sydney Christine Wilcox

Emmet Wilder

Jaquay Wilkerson



Paul Andrew William Wilkie

Courtney Frances Wilkins

Benjamin Wilks

Damon Marcus Williams

Djana L. Williams

Katelynn Thompson Williams

Montel Deimond Williams

Te'Juanna Lareese Williams

Jacob Wilson

Syruss Wilson

Kellie M. Winans

Clayton Witt

Van Wittekind

Sawvanche Wonsey

Warren Armstrong Worthington

Erin Wynn

Nadia M. Yala

Claire M. Yeske

Maranna Yoder

Eunhwan Yoo

Thomas Zaino

Rian A. Zuccarino-Crowe

Roman Zwarycz



DATE: June 23 2011  
TO: Superintendent  
FROM: Principal  
SUBJECT: Modifications to 2011-2012 Student Planner

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ACTION

**Background**

Each year we provide the Board of Education with modifications to our student handbook.

**Findings**

Attached, please find the current modifications for the 2011-12 student planner.

**Recommendation**

Move to approve modifications for the 2011-12 school year.

Agenda Item No. VII. D.

Roll call vote.



Oak Park and River Forest High School  
201 N. Scoville Avenue  
Oak Park, IL 60302  
(708) 383-0700  
[www.oprfhs.org](http://www.oprfhs.org)

## DIRECTORY

### Board of Education

President	Dr. Dietra D. Millard
Vice President	<del>Mr. John G. Allen, IV</del> Terry Finnegan
Secretary	<del>Mr. Terry Finnegan</del> Ms. Amy Leafe McCormack
Member	<del>Mr. Jacques A. Conway</del>
Member.	Dr. Ralph H. Lee
Member	<del>Ms. Amy Leafe McCormack</del> Sharon Patchak-Layman
Member	<del>Ms. Sharon Patchak-Layman</del> Mr. John Phelan

### District Leadership Team

Superintendent	434-3211
Mr. Steven Isoye	
Principal	434-3205
Mr. Nathaniel L. Rouse	
Assistant Superintendent for Curriculum and Instruction	434-3372
Mr. Philip M. Prale	
Chief Information Officer	434-3220
Mr. Mike Carioscio	
Chief Financial Officer	434-3264
Ms. Cheryl Witham	
Director of Assessment & Research	434-3373
Ms. Amy Hill	
<del>Director of</del> Assistant Superintendent for Human Resources	434-3215
Ms. Lauren Smith	
Communications and Community Relations Coordinator	434-3099
Ms. Katherine Foran	

### Building Leadership Team

Assistant Principal for Student Services	434-3308
Mr. Jeremiah Wiencek	
Assistant Principal for <del>Student Health &amp; Safety</del> Instructional Administration	434-3208
<del>Ms. Janel Bishop</del> Chafa Holland	
Assistant Principal for Student Activities	434-3174
Ms. Cindy Milojevic	
Athletic Director	434-3000
Mr. John Stelzer	



## Instructional Council

English Division Head	434-3378
Mr. Daniel Cohen	
Fine and Applied Arts Division Head	434-3297
Ms. Sarah Roodhouse	
History Division Head	434-3379
Mr. Richard Mertz	
Mathematics Division Head	434-3225
Ms. Julie Frey	
Physical Education and Driver Education Division Head	434-3250
Mr. Dale Craft	
Science Division Head	434-3298
Mr. William Grosser	
Special Education Division Head	434-3106
Dr. Tina Halliman (Director of Special Education)	
World Languages Division Head	434-3584
Ms. Claudia Sahagun	

## Deans

<del>Mr. Jason Dennis</del> <u>Ms. Janel Bishop</u>	<del>434-3726</del> <u>37208</u>
Mr. James Goodfellow	434-3724
Ms. Tia Marr	434-3725
Ms. Alisa Walton	434-3727

## Counselors

Ms. Brandi Ambrose	434-3711
Ms. Julie Fuentes	434-3709
Mr. Esteban Medina	434-3718
Ms. Jacqueline Hanson	434-3705
Mr. Joseph Herbst	434-3707
Ms. Kris Johnson	434-3714
Ms. Heidi Lynch	434-3715
Ms. Catherine Marshall	434-3708
Ms. Meghan Cahill	434-3716
Mr. Peter Nixen	434-3712
Ms. Carolyn Ojikutu	434-3713
Ms. Sarah VenHorst	434-3710



## **Pupil Support Services**

### **Pupil Support Services (PSS)**

Every student is automatically assigned to a Pupil Support Services (PSS) Team. The PSS Team enhances the school's ability to work with students on behaviors that undermine their academic success. The PSS Team provides a formal, consistent opportunity for key staff members to share vital information that supports student success. The teams consist of three counselors, a dean, a student resource manager and the substance abuse counselor. All teams are located in rooms 207, 208 and 308. In addition, social workers for special education students, the substance abuse counselor and youth interventionists from community agencies are all located in Room 272.

**Counselors:** Upon entering the high school, each student is assigned a Counselor who works with the student until graduation. While at OPRFHS, students and their families will have the opportunity to develop a close relationship with their Counselor. This continuous relationship is an essential element of our guidance and counseling program.

The Counselor functions as the student's personal, academic and college counselor. In addition to counseling and advising students, the Counselors have responsibilities in the areas of testing, the college application process, four-year planning, career exploration, post-secondary planning, scholarships and financial aid, and scheduling.

Students may schedule appointments with their Counselor during their study halls, before or after school, or during their lunch periods.

**Deans:** Upon entering the high school, each student is assigned a Dean. The Dean assumes the responsibility of ensuring that the learning environment is safe for all students. The Dean will work with the student's family, counselor, teachers and support personnel in an effort to assist students with behavioral issues, student conflicts, and any other issues that may interfere with the student's safety and success here at OPRF. The Dean will hold each student accountable for daily attendance and for any violation of the Code of Conduct and will assign appropriate consequences.

**Student Resource Managers:** Students may receive individual or small group counseling for social/emotional problems which interfere with their education. Services include assessment and linkage to community agencies when appropriate, crisis intervention, drug/alcohol assessment, and small group problem solving. These licensed professionals are provided by Oak Park and River Forest High School, Thrive Counseling Center, Oak Park Township Youth Services, and the Oak Park Health Department. Students may be referred by teachers, counselors, deans, staff members, parents, classmates, or they may initiate their own referrals.

### **Additional Student Services**



### S.O.L.O. (School Of Limitless Opportunities)

In an effort to meet the needs of students who benefit from a non-traditional educational setting, the district provides a comprehensive educational program that meets daily in an adjusted time schedule.

#### Peer Mediation

The peer mediation program was established to assist students in resolving their conflicts by utilizing positive mediation techniques during an interactive, mediation session. Any staff member may refer students for peer mediation or students can request mediation by contacting their dean, resource manager or counselor.

#### The Academic Support Program – Room 393 (Study Table)

All students participating in activities or athletics that violate the C Pass to Play Policy (Rule) must attend the Academic Support Program for three (3) 50 minute sessions during that week or receive assistance from an OPRFHS teacher (approved tutor) for 150 minutes during that week. Failure to put in the required time (hours) will result in the student becoming ineligible for co-curricular activities the following week. The Academic Support Program meets from 7:00 a.m. – 8:00 a.m. (Monday - Friday) and ~~3:10 p.m. – 4:00 p.m.~~ 3:05 p.m. – 3:40 p.m. (Monday-Thursday).

#### The Computer Labs

Students who need access to a computer should use the Huskie Hub located in the 3rd floor Library. The Huskie Hub is open (Monday -Thursday) from 7:15 a.m. - 3:45 p.m. and on Friday from 7:15 a.m. - 3:30 p.m.

#### F.R.E.E./M.U.R.E.E (Females Reaching for Educational Excellence) (Males Uniting to Reach Educational Excellence)

These groups were created to provide support to female and male students. Establishing a safe and calm environment where students can co-exist in harmony under one roof is the driving force behind these programs. The F.R.E.E. and M.U.R.E.E programs promote good decision-making and problem-solving skills. ~~Contact the Asst. Principal for Student Health and Safety for more information.~~<sup>[A1]</sup>

#### School Information

#### Identification (ID) Procedure and Library Card

Each student attending Oak Park and River Forest High School will be given an identification (ID) card. Students are required to WEAR their current ID card around the neck on the lanyard provided. and ~~it~~<sup>[A2]</sup> must be visible (not tucked down a shirt or in a pocket) at all times. This allows each student to be easily identified and improves building safety. Lunch periods will also be shown on all IDs. This ID card also serves as your OPRFHS library card. Students not wearing their ID will not be allowed to enter the building, classrooms or other locations in the building (cafeteria, library, labs, tutoring center, college center, etc.) If students are noticed not wearing their ID



they will be sent to a member of the Safety and Support Team (SST, security guard) or to the Attendance Office (Room 104) to ~~purchase a temporary ID for .25 cents~~ be issued a temporary ID or to purchase a replacement ID for \$5.00. Additional lanyards can be also be purchased for \$1. The SST member will distribute print-out the temporary IDs and a pass from the PlascoTrac device they will be carrying. The temporary ID is adhesive and must be affixed to the students' shirt and visible at all times. ~~Students~~ They must be wearing their ~~show the temporary~~ or the replacement ID in order to be allowed in to their desired location. Temporary IDs expire at the end of the day they are issued. Replacement IDs may be purchased in the Attendance Office before school, during lunches, and after school. Students are required to present their ~~an~~ ID card for any of the following reasons:

- Upon the request of any OPRFHS faculty or staff member. Students are always expected to identify themselves. Failure to do so is a violation of the Code of Conduct.
- Checking out books from the library.
- Admission to all dances, athletic events, and all school related events.
- Upon being approached by a Police Officer when outside of the building during the school day.

Students will only be allowed to get ~~receive four~~ temporary IDs for ~~.25 cents each per semester.~~ Upon receipt of each of the four, the student will and be given a PlascoTrac pass with a warning each time. These are given by the Attendance Office staff or the SST members in the hallways with the PlascoTrac devices. ~~They will be able to print the temporary ID and the warning right away from the PlascoTrac device.~~ When a student is ~~without~~ needs an ID for the 5<sup>th</sup> time, they will be escorted to the Attendance Office by a member of SST and required to purchase a replacement ID right away for \$5. If a student does not ~~they don't~~ have the fee, it will be placed on the student's financial obligation record. Below are the consequences students would receive for violating the ID procedures:

~~1 - 4 times with no ID = printed warning~~  
~~5 - 8 = 1 hour detention~~  
~~9 - 12 = 2 hour detention~~  
~~13 - 16 = 3 hour detention~~  
~~17 - 20 = Saturday detention~~  
~~21 = ISS~~  
~~22+ = Dean Referral. Consequences may include but are not limited to: restricted lunch for 9 weeks, parent conference, ISS, PSS referral.~~

<u>1-4</u>	<u>= printed warning</u>	<u>17-19</u>	<u>= 1-hour detention</u>
<u>5-11</u>	<u>= 1-hour detention</u>	<u>20</u>	<u>= 1 Day In-School Suspension</u>
<u>12</u>	<u>= Saturday detention</u>	<u>21+</u>	<u>= Dean referral. Consequences may include</u>
<u>13-15</u>	<u>= 1-hour detention</u>		<u>but are not limited to: restricted lunch,</u>
<u>16</u>	<u>= 1/2 day In-School Suspension</u>		<u>social probation, parent conference, ISS, PSS.</u>



## LOCKS AND LOCKERS

### Locker Assignments and Lock Purchases

All students who enter the school for the first time receive a lock and locker assignment. Students will keep the same lock and locker from the time they enter the high school until graduation. Each fall, students must verify their lock and locker assignment at the school bookstore before they are given their first semester schedule. In addition, students are assigned a gym locker in their Physical Education class. Academic and P.E. locks can be purchased in the Bookstore. Students must bring their P.E. lock to their first Physical Education class in order to receive a gym locker assignment.

### Lock and Locker Guidelines

Locks and lockers are provided for the safety and convenience of students. It is important to keep your locker locked at all times and follow the guidelines listed below:

- Push lock down until it clicks; then spin the dial.
- Keep the lock combination private and use only the assigned locker.
- Do not share lockers with other students.
- To prevent someone from switching your lock with theirs, do not leave your lock unattended at any time<sup>[A4]</sup>.
- Report any trouble with your lock or locker to the Safety and Support Office in Room 264.
- Do not deface lockers.
- Clean out and remove lock and locker contents at the end of the school year. If this is not done, the lock and contents will be removed by the school and may be discarded.
- Hall lockers must have school-issued locks.
- Do not use hall lockers during summer school.



**Note:** All student lockers are the property of Oak Park and River Forest High School and are accessible to school authorities at any time. If there is suspicion that a locker contains unauthorized material, designated school personnel have the right to search it. In cases where dangerous or illegal materials are present, the police will be called and parents/guardians will be notified.

## Book Store - Room 140

### General Information

#### BOOKSTORE DRAFT

#### General Information

- Hours: 7:30 a.m. -3:45 p.m. Hours will vary during the opening days of each semester and the summer.
- Payments: Additional books and supplies beyond what is provided under the Instructional Material Fee will be available for purchase in the bookstore. Payment may be made in cash, by credit card (Visa, Master Card, or Discover) or by personal check. There is a \$10 minimum purchase in order to use a bankcard. Personal checks must be commercially imprinted with a name and check number. Please write the phone number of the signer and the student ID number on the check. The Bookstore does not accept any business checks (including DBA).

#### Books/Supplies

The Instructional Materials Fee (IMF) of \$320 per student enrolled at OPRFHS covers all instructional materials for all courses during both semesters of the school year. This mandatory fee should be paid online along with the District Fee. This fee includes the first set of:

- District-loaned textbooks (checked out to individual students). All textbooks must be returned at the end of the year (or semester, for semester long classes) by publicized deadlines to avoid replacement and late return charges.
- Paperback books and workbooks (students keep)
- Course article packet handouts (students keep)
- Initial art and photo supply kits (students keep)
- Lab kits (students keep)

The items NOT included in the fee are:

- PE uniforms
- Calculators
- Locks
- additional/replacement of lost books, art and photo supplies
- purchase of additional art and photo supplies as needed throughout the year
- personal school supplies (notebooks, pens, pencils, binders, etc.)

**NOTE:** Students may annotate paperback novels; HOWEVER, students will be billed the replacement cost of any textbook they annotate, highlight, or damage in any way. Students are strongly encouraged to use book covers to protect their textbooks to avoid repair charges at the end of the year.



~~The Bookstore is open from 7:30 a.m. - 3:45 p.m. Hours will vary during the opening days of each semester and the summer. Payment for books and supplies may be made by cash, credit card (VISA or Master Card) or personal check. Personal checks must be commercially imprinted and include the phone number of the signer, student ID number and a driver's license number. The Bookstore does not accept business checks (including DBA).~~

#### ~~Book Returns~~

~~Buyback in the Bookstore is limited to the end of each semester when lists are publicized. Needed titles subject to change without notice. There is no buyback in July or August. The Bookstore buys back books that meet the conditions listed below at half the purchase price:~~

~~\_\_\_\_\_ • The book is being used in the upcoming semester.~~

~~\_\_\_\_\_ • The book is not overstocked in the Bookstore.~~

~~\_\_\_\_\_ • The book is in good condition: all pages are intact with no writing or highlighting, no obscenities, no water damage and no drawings.~~

~~\_\_\_\_\_ • Paperback novels have no writing in them except the student's name written neatly on the inside cover.~~

#### ~~Refunds~~

~~There are no cash refunds for books. Credit will be kept on file in the Bookstore in a student's "buy back" account. All outstanding school obligations will be deducted from this credit. Underclass students will automatically receive credit to be applied against their book purchases in August and January. For graduating seniors who have no siblings for the credit to be transferred to, checks will be mailed home in August to the parent or guardian listed in the school records.~~

~~*Note: Underclass students who will not attend Oak Park and River Forest High School in the following year must bring written notification from parents or guardians to the Registrar and the Bookstore when returning books and include the address where the check should be mailed.*~~

#### ~~Illinois Textbook Program~~

~~Oak Park and River Forest High School is eligible to receive funds for textbooks to be loaned at no cost to students taking selected courses. These books are the property of the State of Illinois and will be collected at the end of the course for re-assignment to other students. If these books are lost or damaged, students must pay for replacement copies. A \$5.00 late fee is assessed for each book not returned by the due date.~~

#### ~~Lost and Found~~

~~Students are responsible for their belongings at all times. Care should be taken to lock hall and gym lockers securely. Lock combinations should never be shared. All items that are found should be taken directly to Safety and Support in Room 264. Items will only be stored for a short period of time prior to disposal; books and~~



backpacks are taken to the Bookstore. If the student's name, ID # and the current year are listed, the Bookstore makes every attempt to inform the student that the book/backpack has been found.

## Transportation

- The PACE Suburban Bus Service - Monthly passes are good for unlimited rides on PACE and schedules are available online at [www.pacebus.com](http://www.pacebus.com).
- The CTA provides the reduced rate for students who have purchased the special CTA ID card. Information is available in the Bookstore.
- Bicycles should be parked and locked in the bicycle racks located on the west side of the building. The school is not responsible for lost or stolen bicycles and accessories.

## Library

The OPRFHS Library has been serving students for more than a century. Founded in 1899, it was one of the first centralized school libraries in the nation. Students are encouraged to take advantage of the many library resources available. The library maintains an impressive collection of books, databases, magazines, and local newspapers. The library catalog and databases are available at Library Services on the OPRFHS homepage at [www.oprfhs.org](http://www.oprfhs.org).

The student ID serves as a library card for checking out books. The library is open each school day from 7:15 a.m. until 3:45 p.m. except on Fridays when it closes at 3:30 p.m. Students should arrive before the bell, present their IDs, and stay for the whole period. Computer services for students, including color printing and scanning, are available during library hours in the Huskie Hub located in the 3rd floor library.

Students are encouraged to take responsibility for all materials they check out. While fines are not incurred for overdue books, students must pay for damaged or lost items.

Students will benefit from using the library and its resources during their years at OPRFHS. It is a place to study, meet with classmates to work on group projects, come with their teachers and classes for research, and select books for recreational reading. All are welcome.



## Appropriate Attire

Appropriate attire and grooming are critical to the maintenance of a safe and educationally conducive school atmosphere. Students' dress must not be disruptive to the educational environment or compromise reasonable standards of health, safety, and decency. Individual attire and grooming are the responsibility of the student and the student's parent/guardian. Students are expected to maintain a neat and modest appearance during school and school-sponsored functions, including semi-formal and formal dances.

To insure that the rights of all students are protected, the following will not be permitted:

1. Dress or appearance which is clearly disruptive and disturbing to the maintenance of a positive educational environment.
2. Dress which displays gang symbols or drug paraphernalia, other controlled substances or other references to drugs, alcohol or tobacco.
3. Dress which displays obscenities, violence, racism or sexism, innuendoes, or other expressions either harmful to the normal development of younger and less mature students, or offensive to the reasonable sensibilities of students, faculty or other school personnel.

## Guidelines

The following guidelines have been established to help clarify what is expected:

- Outerwear (coats, gloves, hats and jackets) is to be left in the student's locker during school hours.
- Hats, headbands or any other form of head covering may not be worn inside the building at any time.
- Skirts, shorts and athletic wear of extremely short length are prohibited and must measure to mid-thigh.
- Tube tops, halter-tops, strapless garments and short cut tops are prohibited. Tank tops must have straps for both shoulders.
- Midriffs and backs must be covered at all times.
- Garments with one shoulder are prohibited.
- Gym uniforms can only be worn in designated areas of the school.
- Appropriate shoes should be worn at all times.
- Sunglasses may not be worn in the building.
- Costumes are prohibited.



- Clothing that reveals undergarments (saggy pants, pants worn below the waist) is not permitted.

*Note: Any questions or concerns regarding these guidelines should be directed to the student's Dean. The Dean is the final authority for judging the appropriateness of a student's appearance. Students who are in violation of the Dress Code Guidelines will be sent to the Deans' Offices in Room 207, 208, and 308. They will be instructed to change into more appropriate clothing. Repeat offenses of wearing inappropriate attire is considered "defiance" and will result in additional disciplinary consequences being issued.*

## Cafeteria

### General Information

Two student cafeterias are available for breakfast, lunch and afternoon snacks. Hot and cold breakfasts are available from 7:15 - 7:50 a.m. Lunch is served during periods 4, 5, and 6. Afternoon snacks are available in the North Cafeteria from 3:04 - ~~5~~ 4:00 p.m.

### Modified Campus Lunch Options:

#### Freshman and Sophomore Lunch Program

~~All freshman and sophomore students are required to eat in the North-South Cafeteria during their lunch periods. Waiver of this requirement may be granted during the first two weeks of the school year. The student's parent or guardian must come to the high school to sign a form requesting that his or her freshman son or daughter be permitted to leave the school building during his or her assigned lunch period only. Waiver forms are obtained in the Dean's offices (rooms 207, 208 and 308). Based upon our new policy for modified campus, more detailed information will be provided to students and parents at the beginning of the school year.~~

### Sophomore, Junior, and Senior Lunch

~~Sophomore, junior~~ Junior, and senior students have the option of eating in the student cafeteria or leaving the building for lunch during their assigned lunch period only after signing the parent permission form. ~~After eating lunch, these students can gather in the Student Center.~~ Students who choose to leave the building must exit the building within the five-minute passing period. Gathering for open campus lunch at lockers or in the halls is not permitted. Provided that a parent permission form is on file and the conditions set forth by the Administration are met. ~~s~~ Students who leave the building and wish to re-enter during the lunch period must use the main entrance or the main entrance North Cafeteria entrance (Exit 9). Students are not permitted to loiter in front of the building.



## Restricted Lunch

Students who violate the Code of Conduct may be assigned to Restricted Lunch by a Dean. Students will report to an assigned area during their lunch period for a period of time determined by their Dean. Students assigned to Restricted Lunch do not have Cafeteria privileges and must bring their own lunch.

## Ten Steps to a Healthier Day

- Eat Breakfast;
- Drink water, not pop;
- Avoid sugar, salt and grease;
- Eat fresh, not fake;
- Eat more fruits and vegetables;
- Get plenty of sleep each night;
- Walk or bike to school;
- Join a sport or other physical activity;
- Take yoga or meditate to reduce stress; and
- Participate in outdoor activities.

## Resources for Wellness

For an abundance of resources on eating healthy and being healthy visit: [wellness.oprfhs.org](http://wellness.oprfhs.org)

For information on STDs, birth control or pregnancy, ~~contact the OP Health Department at 708-358-5491 or 708-358-5428 or~~ contact the Oak Park Public Health nurse at 708-358-5484 (room 106).

- National Teen Dating Abuse Hotline: 866-331-9474
- Chicago Rape Crisis Hotline: 888-293-2080

## Homework

Homework assignments are given with careful attention to the meaning and purpose of the homework activity and its contribution to significant learning experiences for each student. In general, an average of 40 minutes of homework per course should be anticipated each day. Specific homework expectations are described in each teacher's course syllabus. Reading assignments, projects, papers, written reports, and study for tests and quizzes should be considered homework. All students are expected to spend the appropriate amount of time on homework.



## Student Records Policy

In accordance with the Illinois School Student Records Act and the Freedom of Information Act, procedures have been established by the Board of Education for the retention and destruction of school records and for notifying parents and students of their rights with respect to these records. All rights and privileges accorded to a parent under this policy will become exclusively those of the student upon his or her 18th birthday, graduation from secondary school, or marriage or entry into military service. Requests for information regarding these procedures should be directed to the Asst. Principal for Student Services.

## Solicitation

Solicitation for activities, goods and services by non-school related individuals or for non-school related organizations is prohibited on school property. (Advertising in school-related publications is permitted.) Solicitation of gifts from the community by students or school personnel to support specific school organizations or activities is also prohibited.

## Emergency Closing of School

If it becomes necessary to close the high school because of inclement weather or other emergencies, metropolitan radio and television stations will be notified. Watch and/or listen for periodic announcements relative to the closing. The school district will be identified as Oak Park and River Forest High School, Cook County, District No. 200. One can also call (708) 383-0700; a recorded message will announce any emergency closing. Information will also be posted on the school's website, [www.oprfhs.org](http://www.oprfhs.org).

## Advertising School Sponsored Events and Activities

All posters, banners and flyers (large and small) must be approved by the office of the Asst. Principal for Student Activities (Room 174). Flyers, banners and posters must include:

- The name of the sponsoring organization;
- The name of the activity or event;
- The date and location of the activity or event.



1. The activity or event being advertised must be approved by sponsors before posters and flyers are submitted to the office of the Asst. Principal for Student Activities.
2. Once approved, bring the flyer, banner or poster to the Student Activity Office, Room 174, for approval (allow at least 24 hours to be approved).
3. Once the flyer, banner or poster has been approved, the individual submitting the flyer or poster can make up to 20 copies.
4. After copies are made, each flyer, banner and poster must be individually stamped by the Student Activity Office.
5. Approved flyers, banners and posters may be posted on bulletin boards located above water fountains and other designated areas. Masking tape is available in the Student Activities Office.
6. Flyers may NOT be posted in the washrooms, on doors, windows, posts, etc. Flyers that are posted incorrectly will be removed and the organization may lose posting privileges. Flyers may not be handed out.
7. It is the responsibility of each organization to take down and recycle its dated flyers, posters and banners.

#### Non School Sponsored Events

Posters, banners and flyers advertising non-school sponsored events, must also be approved in Room 174. If approved, posters, banners or flyers may be posted on the Community Bulletin board, located across from the Bookstore.

#### School Sponsored Events

Participation in any activity outside of the school day is a privilege, not a right. All students must adhere to the guidelines below:

##### Guidelines for all Dances

- All students and guests who plan to attend a dance must arrive during the announced time that the doors will be open. No one will be permitted to enter a dance after the close of admittance unless prior arrangements are made with the dance supervisor. Allow ample time for parking.
- Students must present their school ID and ticket to be admitted to dances.
- Students are expected to follow the dress code at all dances.
- Students and guests may not return to a dance after leaving.
- Students should not become involved in a problem or discussion between a supervisor and another student without being asked by the supervisor.
- Inappropriate and suggestive dancing is not permitted.



### **Semi-Formals and Formal Dances – Homecoming, King of Hearts, and Prom**

- Tickets must be purchased in advance at designated times.
- Tickets must be purchased individually.
- Semi-formal or formal attire is required. Specific requirements on appropriate dress are provided to students when they purchase a dance ticket.

### **Penalties for Inappropriate Behavior at School-Sponsored Activities**

1. Students and guests are expected to obey the Code of Conduct at all School-Sponsored Activities (on and off campus).

• Individuals whose breath, actions or responses indicate that they have consumed alcohol or drugs may be subject to a breathalyzer or non-invasive drug test, detained and a parent or guardian will be contacted.

• Infractions may result in police notification and/or arrest.

2. Students who violate the Code of Conduct at school sponsored co-curricular activities will be:

• Detained and a parent or guardian will be contacted;

• Removed from the activity;

• Assigned a consequence that is consistent with the Code of Conduct;

• Placed on social probation and banned from all school dances for at least one calendar year and other activities if deemed appropriate.

***NOTE: Seniors who violate Class III or Class IV Infractions of the Code of Conduct jeopardize attendance at Prom, participation in the Commencement Ceremony and all senior end-of-the-year activities.***

### **Regulations Governing Non-Student Attendance at School Dances**

Students who do not attend Oak Park and River Forest High School are permitted to attend Homecoming, Prom or King of Hearts dances as invited guests only. All invited guests are subject to the following guidelines:

• Guests may only attend dances for which tickets are sold in advance.

• Guests must be under 21 years of age.

• Guests must be in Grade 9 or above to attend school-sponsored dances.

• Guests must be accompanied by an OPRFHS student.



*Note: Students who want to invite non-students to semi-formal or formal dances must complete guest permission forms (available in the Deans' offices). An OPRFHS Dean's signature AND the signature of a school official from the guest's school (if applicable) isare required before purchase of the ticket. The Dean retains one copy of the form, one copy is turned in to the ticket-seller at the time of the ticket purchase, and the student delivers one copy to the invited guest. Upon arrival at the dance, the invited guest must present the form and a picture identification (driver's license or school ID). The guest must keep the form and ID with him or her at all times.*

Health Services - Room 234

#### **Illness or Injury During School**

Students who are too ill to remain in class or who have been injured are to inform their classroom teacher or other appropriate staff. The student will be issued a pass to go to the Health Services Office. If necessary, the nurse will call the student's parent or guardian to arrange and excuse the early dismissal. Otherwise the absence(s) will be unexcused. In an emergency medical situation, the nurse will obtain the appropriate medical treatment and contact the parent or guardian.

#### **Administration of Medications**

Students may not possess or consume any medications, including over-the-counter medications, without the express written orders of a physician. Designated faculty and staff members will administer all medication to students during school hours and during school-sponsored activities. Parents should make every effort to give prescribed doses of medication at home. Medication will only be administered when it is necessary to maintain the student in school.

#### **Student Accidents and Injuries**

Oak Park and River Forest High School provides accidental medical and dental insurance coverage for injuries incurred during school hours and during any school sponsored event. Students are covered while traveling to and from such events when transportation is provided by the District. Full coverage plans are offered to families through the District's plan administrator. Brochures are available at the Welcome Center, Health Service Center and the Business Office of the high school.

#### **Elevator Use**

Students must obtain a special permit from the school nurse in order to use the elevators. Permits are limited to students with temporary and permanent disabilities. Long term use of the elevator must have a physician's written order.

#### **Defibrillator**

The Board of Education provides automated external defibrillators (AED) in designated areas of the building for use in emergency situations. They are located at the following areas: 1st Floor at Exit 8, Health Services Office, Trainers Office, Student Center, East Pool, West Pool, Fieldhouse Corridor, Stadium, Monogram Room Corridor, Corridor of 3 East Dance Studio, Corridor outside of 3rd Floor Library, and 4th Floor SE Stairway.



## Registrar - Room 260

### General Information

A student whose address and/or telephone number changes or who withdraws from school or transfers to another school must see the Registrar. The Registrar will make necessary record changes and will mail any requested information, provided appropriate releases are signed.

### Withdrawals and Transfers

In accordance with Section 2-3.13 (a) of the Illinois School Code, all public school districts must provide a student transfer form to any student who is moving out of the school district. This form verifies whether that student is in good standing and if his or her medical records are up-to-date and complete. "In good standing" means that the student is not being disciplined by an out-of-school suspension or expulsion, and is currently entitled to attend classes. No public school district is required to admit a new student unless he or she can produce this information from the student's previous public school.

### Residency Requirements

According to the Illinois School Code, every student who attends Oak Park and River Forest High School must reside in Oak Park or River Forest with his or her legal guardian. It is against the law to:

- 1) Enroll or attempt to enroll a student on a tuition-free basis when the person enrolling the student knows that the student is not a resident of Oak Park and River Forest High School, District. 200.
- 2) Knowingly or willfully present to Oak Park and River Forest High School, District 200, any false information regarding the residency of a student for the purpose of enabling the student to attend on a tuition-free basis.

*Note: Evidence of these crimes may be turned over to law enforcement authorities, and violations are punishable by up to 30 days in prison and a \$500 fine. District 200 will charge tuition beginning on the day the student was enrolled illegally in the District through the time the student is dropped.*

### Attendance

Attendance Line: (708) 434-3104 -- (24 Hour Voicemail is Available)

In accordance with the requirements of the School Code of Illinois and in recognition of the responsibilities of parents or guardians, it is the policy of District 200 that students must attend school on a regular basis. Regular class attendance increases the student's probability for academic success and fosters the development of self-discipline and responsibility. Students are expected to attend each class and study hall daily. Parents are obligated to contact the school when their student is absent. If a parent/guardian is leaving their student in the care of another adult for a short period of time, please call the Attendance Office ahead of time to provide the name and contact information of that adult.

### Village Ordinance School Curfew

Under the School Code of Illinois, it is unlawful for any person over the age of five (5) and under the age of eighteen (18) who is enrolled in any public or parochial school to be present in any public place, building, street, or



assembly in the Village of Oak Park, other than school, while school is in session during the regular school term. A police officer may stop and detain a person whom the officer reasonably suspects to be violating this section. Any student violating this section shall, if practical, be taken to school authorities or a parent/guardian and may be issued a notice to appear in the municipal court.

#### Visitors

For the protection of students, staff and school property, visitors are subject to administrator approval. In general, Oak Park and River Forest High School will not permit students to bring visitors to school. During the school day, visitors may only enter the building at the main front doors and must submit their photo ID and secure a pass from the Welcome Center (Room 105).

#### Transfers and Out-of-District Student Tours

OPRFHS provides arranged tours, with advance notice, for transfer students and or out-of-district 8<sup>th</sup> graders and families. Please direct tour requests to the Communications Office at 708-434-3099, kforan@oprfs.org. (OPRFHS provides Huskie Transition Tours and a Q & A parent program in the fall of the 8<sup>th</sup> grade year for incoming freshmen families who are residents of Oak Park or River Forest.

The high school does not provide other student shadowing or visitation opportunities with this exception: the high school will attempt to accommodate individual requests from international student visitors for up to a one day visit with prior arrangement and permission. Requests should be forwarded to the Assistant Principal for Student Activities at 708-434-3174 or cmilolevic@oprfs.org. This exception is made due to the educational value of such exchanges.

#### Full Day Absences

Failure to contact the Attendance Office before 9:00 p.m. the day of the student's absence will result in an unexcused absence and the student will be considered truant.

In order for a full day absence to be considered excused, the student's parent/guardian is required to make a telephone call to the Attendance Office before 9:00 p.m. on each day of the absence. Voice-mail is available to leave messages. Guardians will be asked to supply the following information:

- Student's name;
- ID number;
- Date(s) of absence(s);
- Reason for absence.

#### Partial Day Absences

For the safety of all students, advance notice from or contact with a parent/guardian is required to excuse any absence related to an early dismissal or late arrival. The phone number for the Attendance Office is 708-434-3104.

1. Parents/guardians are to call the Attendance Office in advance when the need for an early dismissal is anticipated. The call must be made by the end of the first period of missed class. When a student is excused to leave school early, he/she must report to the Attendance Office (Room 104) to receive an



authorized early dismissal pass. This early dismissal pass must be presented to Safety and Support when leaving the building.

2. Students who return to class before the end of the day must report to the Attendance Office when re-entering the building. The Attendance Office will supply students with an admit pass to their next class.
3. Students who need to leave school due to illness or injury may be excused only by the OPRFHS Health Service Office/Nurse. The nurse will contact a parent/guardian to authorize the early dismissal. For safety reasons, students authorized by the school nurse to go home on their own are to call the Health Service Office when they arrive.
4. Students who need to leave school due to an emergency (not illness or injury) may be excused only by their Dean, Counselor, or the Attendance Office.
5. Absences for students who leave school without proper authorization as outlined above will be unexcused. Parent/guardian calls after a student leaves school without following the above procedures will not excuse the absence(s) and will be subject to school consequences for unexcused absences.

Students are allowed full make-up privileges for excused absences:

- Illness and/or doctor's appointments
- Death in the immediate family
- Family emergency
- Pre-arranged absence
- Observance of a religious holiday
- School-sponsored field trips
- Nurse appointments for an entire period
- Hospitalization
- Guidance appointments
- Administrative reasons

#### Extended Pre-Arranged Absences

Absences for an extended period such as for medical purposes, college visits, and civic and religious programs must be arranged in advance. Whenever possible, activities should be planned during vacation periods. The student has the responsibility for making prior arrangements with his or her teachers to make-up homework and tests.

1. The student must obtain a pre-arranged Absence Form from the Attendance Office (Room 104).
2. The form must be signed by all of the student's teachers.
3. The form must be taken home, read, and signed by the student's parent.
4. The form must be signed by the student's Counselor.
5. The form must be returned to the Attendance Office prior to the absence.



## Unexcused Absences

Failure to contact the Attendance Office before 9:00 p.m. will result in an unexcused absence and the student will be considered truant. In addition, any absence not covered by the reasons listed for excused absences will be considered unexcused. An absence for more than half the period will be considered unexcused. Single-period absences will only be excused if they are pre-arranged through the Attendance Office. Oak Park and River Forest High School does not recognize or condone "ditch days." Truancy is a Class II infraction as described in the Code of Conduct. The Deans handle all attendance related infractions.

## Parent or Guardian Notification of Unexcused Absences

Unexcused student absences will be reported to the parent or guardian via the automated calling system. Calls will be made to the home phone number unless the parent/guardian requests a secondary number be contacted. It is extremely important that the parent/guardian promptly notify the school when there is a change in phone numbers.

## The "NP or NF" Grade

NP- No credit - withdrawn from class for attendance reasons- passing

NF- No credit - withdrawn from class for attendance reasons- failing.

Four (4) unexcused absences during any semester will result in an "NP" or "NF" grade and the student may be removed from the class unless a recommendation is made by the teacher for the student to continue in class because of extenuating circumstances. "NP" or "NF" grades receive no credit toward completion of graduation requirements.

Twelve (12) total absences, excused or unexcused, may result in the student receiving a NP or NF grade. If a student is dropped from a class due to attendance, the grade will be documented on the student's report card as a (NP) withdrawn for attendance-passing or an "NF" withdrawn for attendance- failing. The cumulative number of total absences will appear on the student's progress reports and grade reports.

## Unexcused Absence Appeals

In cases where additional information may have an effect on unexcused absences, an appeal may be made. The student will remain in class during the appeal process.

1. An appeal form must be obtained from the Attendance Office.
2. This form must be returned to the Attendance Office within three (3) school days after receiving notice that the student will receive an "N" grade.
3. The parent will be notified of the final decision following the attendance appeal hearing.



## Senior Ditch Days

Senior ditch days are not sanctioned at Oak Park and River Forest High School. Students who participate in this type of activity may jeopardize their participation in end of the year activities and will receive an unexcused absence for that day.

## Tardy Procedures

The PlascoTrac Tardy System will be used by Safety and Support Team members (Security Staff) to issue tardy consequences to students. Safety and Support Team members will be standing in designated locations every period. When the tardy bell rings, teachers will close their doors. Tardy students will need to present their ID to the nearest Safety and Support Team member to be scanned using the PlascoTrac device. They will then be given a tardy pass which will have the appropriate consequence in accordance with the procedures listed below. Teachers will not allow tardy students to enter class if they do not show their tardy pass.

1-4 tardies = printed warning

5-8 tardies = 1 hour detention

9-12 tardies = 2 hour detention

13-16 tardies = 3 hour detention

17-20 tardies = Saturday detention

21 tardies = In School Suspension

22+ = Dean referral. Consequences may include, but are not limited to, restricted lunch for 9 weeks, parent conferences, ISS, PSS referral.

1-4 = printed warning

5-11 = 1-hour detention

12 = Saturday detention

13-15 = 1-hour detention

16 = 1/2 day In-School Suspension

17-19 = 1-hour detention

20 = 1 Day In-School Suspension

21+ = Dean referral. Consequences may include but are not limited to: restricted lunch, social probation, parent conference, ISS, PSS.

The above tardy count refers to the overall number of tardies to all classes. A student who has accumulated 12 tardies in an individual class, excused or unexcused, may be dropped or receive no credit for that class.

Students must serve their PlascoTrac detentions by the end of the next school day. Detentions can be served before school, after school, and during all lunch periods. Students should speak to their Dean to make a different arrangement if they cannot serve their detention by the next school day.



District 200 encourages parents/guardians to schedule all necessary student appointments during times outside of the school day. We recognize, however, that this is sometimes difficult to avoid. They would only receive a warning from the PlascoTrac system. Even if students are late due to a legitimate appointment, they are still considered tardy and will have to get their warning slip from the PlascoTrac system. Call-ins to excuse a tardy for a student who has fewer than four (4) tardies will not be accepted by the Attendance Office. Beyond the 4<sup>th</sup> tardy, a student may only avoid a consequence by providing proper documentation to excuse the tardy. The documentation must be brought in by the student to the Attendance Office, Room 104, as soon as they arrive to school in order to excuse the tardy they just received. Acceptable documentation includes notes from doctors, dentists, therapists/counselors, court appearances and obituaries. Hand-written notes from parents/guardians will not be accepted. A copy of the documentation will be kept in a file by the Attendance Office staff.

#### **Board of Education Policy – 6160 Academic Honesty**

Staff, parents and students are responsible for maintaining the academic integrity of the school. The atmosphere in each classroom, gymnasium, laboratory, library or support center should actively foster academic honesty, as should the atmosphere in the home of each student. Staff should be clear in their advocacy of academic honesty by discussing this topic with their students. Faculty will attempt to employ strategies that reduce the opportunity for dishonesty. Parents should continually emphasize academic honesty and integrity to their children.

Any action intended to obtain credit for or recognition for work that is not one's own is considered academic dishonesty. These actions include, but are not limited to, the following:

- Submitting another's work as one's own work.
- Sharing or accepting a copy of a test or scoring device.
- Sharing quiz/test questions with students in the same or other classes.
- Copying from another student's homework or class project.
- Cheating on a quiz/test by copying from another student or using unauthorized sources of information.
- Plagiarizing.
- Fabricating data or sources of information.
- Copying materials in violation of the copyright laws.
- Using technology to commit academic fraud.
- Using technology in violation of the district Acceptable Use Policy.
- Accessing restricted computer files without authorization.

Procedures Related to Academic Honesty Policy:



1. If a student is suspected of violating the academic honesty policy, the faculty member will alert the student and take appropriate action to eliminate the opportunity to cheat. Following the class, the student and faculty member will meet and attempt to resolve the issue. Penalties may include, but are not limited to, the following:

- Requirement to re-do the assignment.
- Grade reduction for the assignment.
- Grade reduction for the quarter.
- Grade reduction for the semester.
- Referral to the Deans for disciplinary action.

2. If a student denies committing academic fraud or if a student and teacher cannot mutually resolve the issue, the teacher will refer the suspected incident to the Division head for further review.

3. The Division head and teacher will review all information related to the incident to confirm the suspicion that the academic fraud has occurred. If confirmation cannot be made, the matter will be dropped.

4. Following confirmation of the incident, the teacher will notify the Dean and parent of the suspected academic fraud and the Division head will notify the Instruction Center regarding the possible violation of the Academic Honesty Policy.

5. An Administrator in the Instruction Center will convene a hearing within 10 school days of receipt of such notification. The hearing panel will take testimony from the student and the teacher (and the Dean, Division Head, and parents when deemed necessary) and will review all written documents. The panel will include an Instruction Center Administrator, a Division head (not from the division in which the alleged infraction occurred) and a Dean (not the student's Dean).

6. The panel will issue a final decision within 10 school days of the hearing. Examples of appropriate penalties are listed above. If the incident occurs at the end of a grading period a student will be given an incomplete (I) grade until the final ruling is rendered.

7. Decisions of the hearing panel can be appealed to the Superintendent for review.

*Note: The Instruction Center will maintain a file of students found guilty of academic fraud in cases where the student's grade has been reduced and/or disciplinary action was taken. A student found to be involved in academic fraud is subject to all delineated penalties under the Code of Conduct. Any student who is found guilty of academic dishonesty is not eligible for membership in the District's honors societies. Current members of the societies found guilty of academic fraud are subject to removal from the academic societies.*

## Board of Education Policy 5160 – Student Acceptable Use of Technology

### Section 1. Purpose of Technology Use

The Oak Park and River Forest High School District 200 provides technology resources to its students solely for educational purposes. Through technology, the District provides access for students and staff to resources from



around the world. Expanding technologies take students and staff beyond the confines of the classroom, and provide tremendous opportunities for enhancing, extending, and rethinking the learning process. The goal in providing these resources is to promote educational excellence in the District by facilitating resource sharing, innovation, and communication with the support and supervision of parents, teachers, and support staff.

## **Section 2. The Opportunities and Risks of Technology Use**

With access to computers and people all over the world comes the potential availability of material that may not be considered to be of educational value in the context of the school setting, or that may be harmful or disruptive. Because information on networks is transitory and diverse, the District cannot completely predict or control what users may or may not locate. The Board of Education believes that the educational value of limited access to the information, interaction, and research capabilities that technology offers outweighs the possibility that users may obtain or encounter material that is not consistent with the educational goals of the District.

In accordance with the Children's Internet Protection Act, the District installs and operates filtering software to limit users' Internet access to materials that are obscene, pornographic, harmful to children, or otherwise inappropriate, or disruptive to the educational process, notwithstanding that such software may in certain cases block access to other materials as well. At the same time, the District cannot guarantee that filtering software will in all instances successfully block access to materials deemed harmful, indecent, offensive, pornographic, or otherwise inappropriate. The use of filtering software, as explained in the Internet Safety Policy 1250, does not negate or otherwise affect the obligations of users to abide by the terms of this policy and to refrain from accessing such inappropriate materials.

No technology is guaranteed to be error-free or totally dependable, nor is it safe when used irresponsibly. Among other matters, the District is not liable or responsible for:

1. Any information that may be lost, damaged, or unavailable due to technical, or other, difficulties;
2. The accuracy or suitability of any information that is retrieved through technology;
3. Breaches of confidentiality;
4. Defamatory material; or
5. The consequences that may come from failure to follow District 200 policy and procedures governing the use of technology.

## **Section 3. Privileges and Responsibilities**

The District's electronic network is part of the curriculum and is not a public forum for general use. Student users may access technology only for educational purposes. The actions of student users accessing networks through the District reflect on the School District; therefore, student users must conduct themselves accordingly by exercising good judgment and complying with this policy and any accompanying administrative regulations and guidelines. Students are responsible for their behavior and communications using the District's computers and networks. Student users of technology shall:

- Use or access District technology only for educational purposes.
- Comply with copyright laws and software licensing agreements.
- Understand that email and network files are not private. Network administrators may review files and communications to maintain system integrity and monitor responsible student use.
- Respect the privacy rights of others.
- Be responsible at all times for the proper use of technology, including proper use of access privileges, complying with all required system security identification codes, and not sharing any codes or passwords.



- Maintain the integrity of technological resources from potentially damaging messages, physical abuse, or viruses.
- Abide by the policies and procedures of networks and systems linked by technology.

Student users of technology shall not:

- Access, download, create, send or display offensive messages or pictures.
- Use harassing, offensive, obscene or defamatory language.
- Harass or attack others.
- Vandalize or damage computer equipment, systems, networks, hardware, software, data or programs.
- Knowingly spread computer viruses.
- Violate copyright laws or software licensing agreements.
- Use others' passwords or accounts.
- Misrepresent themselves or others.
- Trespass in others' folders, work, or files, or gain unauthorized access to resources or entities.
- Reveal their personal address or phone number, or those of other users.
- Use District technology for non-school purposes or personal financial gain or to access or attempt to access restricted websites or other information unrelated to the curriculum and educational purposes of the school.
- Use technology for any illegal purpose or activity.

Students may access the networks and technology resources only after submitting a signed Acceptable Use of Technology Consent Form. Parent or guardian permission is also required for minors.

#### Section 4. Disciplinary Actions

Violations of this policy, or of any administrative regulations and guidelines governing the use of technology, may result in disciplinary action which could include loss of network access, loss of technology use, suspension or expulsion, or other appropriate disciplinary action. Violations of local, state or federal law may subject students to prosecution by appropriate law enforcement authorities.

#### Section 5. No Expectation of Privacy

The District's electronic network is part of the curriculum and is not a public forum for general use. Users should not expect that email or files stored on District servers will be private. The District reserves the right to log technology use, to monitor fileserver space utilization by users, and to examine users' files and materials as needed, and at its discretion. Users must recognize that there is no assurance of confidentiality with respect to access to transmissions and files by persons outside, or from persons inside the District.

#### Section 6. Additional Rules/Actions

The Superintendent or his/her designee may establish regulations and guidelines, and shall take appropriate action to implement this Policy.

#### Board of Education Policy 5310 – Sexual Harassment or Other Harassment of Students

Sexual or other types of prohibited harassment which may include, but is not limited to, race, color, national origin, ethnicity, religion, gender, sexual orientation or disability derogates the dignity and privacy of the recipient student, is disruptive to the learning environment, and violates state and federal law. Therefore, District policy



expressly prohibits all sexual harassment of students and encourages reporting of offenses against this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment occurs when:

- 1) Submitting or refusing to submit to conduct that is used as a factor in any decision that affects the student's education or as a condition of obtaining equal education benefits.
- 2) That conduct which has the purpose or effect of creating an intimidating, hostile or offensive learning environment.

Individuals who believe that they have suffered a violation under this policy are encouraged to file a complaint with any faculty member, the student's Counselor, or Dean. One of the two District Sex Equity Coordinators may be notified of the complaint. The District's Sex Equity Coordinators are:

1. Ms. Lauren Smith (Room 215, 434-3215)
2. Ms. Gwendolyn Walker-Qualls (Room 272, 434-3817)

*Note: False allegations of sexual harassment can be extremely harmful to the alleged offender. Such allegations are not protected under this policy and may subject the complainant to disciplinary action.*

#### Board of Education Policy 5152 – Cellular Telephones

Students are prohibited from using cellular telephones while on school property or engaged in off-campus school activities during the hours of school operation from 7:45 a.m. to 3:15 p.m. Cellular telephones must be turned off and stored out of sight in the student's assigned locker, book bag, or purse during the hours of school operation.

Use of a cellular telephone after school or at a school sponsored event, on or off the campus, in a manner that creates a material or subsequent disruption to the school setting or where a serious safety concern is presented, subjects the offending student(s) to receiving a more serious consequence in accordance with the Student Code of Conduct. Use of a cellular telephone to threaten, intimidate, bully, harass, invade privacy or violate the Academic Honesty Guidelines will result in disciplinary consequences appropriate to the Student Code of Conduct.

Oak Park and River Forest High School is NOT responsible for lost or stolen electronic devices.

#### Board of Education Policy 5114-A – Prohibition Against Bullying, Hazing, Harassment, and Cyberbullying



CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
			CONCORDIA	
154408	06/23/2011	R & D BUS COMPANY, INC.	GIRLS V SOFTBALL 5/19/11	170.00
			MORTON EAST	
154408	06/23/2011	R & D BUS COMPANY, INC.	SCIENCE 5/24/11 LINCOLN PARK	215.00
			ZOO	
154408	06/23/2011	R & D BUS COMPANY, INC.	HISTORY 5/20/11 HULL HOUSE	300.00
154408	06/23/2011	R & D BUS COMPANY, INC.	PE-5/19/11 WATERFALL GLEN	440.00
			FOREST PRESERVE	
154408	06/23/2011	R & D BUS COMPANY, INC.	MARCHING BAND 5/30/11 WILLARD	495.00
			SCHOOL (3 BUSES)	
154408	06/23/2011	R & D BUS COMPANY, INC.	GIRLS J SOFTBALL 5/21/11	415.00
			GLENBARD NORTH	
154408	06/23/2011	R & D BUS COMPANY, INC.	GIRLS V SOCCER 5/24/11 YORK	250.00
154408	06/23/2011	R & D BUS COMPANY, INC.	BOYS V VOLLEYBALL 5/24/11	205.00
			LATIN SCHOOL	
154408	06/23/2011	R & D BUS COMPANY, INC.	BOYS JV LACROSSE 5/19/11	310.00
			CONANT	
154408	06/23/2011	R & D BUS COMPANY, INC.	SCIENCE 5/17/11 BIG RUN WOLF	455.00
			RANCH	
154408	06/23/2011	R & D BUS COMPANY, INC.	SCIENCE 5/18/11 BIG RUN WOLF	520.00
			RANCH	
154408	06/23/2011	R & D BUS COMPANY, INC.	BOYS VOLLEYBALL 6/3/11	340.00
			HOFFMAN ESTATES	
154408	06/23/2011	R & D BUS COMPANY, INC.	SCIENCE 5/9/11 BIG RUN WOLF	520.00
			RANCH	
154408	06/23/2011	R & D BUS COMPANY, INC.	BOYS V VOLLEYBALL 5/25/11	205.00
			LATIN SCHOOL	
154408	06/23/2011	R & D BUS COMPANY, INC.	SPED 5/20/11 AYERS LANDING	890.00
154408	06/23/2011	R & D BUS COMPANY, INC.	GIRLS V SOFTBALL 4/2/11 LAKE	410.00
			PARK	
154408	06/23/2011	R & D BUS COMPANY, INC.	GIRLS V SOFTBALL 3/30/11	405.00
			WHEATON WARRENVILLE SO.	
154408	06/23/2011	R & D BUS COMPANY, INC.	BOYS V WATER POLO 3/30/11	185.00
			RIVERSIDE BROOKFIELD	
154408	06/23/2011	R & D BUS COMPANY, INC.	BOYS V VOLLEYBALL 4/1/11	380.00
			WHEATON WARRENVILLE SOUTH	
154408	06/23/2011	R & D BUS COMPANY, INC.	BOYS V TRACK 5/19/11	260.00
			CONCORDIA	
154408	06/23/2011	R & D BUS COMPANY, INC.	BOYS S BASEBALL 5/19/11	400.00
			DOWNER GROVE SO.	
154408	06/23/2011	R & D BUS COMPANY, INC.	BOYS F BASEBALL 5/19/11	295.00
			DOWNER GROVE SO.	
154409	06/23/2011	RAM TRANSPORT INC.	SPED MAY TRANSPORT	2,000.00
154410	06/23/2011	REGIONAL PUBLISHING CORP	TRAPEZE 6/2/11	1,002.00
154411	06/23/2011	SHIPLEY, MARSHA	REIMB FOR STATE TOURNAMENT	62.45
			EXP (BOYS V-BALL)	
154412	06/23/2011	SKYWARD	Special Education Training on	3,025.00
			Skyward, Proposal dated	
			05/03/2011	
154413	06/23/2011	SLIVINSKI, ANNIE	REIMB TRAVEL EXP FOR MAY/JUNE	17.54
154414	06/23/2011	SONIA SHANKMAN ORTHOGENIC	SPED TUITION MAY 3 STUDENTS &	21,703.60
			1 STUDENT R&B	
154415	06/23/2011	SORBER, ELAINE	REFUND FOR GRADUATING SENIOR	21.75
			(FOOD SERVICE)	
154416	06/23/2011	SPECIAL EDUCATION SYSTEMS	SPED MAY TRANSPORT 10	7,400.75
			STUDENTS	



CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
154416	06/23/2011	SPECIAL EDUCATION SYSTEMS	SPED APRIL TRANSPORT 12 STUDENTS	7,670.96
154417	06/23/2011	TENNIS AND FITNESS CENTRE	OPEN COURT TIME	115.00
154418	06/23/2011	TONY'S LAWMOWER	BATTERY CABLE (B&G)	4.00
154419	06/23/2011	U.S. POSTAL SERVICE	METER MACHINE NEOPOST #3361853	5,000.00
154420	06/23/2011	VANGUARD ENERGY SERVICES, LLC	SERVICE PERIOD 5/1-5/31/11	15,437.97
154421	06/23/2011	VALCOM	TABLETS, THINKPAD AND DOCKING STATIONS (MARTIN REQUEST)	5,600.00
154422	06/23/2011	VAVRIK, RICHARD	ANNUAL CLOTHING ALLOWANCE	250.00
154423	06/23/2011	VINCENT, LISA	REIMB FOR TRAVEL JAN 5-JUNE 2 2011	58.34
154423	06/23/2011	VINCENT, LISA	SPED OT	1,395.36
154424	06/23/2011	VILLA PARK OFFICE EQUIPMENT	TABLE FOR SPED	30.00
154425	06/23/2011	WEDNESDAY JOURNAL	OUTSTANDING SCHOLARS ADS	1,717.00
154426	06/23/2011	WESTGATE FLOWERS	GRADUATION FLOWERS	8,200.70
154427	06/23/2011	WHITE WAY SIGN & MAINTENANCE	CUST #13955 ORDER #M66146 CONTRACT BILL	702.91
154428	06/23/2011	WILDMAN, CHRISTOPHER	MISC CONTRACT SERVICES 6/6 & 6/10 (BUSINESS OFFICE)	402.50
154429	06/23/2011	WORKPLUS OCCUPATIONAL HEALTH-RHC	JUNE 1 INVOICE FOR MAY PHYSICALS FOR SPED	250.00
154430	06/23/2011	WOYTEK, PATRICIA	MAY SOCIAL WORK FOR SPED	5,376.00
154430	06/23/2011	WOYTEK, PATRICIA	SOCIAL WORK FOR SPED 6/1-6/10/1	300.00
154431	06/23/2011	YELLOWSTONE BOYS AND GIRLS RANCH	SPED	1,405.95
154431	06/23/2011	YELLOWSTONE BOYS AND GIRLS RANCH	SPED	9,672.00
154431	06/23/2011	YELLOWSTONE BOYS AND GIRLS RANCH	SPED	1,405.95
154431	06/23/2011	YELLOWSTONE BOYS AND GIRLS RANCH	SPED	1,405.95
154431	06/23/2011	YELLOWSTONE BOYS AND GIRLS RANCH	SPED	1,405.95
154431	06/23/2011	YELLOWSTONE BOYS AND GIRLS RANCH	SPED	9,672.00
Totals for checks				877,904.04



FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
10	EDUCATION FUND	0.00	180.00	331,627.21	331,807.21
14	CAFETERIA FUND	0.00	136.90	2,761.77	2,898.67
20	OPERATIONS & MAINTENANCE	0.00	0.00	26,450.26	26,450.26
40	TRANSPORTATION FUND	0.00	0.00	114,909.04	114,909.04
60	SITE & CONST FUND	0.00	0.00	15,971.00	15,971.00
82	MEDICAL SELF INSURANCE FUND	0.00	0.00	379,347.31	379,347.31
84	ACTIVITY FUND	1,168.55	0.00	0.00	1,168.55
90	FIRE PREV & SAFETY	0.00	0.00	5,352.00	5,352.00
*** Fund Summary Totals ***		1,168.55	316.90	876,418.59	877,904.04

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



## Statement Report

## Cash Posting

Check #	Payee Key	Payee Name	T	Check Date	Check Amount	Date	Stmnt Date
<u>AP/PR HARRIS CENTRAL N.A. ISDLAF/PWA</u>							
152812	NEUQUA V000	NEUQUA VALLEY	V	06/15/2011	\$-140.00	06/15/2011	06/15/2011
Number Of Checks:				1	\$-140.00		
Total Checks:				1	\$-140.00		
Totals:				Bank	Total \$\$		
				AP/PR	\$-140.00		

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



**RESOLUTION AUTHORIZING EXECUTION OF CERTAIN VOUCHERS  
FOR THE MONTH OF JULY, 2011**

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

**Section 1:** That this Board of Education has approved and does hereby approve the voucher used by its School Treasurer, all pursuant to the powers granted under the Illinois School Code.

**Section 2:** That the President and Secretary of this Board of Education be and are hereby authorized to execute and sign on behalf of this Board of Education vouchers with all required information for the following expenditures during the Month of JULY , 2011:

- a) Payroll for the employees of this District not to exceed \$4,500,000 for said month.
- b) Contractual fringe benefits for the employees of this District not to exceed \$700,000 for said month.

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

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

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

ADOPTED this 23<sup>RD</sup> day of June, 2011

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

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



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

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

TO: Board of Education  
FROM: Cheryl Witham  
DATE: June 23, 2011  
RE: Financial Reports

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

Attached are the Financial Reports for May, 2011.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the May, 2011 Financial Reports as presented.

ROLL CALL VOTE

AGENDA ITEM IX. B.



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**May 2011**

**Education Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<b><i>Receipts</i></b>						
Property Taxes	47,315,686	47,395,355	100.2%	43,378,031	44,173,865	101.8%
Other Local Sources	3,617,642	3,223,559	89.1%	4,784,883	4,402,103	92.0%
State Sources	2,834,759	2,289,819	80.8%	2,778,640	2,931,170	105.5% 1
Federal Sources	2,607,278	2,374,380	91.1%	1,721,852	1,232,247	71.6%
	<u>56,375,365</u>	<u>55,283,113</u>	<u>98.1%</u>	<u>52,663,406</u>	<u>52,739,385</u>	<u>100.1%</u>
<b><i>Expenditures</i></b>						
General Instruction	19,919,270	15,575,964	78.2%	21,745,656	16,694,975	76.8%
Special Education	5,555,934	4,304,714	77.5%	5,310,875	4,027,034	75.8%
Adult Education	20,282	6,000	29.6%	20,539	14,539	70.8%
Vocational Programs	335,859	295,819	88.1%	375,888	284,733	75.7%
Interscholastic Programs	1,963,819	1,700,684	86.6%	2,182,182	1,845,958	84.6%
Summer School	287,451	176,295	61.3%	358,609	165,535	46.2%
Drivers Education	757,147	603,620	79.7%	765,563	603,121	78.8%
Other Instructional	2,801,472	2,289,181	81.7%	2,757,763	1,857,654	67.4% 2
Support Svcs. - Pupil	6,607,062	5,384,145	81.5%	6,740,902	5,386,730	79.9%
Support Svcs. - Admin.	4,625,192	3,967,745	85.8%	4,645,223	3,951,658	85.1%
	<u>42,873,488</u>	<u>34,304,167</u>	<u>80.0%</u>	<u>44,903,200</u>	<u>34,831,937</u>	<u>77.6%</u>
<b><i>Other Sources/(Uses)</i></b>						
Transfers fr. Other Funds	1,139,202	1,000,000	87.8%	-	-	N/A
Transfers to Other Funds	(1,000,000)	(1,000,000)	100.0%	-	-	N/A
	<u>139,202</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	
Change in Fund Balance	13,641,079	20,978,946		7,760,206	17,907,448	
Beginning Balance	<u>52,572,102</u>	<u>52,572,102</u>		<u>66,213,181</u>	<u>66,213,181</u>	
Ending Balance	<u>66,213,181</u>	<u>73,551,048</u>		<u>73,973,387</u>	<u>84,120,629</u>	

1. The majority of the actual collections relates to the prior year grants and claims that the state was late in paying to Districts.
2. District started the EAC program this school year and has reduced special education off campus placements and thus lowered the amount it pays for tuition.



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**May 2011**

**Bookstore Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Other Local Sources	812,920	687,847	84.6%	875,003	780,901	89.2%
	812,920	687,847	84.6%	875,003	780,901	89.2%
<i>Expenditures</i>						
Support Srvs. - Other	809,034	790,648	97.7%	875,003	864,572	98.8%
	809,034	790,648	97.7%	875,003	864,572	98.8%
Change in Fund Balance	3,886	(102,801)		-	(83,671)	
Beginning Balance	695,840	695,840		699,726	699,726	
Ending Balance	699,726	593,039		699,726	616,055	

**Cafeteria Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Other Local Sources	2,030,684	1,847,714	91.0%	2,004,570	1,774,555	88.5%
State Sources	7,644	8,739	114.3%	13,987	8,007	57.2%
Federal Sources	193,456	164,511	85.0%	185,828	184,428	99.2%
	2,231,784	2,020,964	90.6%	2,204,385	1,966,990	89.2%
<i>Expenditures</i>						
Support Srvs. - Admin.	2,168,698	1,902,372	87.7%	2,203,288	1,930,561	87.6%
	2,168,698	1,902,372	87.7%	2,203,288	1,930,561	87.6%
Change in Fund Balance	63,086	118,592		1,097	36,429	
Beginning Balance	274,282	274,282		337,368	337,368	
Ending Balance	337,368	392,874		338,465	373,797	



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**May 2011**

**Operations and Maintenance Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Property Taxes	6,136,075	6,022,404	98.1%	5,990,710	6,113,792	102.1%
Other Local Sources	2,297,496	2,388,378	104.0%	1,070,966	1,056,669	98.7%
	<u>8,433,571</u>	<u>8,410,782</u>	99.7%	<u>7,061,676</u>	<u>7,170,461</u>	101.5%
<i>Expenditures</i>						
Support Svcs. - Admin.	8,823,475	5,683,949	64.4%	5,368,583	4,331,474	80.7%
	<u>8,823,475</u>	<u>5,683,949</u>	64.4%	<u>5,368,583</u>	<u>4,331,474</u>	80.7%
<i>Other Sources/(Uses)</i>						
Transfers	1,035,354	1,000,000	96.6%	26,210	-	0.0%
Transfers	-	-	N/A	(3,177,000)	(3,177,000)	100.0%
	<u>1,035,354</u>	<u>1,000,000</u>	96.6%	<u>(3,150,790)</u>	<u>(3,177,000)</u>	100.8%
Change in Fund Balance	645,450	3,726,833		(1,457,697)	(338,013)	
Beginning Balance	9,044,358	9,044,358		9,689,808	9,689,808	
Ending Balance	<u>9,689,808</u>	<u>12,771,191</u>		<u>8,232,111</u>	<u>9,351,795</u>	

1. Transfer to Capital Projects fund per the budget.

Note: Prior year numbers include the Restricted Building fund. This fund was closed in the current year and the District is now using the Capital Projects fund.

**Life Safety Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Property Taxes	1,883,021	1,847,308	98.1%	2,090,611	2,388,793	114.3%
Other Local Sources	3,697	2,568	69.5%	301,670	300,375	99.6%
	<u>1,886,718</u>	<u>1,849,876</u>	98.0%	<u>2,392,281</u>	<u>2,689,168</u>	112.4%
<i>Expenditures</i>						
Support Svcs. - Business	1,474,581	917,987	62.3%	1,851,822	1,786,744	96.5%
	<u>1,474,581</u>	<u>917,987</u>	62.3%	<u>1,851,822</u>	<u>1,786,744</u>	96.5%
<i>Other Sources/(Uses)</i>						
Transfers	(618,263)	(618,263)	100.0%	(614,263)	(614,263)	100.0%
	<u>(618,263)</u>	<u>(618,263)</u>		<u>(614,263)</u>	<u>(614,263)</u>	
Change in Fund Balance	(206,126)	313,626		(73,804)	288,161	
Beginning Balance	355,137	355,137		149,011	149,011	
Ending Balance	<u>149,011</u>	<u>668,763</u>		<u>75,207</u>	<u>437,172</u>	

1. Life Safety levy was increased for the 2009 levy compared to the 2008 levy and therefore the increase in collections in the current year.



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**May 2011**

**Bond and Interest Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Property Taxes	3,052,500	3,036,042	99.5%	2,868,619	2,851,496	99.4%
Other Local Sources	35,354	31,812	90.0%	26,210	4,094	15.6% <sup>1</sup>
	3,087,854	3,067,854	99.4%	2,894,829	2,855,590	98.6%
<i>Expenditures</i>						
Debt Service	4,787,112	4,787,112	100.0%	3,500,790	3,494,669	99.8%
	4,787,112	4,787,112	100.0%	3,500,790	3,494,669	99.8%
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	10,810,000	10,810,000	100.0%	-	-	N/A
Premium on Bonds Sold	801,095	801,095	100.0%	-	-	N/A
Payment to Escrow	(11,468,408)	(11,468,408)	100.0%	-	-	N/A
Transfers	618,263	618,263	100.0%	614,263	614,263	100.0%
Transfers	(35,354)	-	0.0%	(26,210)	-	0.0%
	725,596	760,950	104.9%	588,053	614,263	104.5%
Change in Fund Balance	(973,662)	(958,308)		(17,908)	(24,816)	
Beginning Balance	2,468,889	2,468,889		1,495,227	1,495,227	
Ending Balance	1,495,227	1,510,581		1,477,319	1,470,411	

1. Interest income was not allocated to this fund as it carried a negative balance for much of the year due to delayed property tax receipts.

**Transportation Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Property Taxes	938,197	920,953	98.2%	842,131	859,051	102.0%
Other Local Sources	45,423	40,109	88.3%	22,016	10,648	48.4%
State Sources	850,067	593,289	69.8%	645,379	601,375	93.2%
	1,833,687	1,554,351	84.8%	1,509,526	1,471,074	97.5%
<i>Expenditures</i>						
Support Svcs. - Business	1,417,211	1,160,807	81.9%	1,503,261	1,135,022	75.5%
	1,417,211	1,160,807	81.9%	1,503,261	1,135,022	75.5%
<i>Other Sources/(Uses)</i>						
Other source	31,000	-	0.0%	-	-	N/A
	31,000	-		-	-	
Change in Fund Balance	447,476	393,544		6,265	336,052	
Beginning Balance	2,114,846	2,114,846		2,562,322	2,562,322	
Ending Balance	2,562,322	2,508,390		2,568,587	2,898,374	



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**May 2011**

**Illinois Municipal Retirement/Social Security Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
	<b>2010</b>	<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<b>Receipts</b>						
Property Taxes	2,362,524	2,318,970	98.2%	2,314,608	2,361,743	102.0%
Other Local Sources	106,550	27,342	25.7%	131,630	125,239	95.1%
	<u>2,469,074</u>	<u>2,346,312</u>	95.0%	<u>2,446,238</u>	<u>2,486,982</u>	101.7%
<b>Expenditures</b>						
General Instruction	336,245	269,386	80.1%	414,745	307,198	74.1%
Special Education	190,309	142,969	75.1%	224,800	159,936	71.1%
Vocational Programs	26,406	22,041	83.5%	25,273	18,322	72.5%
Interscholastic Programs	109,477	95,659	87.4%	121,161	103,668	85.6%
Summer School	9,143	5,620	61.5%	9,844	5,753	58.4%
Drivers Education	5,560	4,514	81.2%	9,239	5,327	57.7%
Other Instructional	1,241	977	78.7%	1,232	969	78.7%
Support Svcs. - Pupil	336,130	268,276	79.8%	393,359	305,579	77.7%
Support Svcs. - Admin.	824,926	732,884	88.8%	898,271	767,303	85.4%
	<u>1,839,437</u>	<u>1,542,326</u>	83.8%	<u>2,097,924</u>	<u>1,674,055</u>	79.8%
Change in Fund Balance	629,637	803,986		348,314	812,927	
Beginning Balance	1,323,641	1,323,641		1,953,278	1,953,278	
Ending Balance	<u>1,953,278</u>	<u>2,127,627</u>		<u>2,301,592</u>	<u>2,766,205</u>	

**Capital Projects Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
	<b>2010</b>	<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<b>Receipts</b>						
Other Local Sources	-	-	N/A	710,000	710,989	100.1%
	<u>-</u>	<u>-</u>	N/A	<u>710,000</u>	<u>710,989</u>	100.1%
<b>Expenditures</b>						
Support Svcs. - Business	-	-	N/A	3,477,000	2,413,555	69.4%
	<u>-</u>	<u>-</u>	N/A	<u>3,477,000</u>	<u>2,413,555</u>	69.4%
<b>Other Sources/(Uses)</b>						
Transfers	-	-	N/A	3,177,000	3,177,000	100.0%
	<u>-</u>	<u>-</u>		<u>3,177,000</u>	<u>3,177,000</u>	
Change in Fund Balance	-	-		410,000	1,474,434	
Beginning Balance	-	-		-	-	
Ending Balance	<u>-</u>	<u>-</u>		<u>410,000</u>	<u>1,474,434</u>	

1. Transfer from O&M fund for capital projects.



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**May 2011**

**Working Cash Fund**

	<b>Audited 2009-2010</b>	<b>Fiscal to Date May 31 2010</b>	<b>%</b>	<b>Amended Budget 2010-2011</b>	<b>Fiscal to Date May 31 2011</b>	<b>%</b>
<i>Receipts</i>						
Property Taxes	1,091,083	1,148,925	105.3%	1,045,305	1,197,757	114.6%
Other Local Sources	129,470	113,942	88.0%	69,485	31,488	45.3%
	<u>1,220,553</u>	<u>1,262,867</u>	103.5%	<u>1,114,790</u>	<u>1,229,245</u>	110.3%
<i>Expenditures</i>						
Transfers	-	-	N/A	-	-	N/A
	<u>-</u>	<u>-</u>	N/A	<u>-</u>	<u>-</u>	N/A
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	1,000,000	1,000,000	100.0%	-	-	N/A
Transfers	(1,000,000)	(1,000,000)	100.0%	-	-	N/A
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Change in Fund Balance	1,220,553	1,262,867		1,114,790	1,229,245	
Beginning Balance	<u>5,300,950</u>	<u>5,300,950</u>		<u>6,521,503</u>	<u>6,521,503</u>	
Ending Balance	<u>6,521,503</u>	<u>6,563,817</u>		<u>7,636,293</u>	<u>7,750,748</u>	

**Tort Immunity Fund**

	<b>Audited 2009-2010</b>	<b>Fiscal to Date May 31 2010</b>	<b>%</b>	<b>Amended Budget 2010-2011</b>	<b>Fiscal to Date May 31 2011</b>	<b>%</b>
<i>Receipts</i>						
Property Taxes	1,263,583	1,237,046	97.9%	1,104,552	1,127,097	102.0%
Other Local Sources	38,162	32,656	85.6%	20,076	8,912	44.4%
	<u>1,301,745</u>	<u>1,269,702</u>	97.5%	<u>1,124,628</u>	<u>1,136,009</u>	101.0%
<i>Expenditures</i>						
Support Svcs. - Admin.	869,427	851,204	97.9%	1,121,112	854,104	76.2%
	<u>869,427</u>	<u>851,204</u>	97.9%	<u>1,121,112</u>	<u>854,104</u>	76.2%
Change in Fund Balance	432,318	418,498		3,516	281,905	
Beginning Balance	<u>1,917,776</u>	<u>1,917,776</u>		<u>2,350,094</u>	<u>2,350,094</u>	
Ending Balance	<u>2,350,094</u>	<u>2,336,274</u>		<u>2,353,610</u>	<u>2,631,999</u>	



**OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200**  
**Monthly Financial Statements**  
**May 2011**

**Dental Self Insurance Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Insurance Premiums	409,548	333,723	81.5%	452,853	311,223	68.7%
Other Local Sources	3,680	3,184	86.5%	2,000	721	36.1%
	413,228	336,907	81.5%	454,853	311,944	68.6%
<i>Expenditures</i>						
Staff Services	407,364	337,521	82.9%	452,853	356,671	78.8%
Change in Fund Balance	5,864	(614)		2,000	(44,727)	
Beginning Balance	143,399	143,399		149,263	149,263	
Ending Balance	149,263	142,785		151,263	104,536	

**Medical Self Insurance Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Insurance Premiums	4,732,751	4,398,741	92.9%	5,577,698	4,749,375	85.1%
Other Local Sources	52,274	45,837	87.7%	20,000	13,531	67.7%
	4,785,025	4,444,578	92.9%	5,597,698	4,762,906	85.1%
<i>Expenditures</i>						
Staff Services	4,541,907	3,543,983	78.0%	5,577,698	4,064,013	72.9%
Change in Fund Balance	243,118	900,595		20,000	698,893	
Beginning Balance	1,594,968	1,594,968		1,838,086	1,838,086	
Ending Balance	1,838,086	2,495,563		1,858,086	2,536,979	

**Self-Insurance Workers' Comp Fund**

	<b>Audited</b>	<b>Fiscal to Date</b>		<b>Amended</b>	<b>Fiscal to Date</b>	
	<b>2009-2010</b>	<b>May 31</b>	<b>%</b>	<b>Budget</b>	<b>May 31</b>	<b>%</b>
		<b>2010</b>		<b>2010-2011</b>	<b>2011</b>	
<i>Receipts</i>						
Insurance Premiums	-	-	N/A	-	-	N/A
Other Local Sources	-	-	N/A	-	-	N/A
Transfers	-	-	N/A	-	-	N/A
	-	-		-	-	
<i>Expenditures</i>						
Staff Services	-	-	N/A	-	-	N/A
Change in Fund Balance	-	-		-	-	
Beginning Balance	15,857	15,857		15,857	15,857	
Ending Balance	15,857	15,857		15,857	15,857	



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

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

TO: Board of Education  
FROM: Cheryl L. Witham, CFO  
DATE: June 23, 2011  
RE: Treasurer's Reports

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**BACKGROUND**

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

**SUMMARY OF FINDINGS**

Attached is the Treasurer Report for May, 2011.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the May, 2011 Treasurer's Report at the June 23<sup>rd</sup>, Board meeting.

ROLL CALL VOTE

AGENDA ITEM IX.C.



Oak Park & River Forest High School District 200  
Treasurers Report  
May 31, 2011

<u>Funds</u>	<u>Opening Cash Balance 05/01/11</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Adjustments to Cash (JE's)</u>	<u>Ending Cash Balance 05/31/11</u>	<u>% of Total</u>
10 Education	82,956,605.32	2,799,774.78	(2,870,934.44)	(4,845.21)	82,880,600.45	71.77%
14 Food Service	389,497.77	144,944.51	(179,389.12)	9,740.95	364,794.11	0.32%
15 Book Store	288,695.28	13,471.47	(39,773.67)	-	262,393.08	0.23%
<b>Total - Education Fund</b>	<b>83,634,798.37</b>	<b>2,958,190.76</b>	<b>(3,090,097.23)</b>	<b>4,895.74</b>	<b>83,507,787.64</b>	<b>72.31%</b>
20 Operations, Building & Maintenance	10,755,412.73	329,614.40	(342,331.36)	(1,567,000.00)	9,175,695.77	7.95%
30 Bond & Interest Fund	1,748,448.75	55,465.29	(350,766.25)	-	1,453,147.79	1.26%
40 Transportation Fund	2,601,345.99	17,514.77	(148,216.13)	(2,663.75)	2,467,980.88	2.14%
50 IMRF & SS Fund	2,857,040.12	50,005.57	(159,558.22)	806.91	2,748,294.38	2.38%
60 Site & Construction	(10,964.36)	375.75	(91,978.00)	1,577,000.00	1,474,433.39	1.28%
70 Working Cash	7,716,611.28	26,995.87	-	-	7,743,607.15	6.71%
80 Tort Immunity	2,626,886.42	22,757.27	(24,673.64)	-	2,624,970.05	2.27%
81 Dental Self Insurance	165,649.01	33.05	(36,013.79)	-	129,668.27	0.11%
82 Medical Self Insurance	3,325,327.99	731.48	(455,788.92)	-	2,870,270.55	2.49%
83 Workers' Comp Self Insurance	15,857.04	-	-	-	15,857.04	0.01%
84 Harris - PMA	604,164.23	108,398.43	(30,782.18)	(13,038.90)	668,741.58	0.58%
84 Community Bank	239,285.77	68,363.45	(129,750.68)	-	177,898.54	0.15%
<b>Total - Activity Funds</b>	<b>843,450.00</b>	<b>176,761.88</b>	<b>(160,532.86)</b>	<b>(13,038.90)</b>	<b>846,640.12</b>	<b>0.73%</b>
90 Fire Prevention & Safety	416,188.08	50,873.73	(44,169.02)	-	422,892.79	0.37%
<b>Total - All Funds</b>	<b>\$ 116,696,051.42</b>	<b>\$ 3,689,319.82</b>	<b>\$ (4,904,125.42)</b>	<b>\$ -</b>	<b>\$ 115,481,245.82</b>	<b>100.00%</b>

Summary of adjustments to cash:

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



Oak Park & River Forest High School District 200  
Cash and Investments  
May 31, 2011

	<u>Account Balance</u>	<u>Treasurer's Control</u>	<u>% of Total</u>
<b>Harris Bank Comingled Account (treas ofc.)</b>			
Statement CTTO	126,015.94		
Less: Outstanding Checks	-		
Plus: Deposits in Transit	-		
Adjusted	<u>126,015.94</u>	126,015.94	0.11%
<b>Harris ISDLAF Account (Liquid &amp; Max)</b>			
Statement Balance	115,908,976.97		
Less: Outstanding Checks	(825,734.94)		
Plus: Deposits in Transit	34,466.45		
Adjusted	<u>115,117,708.48</u>		99.69%
<b>Community Bank Student Activity Account</b>			
Statement Balance	200,578.27		
Less: Outstanding Checks	(23,177.73)		
Plus: Deposits in Transit	498.00		
Adjusted	<u>177,898.54</u>		0.15%
<b>Community Bank Imprest Account</b>			
Statement Balance	13,500.71		
Less: Outstanding Checks	(1,277.85)		
Plus: Deposits in Transit	-		
Adjusted	<u>12,222.86</u>		0.01%
<b>Petty Cash</b>	<u>7,400.00</u>		0.01%
<b>Workers Compensation Escrow</b>	<u>40,000.00</u>		0.03%
<b>Total Cash and Investments</b>	<b>\$ 115,481,245.82</b>	<b>\$ 126,015.94</b>	<b>100.00%</b>

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



Oak Park & River Forest High School District 200  
Schedule of Investments  
May 31, 2011

	Average Interest Rate *	Investment Value 05/31/11	% of Total	Prior Month % of Total
<b>By Financial Institution</b>				
Harris ISDLAF - Liquid MM	0.02%	952,422.31	0.82%	0.15%
Harris ISDLAF - Max MM	0.05%	39,799.62	0.03%	0.66%
Harris ISDLAF - SDA	0.15%	2,707,317.37	2.33%	2.31%
Harris ISDLAF - CD's	0.38%	61,680,688.61	53.16%	55.01%
Harris ISDLAF - Gov't Securities	0.36%	9,978,749.06	8.60%	8.50%
Harris ISDLAF - Term Series	0.26%	38,360,000.00	33.05%	31.39%
Harris ISDLAF - CDRS	0.36%	2,200,000.00	1.90%	1.87%
Harris - CTTO MM	*	126,015.94	0.11%	0.11%
<b>Total All Investments by Institution</b>		<b>116,034,992.91</b>	<b>100.00%</b>	<b>100.00%</b>

	Average Interest Rate *	Investment Value 05/31/11	% of Total	Prior Month % of Total
<b>By Investment Type</b>				
CD's	0.38%	61,680,688.61	53.16%	55.01%
Government Securities	0.36%	9,978,749.06	8.60%	8.50%
Term Series	0.26%	38,360,000.00	33.05%	31.39%
CDRS	0.36%	2,200,000.00	1.90%	1.87%
Money Market	0.07%	3,825,555.24	3.30%	3.23%
<b>Total All Investments by Type</b>		<b>116,034,992.91</b>	<b>100.00%</b>	<b>100.00%</b>

	Average Interest Rate *	Investment Value 05/31/11	% of Total	Prior Month % of Total
<b>By Maturity Age</b>				
1 month	0.60%	7,400,000.00	6.38%	4.25%
2 months	0.43%	5,200,000.00	4.48%	6.30%
3 months	0.57%	25,249,200.00	21.76%	4.43%
4-6 months	0.26%	30,415,214.47	26.21%	36.87%
7-9 months	0.29%	7,285,883.03	6.28%	14.76%
10-12 months	0.41%	15,317,838.90	13.20%	11.31%
1 year +	0.41%	21,341,291.27	18.39%	18.85%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.07%	3,825,555.24	3.30%	3.23%
<b>Total Investments</b>		<b>116,034,992.91</b>	<b>100.00%</b>	<b>100.00%</b>

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

**Comparative Interest Rate Information (as of June 6)**

Fixed Income Type of Security	60 Days	90 Days	120 Days	180 Days	270 Days	1 Year	18 Months	2 Year
CD's	0% - 0.25%	0.09% - 0.25%	0.10% - 0.30%	0.25% - 0.40%	0.26% - 0.40%	0.40% - 0.60%	0.50% - 0.80%	0.75% - 0.85%
Government Agency	0.02%	0.04%	0.02%	0.04%	0.06%	0.14%	0.25%	0.41%
Government Treasury	N/A	N/A	N/A	0.05%	0.11%	0.16%	0.25%	0.35%
<b>Liquid Asset Funds</b>	<b>7 Day Effective</b>							
Liquid Class	0.02%							
Max Class	0.05%							



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

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

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TO: Board of Education  
FROM: Phil Prale  
DATE: June 23, 2011  
RE: Approval of Institute Day Dates and Draft Agendas

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**BACKGROUND**

Each year the Board of Education is asked to approve the dates and draft agendas for the Institute Days for the next school year.

**SUMMARY OF DISCUSSIONS**

For the 2011 – 2012 school year, two all-school Institute Days will be held, one at the start of each semester. Draft agendas for the opening day of school (August 22, 2011) and the first day of second semester (January 23, 2012) are attached. Each agenda must be submitted for approval to the appropriate state agency.

**RECOMMENDATION**

Move to approve the Institute Day dates and draft agendas for the 2011 – 2012 school year.

AGENDA ITEM IX.D.



*Oak Park and River Forest High School  
District 200*

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*Draft*

**A G E N D A**

**Monday, August 22, 2011**

***Focusing on Student Learning***

- 8:00 a.m. to 9:00 a.m.      Breakfast and Opening Celebration  
South Cafeteria      ▪ All Staff  
   ▪ Board of Education
- 9:00 a.m. – 10:30 a.m.      Welcome Back and Announcements  
Little Theatre
- 10:30 a.m. to 1:00 p.m.      Start of School Year Preparations  
   ▪ Certified Staff  
   ▪ All Other Staff – as assigned

Division	Administrator	Location
Library	Nate Rouse	Heritage Room
Counselors and Deans	Jeremiah Wiencek	2 <sup>nd</sup> Fl. Library: Fireplace Side
English	Dan Cohen	Staff Café
Fine & Applied Arts/Business Education	Sarah Roodhouse	2 <sup>nd</sup> Fl. Library: East Side
History	Richard Mertz	Room 379
Math	Julie Frey	Room 225
Physical Education/ Driver Education	Dale Craft	Board Room
Science/Technology	Bill Grosser	Room 280
Special Education	Tina Halliman	3 <sup>rd</sup> floor Library
World Languages	Claudia Sahagun	Room 414

NOTE RE FACULTY SENATE MEETING?

*"Those Things That Are Best"*



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# I N S T I T U T E D A Y

## Oak Park and River Forest High School District 200

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### A G E N D A

*Draft*

Monday, January 23, 2012

### *Assessing Our Work at Mid-Year*

7:15 a.m. – 8:00 a.m.  
Student Center

#### **Continental Breakfast**

8:00 a.m. – 10:00 a.m.  
Little Theatre

#### **General Session**

Student Entertainment  
Greetings from the Superintendent

#### **Keynote Presentation** TBD

10:00 a.m. – 11:30 a.m.  
Breakout Rooms TBD

#### **Breakout Session I** Cross-Divisional Teams Meet to Consider Best Practices

11:30 a.m. – 12:00 p.m.  
South Cafeteria

#### **Lunch**

12:00 p.m. - 1:30 p.m.  
Breakout Rooms TBD

#### **Breakout Session II** Divisional Teams Meet to Consider Best Practices

1:30 p.m.

#### **Dismissal**





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

DATE: June 23, 2011

TO: Board of Education

FROM: Superintendent

SUBJECT: Appointment of Citizens' Council Members for 2011-2012

ACTION

**NEW MEMBERS**

**It is recommended that the following be appointed by the Board of Education as new members of Citizens' Council to a two-year term beginning in September 2011:**

<b>Oak Park River Forest High School Citizen's Council 2011-2012 Membership Roster</b>				
<b>First Name</b>	<b>Last Name</b>	<b>Phone</b>	<b>Address</b>	<b>Email address</b>
<b>First Term/First Year</b>				
Jana	Burke	708-771-4151	818 Forest Av., RF 05	janab50@comcast.net
Jane	Filek	708-771-1933	1451 Keystone Av., RF 05	jane.filek@comcast.net
Dawn	Lustig	708-386-0797	47 Iowa St., OP 02	dlimom06@gmail.com
Elizabeth	Holland	708-209-1365	1501 Park Ave, RF05	elizabeth_holland@yahoo.com
Janily	Opalski	708-386-1972	647 Woodbine Av., OP 02	eopalski@depaul.edu
Janice	Pyrce*	708-771-6333	7325 Greenfield St., RF 05	jpyrce@pyrcehealthcare.com
<b>First Term/Second Year</b>				
Susan	Adler	708-771-4636	39 Park, RF 05	maritalcoach@gmail.com
John	Cabral	708-524-1230	134 Clinton Av., OP 02	john_cabral@sbcglobal.net
Theresa	Gates	708-214-1160	805 S. Taylor, OP 04	tgates555@yahoo.com
Julie	Gilberto-Brady	708-771-6272	317 Franklin Av., RF 05	gilberto-brady@sbcglobal.net
Pat	Hahn	708-366-1479	215 Gale Av., RF 05	bobpathahn@sbcglobal.net
Christie	Hunt	708-366-7343	734 Franklin Av., RF 05	fortylove@sbcglobal.net
Frank	Lipo**	708-386-5104	535 N Ridgeland Av, OP02	franklipo@sbcglobal.net
Victoria	Meadows	708-771-4331	138 Gale Av., RF 05	meadows.mail8@gmail.com
Mary	Olivieri	708-334-5822	1172 S. Maple, OP 04	mkolivieri@yahoo.com
Terrie	Rayburn	708-366-6469	1434 Jackson, RF 05	tlrayburn@aol.com
Vicky	Rohner	708-488-8743	1021 Lathrop Av., RF 05	vrohner@ameritech.net
Chris	Stannard	708-366-6844	625 Ashland Av., RF 05	estannard@sna.sanyo.com
Roma	Steinke	708-366-2141	310 Gale Av., RF 05	rmsteinke@comcast.net
Kim	Stolarski	708-903-8510	743 Thatcher, RF 05	stolarski@comcast.net
Linda	Valentine	708-383-3446	1016 N. Humphrey, OP 02	
Melanie	Weiss	708-524-3547	215 Clinton, OP 02	melweiss1@comcast.com
<b>Second Term/First Year</b>				
Jamil	Bou-Saab	312-467-0123	1023 S. Home, OP 04	jbousaab@terraengineerin.com
Thleen	Brand-White**	708-366-7619	217 Park Av., RF 05	kbrandwhite@yahoo.com
Anthony	Jeffries	708-445-7365	310 S. Taylor Av., OP 04	anthonyjeffrie@sbcglobal.com



**Oak Park River Forest High School Citizen's Council  
2011-2012 Membership Roster**

<b>First Name</b>	<b>Last Name</b>	<b>Phone</b>	<b>Address</b>	<b>Email address</b>
Lucia	Needham	708-848-7756	311 N. Scoville, OP 02	<a href="mailto:pneedham@ameritech.net">pneedham@ameritech.net</a>
Debra	Quantock McCarey	708-524-2903	1128 S. Lyman, OP 04	<a href="mailto:debquan@comcast.net">debquan@comcast.net</a>
Lisa	Sorensen	708-445-8290	138 S. East Av., OP 04	<a href="mailto:lisa_sorensen@comcast.net">lisa_sorensen@comcast.net</a>
Matt	Stelter	708-386-6141	1016 Wenonah Av., OP 04	<a href="mailto:mbssci@hotmail.com">mbssci@hotmail.com</a>
Cheryl	Williams	708-829-0321	828 Wisconsin Av., OP 04	<a href="mailto:williams828@sbcglobal.net">williams828@sbcglobal.net</a>
<b>Second Term/Second Year</b>				
Sarah	Beuhler	708-848-3458	311 N. Elmwood, OP 02	<a href="mailto:sibuehler77@hotmail.com">sibuehler77@hotmail.com</a>
Betsy	Butterworth	708-305-4999	804 Wisconsin, OP 04	<a href="mailto:betsy_butterworth@yahoo.com">betsy_butterworth@yahoo.com</a>
Jeanne	Calabrese	708-488-9490	616 Lathrop, RF 05	<a href="mailto:jeanne@barefeats.com">jeanne@barefeats.com</a>
Mary Beth	Cvengros	708-386-1050	162 N. Scoville, OP 02	<a href="mailto:mary.cvengros@sba.gov">mary.cvengros@sba.gov</a>
Pam	Eggum	708-612-5575	908 N. Euclid, OP 02	<a href="mailto:eggum@comcast.net">eggum@comcast.net</a>
Sergio	Firpo	708-386-4589	1201 N. Euclid, OP 02	<a href="mailto:sfirpo@azure-tech.net">sfirpo@azure-tech.net</a>
Barry	Greenwald	708-383-5803	312 N. Lombard, OP 02	<a href="mailto:bsgreenw@uic.edu">bsgreenw@uic.edu</a>
Ron	Orzel*	708-848-5181	834 S. Clinton, OP 04	<a href="mailto:rorzel@hotmail.com">rorzel@hotmail.com</a>
Kris	Raino-Ogden	708-366-3060	559 Edgewood Pl., RF 05	<a href="mailto:krisDSA@aol.com">krisDSA@aol.com</a>
Mimi	Skapek	708-848-4653	210 N. Elmwood, OP 02	<a href="mailto:mimi.skapek@mac.com">mimi.skapek@mac.com</a>
Karen	Stallard	708-386-4179	912 S. Kenilworth, OP 04	<a href="mailto:karen_stallard@quakeroats.com">karen_stallard@quakeroats.com</a>
Jamie	Sullivan	708-771-9459	554 Ashland, RF 05	<a href="mailto:jgs1022@aol.com">jgs1022@aol.com</a>
Penny	Wallingford	708-386-1808	726 Highland, OP 04	<a href="mailto:penandlee@sbcglobal.net">penandlee@sbcglobal.net</a>
<b>School Administration &amp; Board</b>				
Superintendent	Isoye	N/A	N/A	<a href="mailto:sisoye@oprfrhs.org">sisoye@oprfrhs.org</a>
Board Member	Finnegan	N/A	N/A	<a href="mailto:tfinnegan@oprfrhs.org">tfinnegan@oprfrhs.org</a>
<b>District Liaisons</b>				
Liz	Fischer	District 90		<a href="mailto:liz.fischer@sbcglobal.net">liz.fischer@sbcglobal.net</a>
		District 97		

\*Orzel & Pyrce are co-Chairs

\*\*Lipo and Brand-White are co-Secretaries

Motion: Move to appoint Citizens' Council Membership for 2011-2012 as presented.

Agenda Item No. IX. E.



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

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

TO: Board of Education  
FROM: Cheryl L. Witham, CFO  
DATE: June 23, 2011  
RE: Property and Casualty Liability Insurance Renewal

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**BACKGROUND**

*COLLECTIVE LIABILITY INSURANCE COOPERATIVE (CLIC)*

The District has participated in the CLIC fund for the past twenty one years. The Cooperative has been in existence for twenty-nine years. This cooperative consists of 161 school districts with 478,130 students. Arthur J. Gallagher Risk Management Services, Inc. administrates the cooperative and bids the insurance renewal every year. The Executive Summary is provided for your review.

**SUMMARY OF FINDINGS**

The total premium for property, liability and student accident insurance will decrease from \$272,063 for FY 2011 to \$252,254 in FY 2012. This is a 7.3% decrease in premium.

The closeout of School Board Legal claims for 2005/2006 has made available a surplus in this account. The amount due to OPRFHS is \$6,554. This will be distributed by check in August.

We have included a list of the policy coverage and limits, premium and self-insured structure and a listing of the carriers. All insurance carriers have an A.M. Best rating of A or better.

**RECOMMENDATIONS**

MOTION: To approve the July 1, 2011 Property and Casualty Liability Insurance renewal with CLIC as presented.

ROLL CALL VOTE

AGENDA ITEM IX.F.



## Executive Summary

### Property/Casualty

As the CLIC Cooperative begins its 29th year of service to the Illinois School Districts, it continues to position itself with greater financial strengths, and is one of the premier risk-bearing Educational Cooperatives in the United States.

As we began our negotiating efforts for the 2011-2012 renewal term, Japan's devastating earthquakes and tsunami occurred. This disaster will have worldwide repercussions for many years to come. Insurance analysts estimate that the cost of this disaster will exceed \$90 billion. This loss will provide the impetus to have carriers begin the re-rating of the Property/Casualty insurance coverages. A similar impact occurred post 9/11/2001.

Analysts agree that this disaster will be the most costly to the insurance industry since 1970 and will rank very close to Hurricane Katrina.

Fortunately our 2011-2012 marketing efforts and negotiations were well under way when the disaster struck. We did see an excess Property carrier who previously released a quotation before the disaster struck, pulled their quotation, and reissued a quotation with higher rates and restructured coverage limits.

Our membership continues to utilize effective risk management techniques. We are seeing our members are doing an excellent job requiring that third-party vendors give evidence to the District that they have proper coverage and limits. This effective risk management practice has helped the Cooperative avoid costly litigation expenses.

During this past policy term, the CLIC Cooperative has accomplished numerous goals. Examples of these are as follows:

- Working with Gallagher Bassett Services, Inc., we did a study and review of legal litigation expenses and how we can possibly reduce those expenses. After much study, the Cooperative, along with Gallagher Bassett Services, Inc., hired The Legal Services Group. This firm, beginning with our July 1, 2011 renewal, will be implementing new claim and legal procedures that each of the CLIC approved legal counsel firms will have to meet. The desired effect will be to reduce legal litigation expenses.



Arthur J. Gallagher Risk Management Services, Inc.



Proposal of Insurance for:

- Through controlled growth two new members joined the Cooperative.
- Conducted a study with CLIC's actuarial firm Milliman & Company on potential alternatives to allocate members' loss fund contributions.
- The CLIC Self-Insured Workers Compensation Program added three quality districts, bringing total membership to 121 districts.

In regards to the CLIC 2011-2012 Package renewal, we conducted a very extensive marketing effort. We approached two carriers and received six viable alternatives to the present program. It is important to note that the Cooperative's property value exposure increased by 4% and vehicle exposures increased by 2%. Our recommended carrier has given us a substantial reduction in our required loss fund contribution and also has given us a premium reduction.

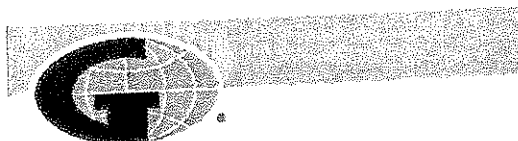
In regards to our Excess Property coverage, we approached the alternative carriers and received quotations. In spite of the total insured values increasing by 4%, we have received a **9% rate reduction**, which equates to over \$147,000 in premium reduction.

Our second Excess Property carrier, the Chubb Insurance Company, in spite of the 4% increase in total insured values has given us a **6% rate reduction**.

Our Boiler carrier, the Chubb Insurance Company, has again offered a competitive renewal by reducing their rate by 4% in spite of our rating exposures increasing by 4%.

The School Board Legal Liability carrier, Illinois National Insurance Co. (Chartis), has offered a competitive renewal with a **12%** reduction in rate and an **5%** rate reduction in the required loss fund.

Our Excess Liability coverage and the renewal terms for the 2011-2012 policy term will remain competitive. It is important for all CLIC member districts to realize that our Excess Liability carrier during the past two years had to pay a large \$8,500,000 settlement for a serious Automobile claim. In addition, the Cooperative currently has four pending General Liability cases where the reserves are set close to \$500,000 \$850,000 on each case.



Arthur J. Gallagher Risk Management Services, Inc.



All of the members of the CLIC Excess Liability programs will have a \$40,000,000 per member limit for Sexual Abuse and a \$36,000,000 per member limit for Employment Practices Liability. **There is no other local program or carrier that can offer those types of limits for these coverages.**

Our primary Excess Liability carrier, the Genesis Insurance Company has given us a **8% rate reduction.**

Our secondary Excess Liability carrier has given us a **flat renewal.** We looked at alternative pricing structures for this program.

The Student Accident Program will see very competitive renewal pricing. We looked at alternative pricing structures for this program. It is evident that this program is well utilized by our membership based upon the number of claims that are filed each year. This is attributed to the state of our economy. More claims are being filed where the Student Accident coverage is the only coverage available. This program helps protect the Cooperative's loss fund dollars.

We continue to realize the financial difficulty that our districts face due to state budget reductions. That is one of the main reasons that our strategic carrier partners have been selected to provide coverage for the CLIC members.

These carriers have been selected not only for their immediate benefit they bring to the Cooperative, but also in the long run they will be available to meet their financial obligations.

As we continue in these trying economic times, it is important to have a broker and program administrator who have the experience and expertise dealing with public schools. We continue to see new "brokers" enter the school marketplace. Unfortunately these brokers or agents are generalists and have very little experience or expertise in dealing with school-related coverages such as Employment Practice Liability issues, Sexual Abuse issues, and vital loss control issues.

As CLIC beings its 29th year of service to Illinois school districts, one premise has always applied to the program and it still does today. That premise is that the CLIC program has allowed each district to truly control their own destiny.



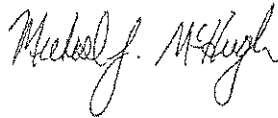
Arthur J. Gallagher Risk Management Services, Inc.



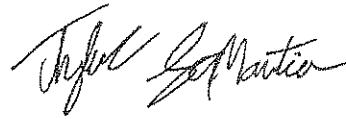
Looking at the controlled growth and quality districts that have joined the program over the last few years, it is evident that CLIC continues to be a **very competitive and attractive alternative for Illinois school districts.**

We would like to thank each district for your continued support and cooperation during the past year. We really enjoy working and counseling each of you and your staff.

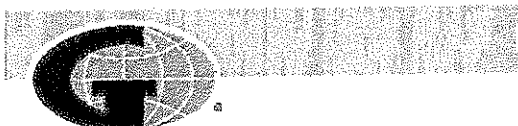
Sincerely yours,



Michael J. McHugh  
Area Executive Vice President



Tyler LaMantia  
Account Executive

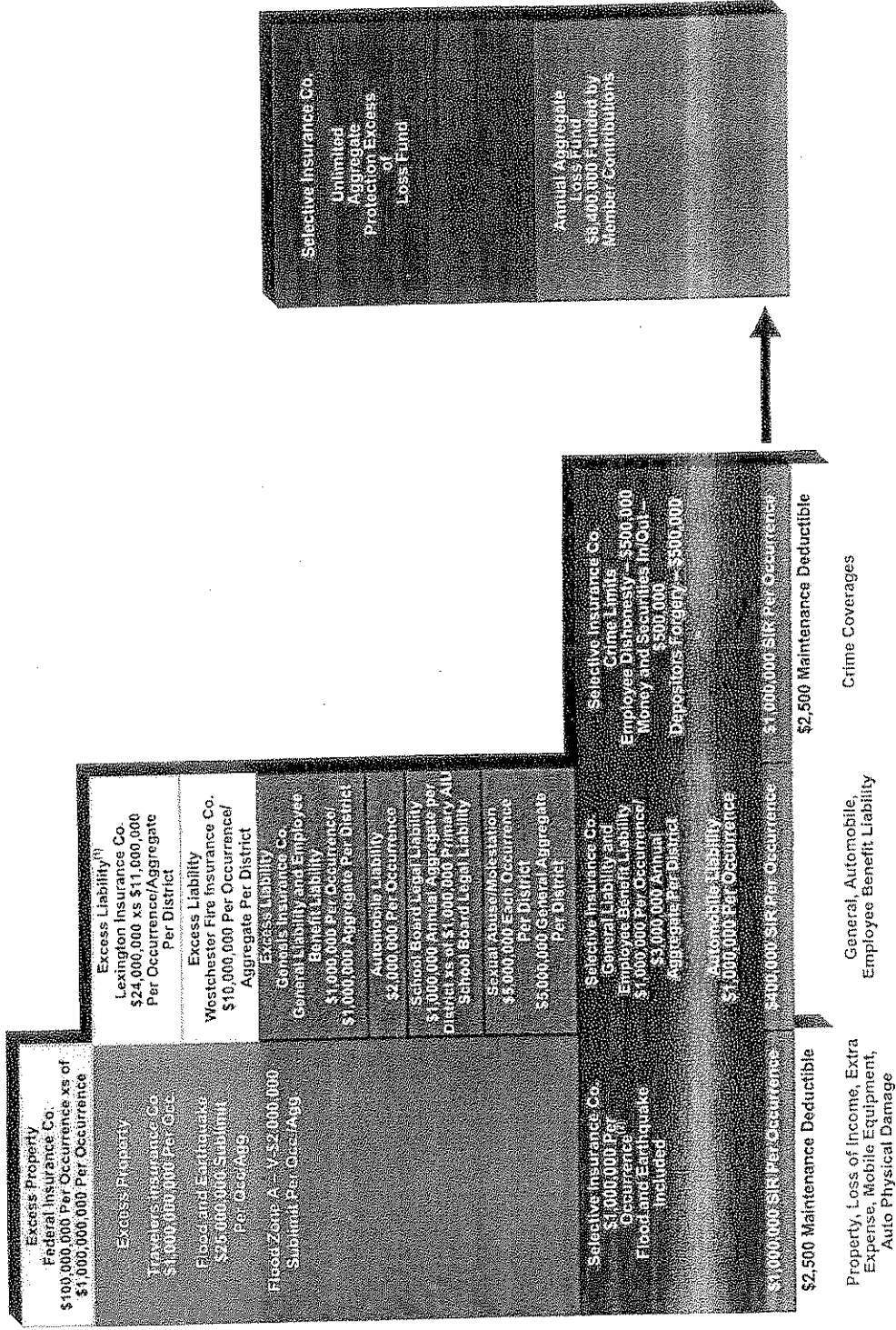


Arthur J. Gallagher Risk Management Services, Inc.



Proposal of Insurance for:

## 2011-2012 Secured Self-Insured Program Structure



(1) Sexual Abuse limits on the Excess Liability coverage are \$40,000,000 per member.

- (1) Sexual Abuse limits on the Excess Liability coverage are \$40,000,000 per member.
- (2) Flood subject to those properties in Flood Zone "A" purchasing a Flood Policy through the Flood Insurance Program. SIF for Flood is \$1,000,000 per occurrence.

Arthur J. Gallagher Risk Management Services, Inc.





Proposal of Insurance for:

## Primary School Board Legal Liability

Program Structure

2011-2012<sup>(1)</sup>

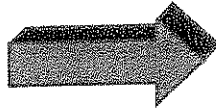
161 Members

**Illinois National  
Insurance Co. (Chartis)**  
**\$1,000,000<sup>(1)</sup>**  
**Per Claim/  
Annual Aggregate  
Per District**

**\$250,000 IEP Hearing  
Sublimit each IEP Hearing/  
Aggregate per District for Claim  
Expenses**

**\$25,000  
Pool Deductible  
for all claims  
except EPLI**

**\$50,000 EPLI  
Pool Deductible**



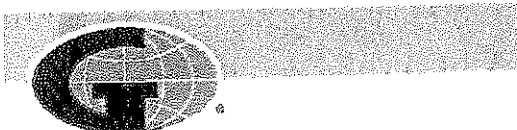
**Illinois National  
Insurance Co. (Chartis)**  
**\$2,000,000 Aggregate  
Excess Limit**

**Annual Aggregate  
Loss Fund Required  
\$510,980 funded by  
member contributions**

**\$15,000  
Maintenance Deductible  
Per Claim/Per District**

**\$25,000  
EPLI Deductible and IEP Hearing  
Per Claim/Per District**

<sup>(1)</sup> Excess School Board Legal Liability – Follow Form is provided under the Excess Liability policies except for Employment Practices Liability which provides a \$1,000,000 per occurrence/aggregate per member limit under Genesis policy.



Arthur J. Gallagher Risk Management Services, Inc.



## Carrier Ratings and Admitted Status Rating Levels and Categories

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Carriers that Quoted	A.M. Best's Rating	Admitted/ Non-Admitted
Selective Insurance Co. of the Southeast	A+ XII	Admitted
Argonaut Insurance Co.	A XII	Admitted
Travelers Indemnity Co.	A+ XV	Admitted
Federal Insurance Co. (Chubb)	A++ XV	Admitted
Illinois National Insurance Co. (Chartis)	A XV	Admitted
Genesis Insurance Co.	A++ XV	Admitted
Westchester Fire Insurance Co.	A+ XV	Admitted
Lexington Insurance Co.	A XV	Non-Admitted
QBE Specialty Insurance Co.	A X	Admitted
Markel Insurance Co.	A XIII	Admitted
Ironshore Specialty Insurance Co.	A- XIII	Non-Admitted
AXIS Global A&H	A XV	Admitted
Berkeley Insurance Co.	A+ XV	Admitted
Sentry Insurance Co.	A+ XV	Admitted
Mutual of Omaha	A+ XV	Admitted
Chartis	A XV	Admitted
Markel Insurance Co.	A XIII	Admitted
QBE Specialty Insurance Co.	A X	Admitted
Gerber Life Insurance Co.	A VIII	Admitted

If the above indicates coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

The above A.M. Best Rating was verified on the date the proposal document was created.

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended

Financial Size Categories					
FSC I	Up to 1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000
FSC III	2,000	to	5,000	FSC XI	750,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000
FSC VIII	100,000	to	250,000		or more

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)



Arthur J. Gallagher Risk Management Services, Inc.



**COLLECTIVE LIABILITY INSURANCE COOPERATIVE**  
**2011-2012 PROPERTY/CASUALTY**  
**PROGRAM COST COMPARISON**

**District: Oak Park-River Forest School District #200**

Fixed Costs	2010-2011 Expiring	2011-2012 Proposed
Package Premium (includes Property, General Liability, Auto Liability and Physical Damage and Crime)	\$14,813	\$14,078
Excess Property \$1,000,000,000	\$26,423	\$24,677
Excess Property \$100,000,000 xs \$1,000,000,000	\$610	\$595
Boiler & Machinery	\$4,655	\$4,639
School Board Legal Liability	\$5,066	\$4,320
Excess Liability \$34MM xs \$1MM	\$8,395	\$7,942
Student Accident - Mandatory	\$14,236	\$17,958
Student Accident - Catastrophic	\$3,192	\$3,200
School Violent Acts	\$610	\$445
Identity Theft	\$3,500	\$3,500
Pollution Liability	\$3,053	\$3,272
Arthur J. Gallagher Risk Management Services Fee	\$11,748	\$11,983
Gallagher Bassett Services Claims Administration Fee	\$4,290	\$4,261
Gallagher Bassett Services Loss Control Fee	\$975	\$995
CLIC On-Line Training Platform (gbriskcontrol.com)	N/A	\$200
<b>Total Fixed Costs</b>	<b>\$101,566</b>	<b>\$102,064</b>
% of Change		0.5%

Variable Costs	2010-2011 Expiring	2011-2012 Proposed
Loss Fund - Package	\$167,034	\$146,990
Loss Fund - School Board Legal Liability	\$3,463	\$3,200
<b>Total Program Contribution on a Maximum Cost Basis</b>	<b>\$272,063</b>	<b>\$252,254</b>

District's Share of Return of \$1,000,000 in Surplus Funds			
Close-out of School Board Legal Claim Year 2005-2006	\$600,000	0.68%	- \$4,052
Allocation of Interest Income- School Board Legal	\$400,000	0.63%	- \$2,502
<b>SUBTOTAL-Allocation of Return Due District</b>			<b>- \$6,554</b>

<b>Net Program Costs Due for July 1, 2011-2012</b>	<b>\$245,700</b>
--	------------------

Statistical Information	2010-2011 Expiring	2011-2012 Proposed	% Change
Total Insurable Values (Including Vehicles)	\$203,255,064	\$210,918,814	3.8%
Students	3,192	3,200	0.3%
Teachers	247	247	0.0%
Vehicles	15	14	-6.7%



## Carrier Ratings and Admitted Status Rating Levels and Categories

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

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Carriers that Quoted	A.M. Best's Rating	Admitted/ Non-Admitted
Federal Insurance Co. (Chubb)	A++ XV	Admitted

If the above indicates coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

The above A.M. Best Rating was verified on the date the proposal document was created.

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended

Financial Size Categories							
FSC I			Up to 1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

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Arthur J. Gallagher Risk Management Services, Inc.



Proposal of Insurance for:

Collective Liability Insurance Corporation

## Premiums/Fees Comparison: Expiring to Recommended Carriers

Line of Coverage	Expiring Carrier Name	2010-2011 Expiring Premium	Recommended Carrier Name	2011-2012 Renewal Premium*
Fiduciary Liability	Federal Ins. Co. (Chubb)	\$2,100 Each Member	Federal Ins. Co. (Chubb)	\$2,050 Each Member

\* A two-year policy (July 1, 2011-2013) will be issued. The premium will be \$2,050 each member, each year.



Arthur J. Gallagher Risk Management Services, Inc.



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

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

TO: Board of Education  
FROM: Cheryl L. Witham, CFO  
DATE: June 23, 2011  
RE: Workers' Compensation Insurance Program

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**BACKGROUND**

The District has been a member of the Collective Liability Cooperative Pool (CLIC) for four years. There are 121 member school districts in the pool. CLIC provides safety inspections and training annually at no additional charge. The District Safety Committee meets quarterly. The CLIC Executive Summary is included.

**SUMMARY OF FINDINGS**

The District has been assigned a decrease in the average experience modification factor from 1.00 to .87 for FY 2011 - 2012. The premium has decreased from \$268,386 in FY 2010-11 to \$231,273 for FY 2011 - 2012. This is a decrease of \$37,113 or 13.8%.

The Loss Fund contributions of 2010 - 2011, have made available a surplus in this account. The total amount CLIC is returning to their member Districts is \$1,000,000. The amount due to OPRFHS District is \$15,524. This will be distributed by check in August.

**RECOMMENDATIONS**

MOTION: To approve the July 1, 2011 CLIC Workers' Compensation renewal as presented.

ROLL CALL VOTE

AGENDA ITEM IX. G.



## Executive Summary

We are pleased to present the July 1, 2011-2012 CLIC Workers Compensation renewal proposal.

The current Workers Compensation marketplace is very limited for Public Entities. Many of the "First Dollar" carriers that previously have written this business have withdrawn from the marketplace due to extensive losses. The alternative is for districts to get into some form of cooperative/pooling arrangement similar to the CLIC Workers Compensation program. One of those programs is basically set up for Municipalities, Cities and Counties. We have always stressed that schools belong in their own homogeneous group. A school district should not be classified with a higher risk exposure such as a City or Municipality that has police, fire, and sewer workers. Those exposures and risks are far greater than the exposure for a school district.

The other alternative that we are seeing more of in this marketplace is the Illinois Assigned Risk Plan. In reality this is the last alternative for districts that have had poor loss experience over the past three years. Carriers do not want to write Public Entities that have experience modification factors that exceed a 1.00. We are seeing some carriers add Scheduled Debits to a risks Modified Premium in order to write the business at a profitable margin.

As CLIC begins their eleventh year as a Self-Insured Workers Compensation Program, the CLIC program continues to be successful. A few of the accomplishments and highlights of the year are as follows:

- Working with the Claims Administrator, Xchanging, each district received information on preferred PPOs that they can utilize in their areas. By using these PPOs, it reduces the overall medical costs of a claim, which in turn lowers the overall claims exposure of the individual district and the cooperative.
- As we have done in the past, CLIC again completed an actuarial study for the 2011-2012 policy term. This allows the cooperative to fund the loss fund at a more precise and actuarially sound level.
- The Loss Control program continues to be a success. Each district is offered a large menu of loss control options. This program has helped reduce the Cooperative's average Experience Modification go from an average of 1.05 five years ago to an average now of .96.





In regard to the 2011-2012 renewal, the members' estimated payrolls increased very slightly for 2011. On January 1, 2011, the National Council on Compensation Insurance (NCCI) raised the State of Illinois classification rates on average by 4.6%.

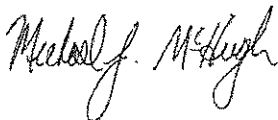
Even with the members' slight increase in payrolls, coupled with the NCCI State of Illinois average rate increase by classification of 4.6%, the modified premium for the 2011-2012 policy term of **\$23,698,920** is lower than expiring. This is due to the continued favorable trend in the lowering of experience modification factors.

We are pleased to report that we received quotations from two quality carriers. We received and looked at five various options between the carriers. We are recommending the \$650,000 Self-Insured option. We received a premium rate reduction of 7%. This represents a **\$74,274 premium reduction** over expiring. In addition, we are able to negotiate loss fund percentage reduction over the expiring terms. This represents a **reduction over expiring of over \$250,000**.

As noted, the Workers' Compensation marketplace and environment in Illinois is extremely difficult. Our member districts must continue to be diligent and proactive with loss control. By doing this, in the long run your district will see a reduction in losses which means a reduction in your district's Workers' Compensation costs.

We would like to thank each and every district for your support and cooperation with this program.

Yours truly,



Michael J. McHugh  
Area Executive Vice President



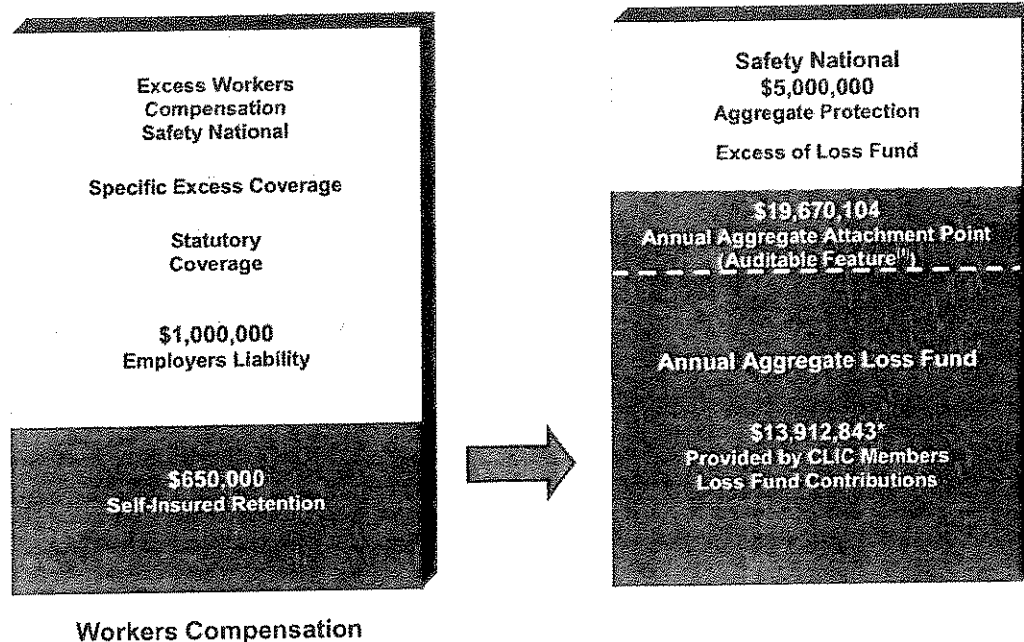
Tyler LaMantia  
Account Executive





## 7/1/2011-2012 Secured Self-Insurance Program Structure Graph

**\$650,000 SIR**  
**121 Members**



The \$19,670,104 Loss Fund is the maximum Cooperative Loss Fund subject to payroll audit based on the current 121 members. With this program, there is an aggregate (Stop Loss) Insurance Policy. Should CLIC exhaust the Loss Fund, Safety National provides \$5,000,000 aggregate excess coverage above CLIC's total group loss fund.

**Please note:** Since the Cooperative has built up loss history over the past five years, we submitted CLIC's payroll history and loss history to an actuarial firm so that they could do an analysis of what the proper funding level would be for the Cooperative for the 2011-2012 policy term.

\*Loss Fund will be funded at \$12,912,843 of member contributions plus \$1,000,000 of contingency funds for a total of \$13,912,843 for 2011/12 based on membership stated in this proposal.

<sup>(1)</sup> Auditable feature is the difference between the funded amount and the attachment point (\$5,757,261). Per the last five years each district's auditable dollar amount is identified on their pricing page.





Proposal of Insurance for:

## Collective Liability Insurance Cooperative

### Carrier Ratings and Admitted Status Rating Levels and Categories

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Carriers that Quoted	A.M. Best's Rating	Admitted/ Non-Admitted
Safety National Casualty Corp.	A X	Admitted

If the above indicates coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

The above A.M. Best Rating was verified on the date the proposal document was created.

Level	Category	Level	Category
A++, A+ ..... Superior	B, B- ..... Fair	D ..... Poor	
A, A- ..... Excellent	C++, C+ ..... Marginal	E ..... Under Regulatory Supervision	
B++, B+ ..... Very Good	C, C- ..... Weak	F ..... In Liquidation	
		S ..... Rating Suspended	

Financial Size Categories			
FSC I	Up to 1,000	FSC IX	250,000
FSC II	1,000 to 2,000	FSC X	500,000
FSC III	2,000 to 5,000	FSC XI	750,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000
FSC VII	50,000 to 100,000	FSC XV	2,000,000
FSC VIII	100,000 to 250,000		

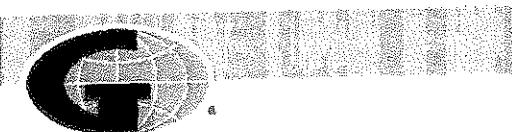
(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve F

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength. Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

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Arthur J. Gallagher Risk Management Services, Inc.



**COLLECTIVE LIABILITY INSURANCE COOPERATIVE**  
**2011-2012 WORKERS' COMPENSATION PROGRAM COST COMPARISON**

**District: Oak Park-River Forest School District #200**

Payroll Information (Payroll information is unaudited)	2010-2011 Expiring	2011-2012 Proposed	% change
7380 – Drivers	\$0	\$0	
8868 – Teachers/Professionals	\$31,161,993	\$33,031,713	
9082 – Cafeteria	\$662,233	\$678,789	
9101 – Maintenance/All Other	\$2,386,767	\$2,422,568	
<b>Total Estimated Payroll</b>	<b>\$34,210,993</b>	<b>\$36,133,070</b>	<b>5.6%</b>
<b>Experience Modification Factor</b>	<b>1.00</b>	<b>0.87</b>	<b>-13.0%</b>
<b>Modified Premium</b>	<b>\$376,939</b>	<b>\$338,570</b>	<b>-10.2%</b>

Fixed Costs	2010-2011 Expiring	2011-2012 Proposed	% change
Workers' Compensation Premium	\$16,208	\$13,543	
AJG Co. Administration Fee	\$11,160	\$10,248	
Xchanging Claims Administration Fee	\$8,414	\$7,862	
Xchanging Loss Control Fee	\$831	\$856	
<b>Total Fixed Costs</b>	<b>\$36,613</b>	<b>\$32,509</b>	<b>-11.2%</b>

Variable Costs	2010-2011 Expiring	2011-2012 Proposed
Loss Fund – Workers' Compensation	\$231,772	\$198,763
<b>Total Workers' Compensation Program Contribution</b>	<b>\$268,386</b>	<b>\$231,273</b>

Return of Interest Income	2010-2011	Amount of Return
Total Funded Loss Fund for Year	\$14,930,365	\$1,000,000
District's Contribution		1.55%
<b>Allocation of Interest Return to District</b>		<b>- \$15,524</b>

<b>Net Workers' Compensation Program Costs Due for July 1, 2011-2012</b>	<b>\$215,749</b>
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Loss Fund	2010-2011 Expiring	2011-2012 Proposed
Loss Fund – 100%	\$314,744	\$281,013
Less Funded Amount	\$231,772	\$198,763
<b>= Auditable Loss Fund (based on payrolls listed above)</b>	<b>\$82,972</b>	<b>\$82,250</b>

\* This figure should be budgeted under your Tort Fund



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

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

TO: Board of Education  
FROM: Cheryl L. Witham, CFO  
DATE: June 23, 2011  
RE: Thrive Counseling Center Contract

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**BACKGROUND**

The District has contracted for services related to Resource Managers and a Drug Free and Safe School Counselor for many years. The District has contracted for all of these services with Thrive Counseling Center.

**SUMMARY OF FINDINGS**

This contract is the same as last year with an increase of 2% for a total contract value of \$310,297 per school year. We are changing the title of the Substance Abuse Counselor to Substance Abuse Preventionist Coordinator. We will be interviewing for this position, there will also be four Resource Managers.

**RECOMMENDATIONS**

MOTION: To approve the contract with Thrive Counseling Center as presented.

ROLL CALL VOTE

AGENDA ITEM IX. H.



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

**Professional Services Contract**

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

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

SECTION 1. RECITALS

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

Service Provider: Thrive Counseling Center

Contact Person: Daniel J. Kill, President/CEO

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

Telephone: 708-383-7500 Ext. 104

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

Employee's Name: TBD Substance Abuse ~~Counselor~~ Preventionist Coordinator,  
Debbie Schwab, Blessing Uchendu, Annie Hostetter and Lonnie  
Chambers as Resource Managers.

Brief Description  
of Services: One Substance Abuse Preventionist ~~Counselor~~ Coordinator and Four  
Resource Managers of the Community Support Services Program, to  
provide school/agency student assessment, intervention, referral and  
linkage services between the School District and the communities of Oak  
Park and River Forest.

Time Period of Work: August 23,2011 – June 08, 2012

Fee/Rate: \$310,297

Contract Administrator: Jeremiah Wiencek, Assistant Principal for Student Services

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

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



## SECTION 2: SCOPE OF SERVICES

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

B. Commencement. The Provider shall commence the work upon receipt of written notice from the School District that this Agreement has been fully executed by the parties, and shall diligently and continuously provide the Services called for until completion of the work, or until termination of this Agreement by the School District, and in no event later than June 30, 2011.

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

## SECTION 3. COMPENSATION

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

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

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

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

## SECTION 4. PERSONNEL; SUBCONTRACTORS

A. Key Project Personnel. This Agreement is for the personal Services of Substance Abuse Preventionist Coordinator - TBD, Resource Managers- Debbie Schwab, Maria Arroyo, Lonnie Chambers and one other Resource Manager to be determined. The School District intends and expects that the Services called for by this Agreement shall be provided by said person(s) and by no other. The assignment of said person(s) by Provider to perform the work is an express condition of this Agreement, and no substitution of personnel shall be acceptable except as agreed upon between the School District and the provider and as described in Appendix A and B.



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

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

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

E. Background Check and Medical Examination: By the execution of this Agreement, the Provider warrants that the Provider and any of the Provider's personnel or subcontractors who will or may enter upon School District grounds or facilities, or come into contact with students or School District employees, shall have undergone a criminal background investigation and shall have been determined not to have committed any offense described in 105 ILCS 5/10-21.9(c). Further, Provider warrants that any such personnel or subcontractors shall have submitted to a physical examination and have been determined to be free of any communicable disease, including hepatitis and tuberculosis.

## SECTION 5. CONFIDENTIAL INFORMATION

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



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

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

## SECTION 6. WARRANTY, INDEMNIFICATION AND INSURANCE

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

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

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

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

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



## SECTION 7. GENERAL PROVISIONS

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

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

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

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

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

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

G. Non-Discrimination In all hiring or employment by the Provider pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, sexual orientation, or the



presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Provider agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any Services or activities made possible by, or resulting from, this Agreement.

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

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

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

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

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

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

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

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

M. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Provider in connection with any or all of the Services to



be performed under this Agreement ("Documents") shall be and remain the exclusive property of the School District. At the School District's request, or upon termination of this Agreement, the Provider shall cause the Documents to be promptly delivered to the School District.

#### SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

Assistant Principal of Student Services  
Contract Administrator  
Oak Park and River Forest  
High School District  
201 N. Scoville  
Oak Park, IL 60302 2296  
Phone:  
Fax: 708-434-3910  
E-mail: \_\_\_\_\_

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

Daniel J. Kill  
Thrive Counseling Center  
120 S. Marion St.  
Oak Park, IL 60302  
Phone: 708-383-7500 Ext. 104



Fax: 708-383-7780  
E-mail: dkill@thrivecc.org

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

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

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

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

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

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

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

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

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT

By \_\_\_\_\_ Attest \_\_\_\_\_

Title President, Board Of Education Title \_\_\_\_\_

SERVICE PROVIDER  
THRIVE COUNSELING CENTER

By \_\_\_\_\_ Attest \_\_\_\_\_

Title President/CEO Title \_\_\_\_\_



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## Appendix A

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### TITLE: SUBSTANCE ABUSE PREVENTIONIST COORDINATOR

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This is a full-time, 10-month (school year) Mental Health Worker II position at *Thrive Counseling Center* based at OPRF High School.

**Job Purpose:** To work with the high school student population to provide effective drug and alcohol prevention; assessment, referral, and linkage to outside services; and short-term counseling and relapse-prevention services.

**Responsibilities:**

- ! Prevention Programming: Provides effective drug and alcohol prevention programming that addresses the unique needs of the OPRFHS student population and is designed to become an integral part of the high school milieu. To include but not be limited to the following:
  - Life Skills development with an emphasis on substance abuse prevention
  - The “Snowball” program
  - Monthly theme-based projects and events promoting substance abuse deterrence
- ! Assessment, Referral & Linkage Services: Provides substance abuse and mental health assessments; make treatment recommendations; assist with linkage to recommended services; provide appropriate clinical documentation; and submit statistics on a monthly basis which capture the number of student contacts and other relevant data.
- ! Clinical Intervention Services: Provides short-term crisis intervention services as well as group counseling focused on prevention, early-intervention, and recovery maintenance.
- ! Consultation & Education: To act as a resource to staff, OPRFHS parents, and the larger community (e.g., by being accessible for consultation and by providing education within the school and the community as needed).

**Special Skills and Abilities Required:**

- ! Excellent interpersonal skills needed to be able to engage and then effectively work with students, OPRFHS personnel, and the community at large.
- ! Writing and organizational skills necessary to design and implement quality programming and to assess its effectiveness.
- ! Collaborative leadership skills needed to be able to work effectively with an array of individuals and systems concurrently.
- ! Motivational Interviewing skills that can be applied when working with students and parents regarding substance abuse deterrence and intervention.

**Accountability:**

- ! Will be directly accountable to the Coordinator of Comprehensive Youth Services.
- ! Will receive administrative direction administrative direction on site (at OPRFHS) from the designated OPRFHS staff.
- ! Will adhere to all agency and personnel policies and procedures.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ! While performing the duties of this job, the employee is frequently required sit; use hands to finger, handle, or feel; and reach with hands and arms.
- ! Specific vision abilities required by this job include close vision, distance vision, depth perception and ability to adjust focus.



- ! The employee is required to transport self from the high school campus to Thrive and students' homes.
- ! Routine in-school responsibilities, including student interaction, both in school and in the community.

**Qualifications:**

- ! Master's Degree in Social Work, Counseling, or a related behavioral health field.
- ! Current certificate in alcohol dependency counseling (CADC); or eligibility for certification
- ! A minimum of 2 years of professional experience working in an ATOD- Prevention or related capacity – ideally with adolescents.

APPROVED: \_\_\_\_\_

Daniel J. Kill, LCSW, BCD  
President/CEO

ACCEPTED: \_\_\_\_\_

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

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



APPENDIX B  
Description of Work for Four Resource Managers

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



4. **SERVICE HOURS:** The Resource Managers for Community Support Services will serve under the term of this contract in hours to be mutually agreed upon of a flexible nature at an average rate of a maximum of 35 hours per week with some evening and weekend work required. When weekend or additional evening work is required the resource manager will, with consultation of the Assistant Pupil for Student Services, flex their schedule prior to or after such events. The Resource Manager's services will be available from August 23, 2011 – June 8, 2011. The Resource Manager shall not be absent from the workplace for more than five (5) consecutive workdays. Family Services & Mental Health Center shall provide a substitute Resource Manager if one of the regularly assigned Resource Managers is expected to be absent in excess of five days.
5. **FACILITIES:** The School shall provide, at its expense, all such space, equipment and supplies as may be reasonably necessary for the Resource Manager to render the services called for in the Agreement
6. **EQUIPMENT AND SUPPLIES:** Equipment and supplies and any other necessary materials to carry out the duties shall be provided as mutually agreed to between the School District and the Agency.**SECRETARIAL SERVICES:** The School District shall provide the four Resource Managers with an office work space and appropriate and necessary secretarial support services on School District property.
7. **EXCLUSIVE SERVICES:** The School District will not recruit or hire the Thrive staff member at any time during the contract, nor for a period of two years following the termination of this contract.
8. **REFERRAL FOR SERVICE:** The Resource Managers are prohibited from (1) exclusive routing of clients to Family Service for services, and (2) engaging in private, professional contact with clients in any external service provisions in which they may be engaged in the community.
9. **ACCESS TO RECORDS:** In accordance with all applicable federal laws and regulations, the School District agrees to provide the four Resource Managers access to necessary records to facilitate student services. All necessary access documents and release of information forms, shall be obtained when materials are shared between the school and agency.



APPENDIX C  
Compensation

1. The School District shall pay to Thrive Counseling Center the total sum of \$310,297 for all services performed during the full 10 month term of the agreement, unless such agreement is earlier terminated. Thrive shall be paid by the School District in monthly installment payments of \$310,297. The School District shall remit these monthly payments to Thrive upon receipt of a statement of services from Thrive.
2. Mileage incurred with travel between sites to provide services shall be reimbursed by Thrive to the one Substance Abuse Preventionist Coordinator and the four Resource Managers and shall not be the responsibility of the School District.



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

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

TO: Board of Education  
FROM: Cheryl L. Witham, Chief Financial Officer  
DATE: June 23, 2011  
RE: Residency Officer Contract and Annual Report

---

**BACKGROUND**

Annually the Board of Education is asked to approve contracts with independent workers/vendors for the provisions of various services needed by the District.

The contract being presented for R.W.D. and Associates, Inc. will be the third year of residency confirmation services. The administrators responsible for the work of the R.W.D. Associates have judged the work of the independent workers to be of high quality and of benefit to the District.

**SUMMARY OF FINDINGS**

The attached contract represents the terms and conditions of the District's relationship. The term and conditions have not been changed from FY 2011, however, a rate increase of 1.5% is proposed for the remuneration of services.

Acceptance of the proposed 1.5% increase would result in the annual rate for residency confirmation services by R.W.D. and Associates, Inc. to be \$49,184, with reimbursement for travel services remaining at \$1,200 annually.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the contract of R.W.D. and Associates as presented.

ROLL CALL VOTE

AGENDA ITEM IX. I.



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

**Professional Services Contract**

This Agreement is made by and between Oak Park and River Forest High School District 200, an Illinois unit of local government ("School District") and the professional Service provider ("Provider") named below, on the date hereinafter set forth.

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

**SECTION I: RECITALS**

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

Service Provider: R.W.D. and Associates, Inc.

District Contact Person: Jeremiah Wiencek, Assistant Principal for Student Services

Address: 847 William Street River Forest, IL 60305

Telephone: 708 - 217 - 4000

Email: ronalddibbern@sbcglobal.net

Fax: \_\_\_\_\_

Brief Description of Services:

The Provider is responsible for providing the School District with residency confirmation services for identified students/families as determined by the Registrar's Office in keeping with the laws of the School Code of Illinois. The Provider is also responsible for outcome reports on each student/family investigated.

Time Period of Work: July 1, 2011 - June 30, 2012

Service Fee: \$49,184 annually for Residency Confirmation Services

Contract Administrator: Jeremiah Wiencek, Assistant Principal for Student Services

- B. Representations by Provider: The Provider represents that the firm is qualified to perform the Services called for in this Agreement, and has the required education, training, skills, equipment, licenses and certifications necessary to perform the work.
- C. School District Authority: The School District represents that it has the authority to enter into this Agreement, that funds have been appropriated to pay for the work to be performed and that the person executing this Agreement is authorized by the Board of Education to represent its interests.



## SECTION 2: SCOPE OF SERVICES

- A. Retention of the Service Provider: The School District retains the Provider to perform, and the Provider agrees to perform, the work described in Appendix A hereto ("Services"), subject to the terms and conditions of this Agreement.
- B. Commencement: The Provider shall commence the work upon receipt of written notice from the School District that this Agreement has been fully executed by the parties, and shall diligently and continuously provide the Services called for until completion of the work, or until termination of this Agreement by the School District, and in no event later than June 30, 2012.
- C. Direction: The Provider shall receive and follow instructions regarding the work from the Assistant Principal for Student Health and Safety (Contract Administrator)"; provided, however, that no employment relationship shall be created by such instructions, and the Provider shall in all respects function as an independent contractor.

## SECTION 3: COMPENSATION

- A. Amount to be Paid: The total amount billed by Provider for the Services called for in this Agreement shall not exceed the amount set forth in Section 1A of this Agreement, or as may be set forth in any Schedule of Fees which may be attached hereto and incorporated herein as Appendix B, or any written amendment hereof.
- B. Invoices and Payment: The Provider shall submit invoices in an approved format to the School District for fees earned and approved compensable costs, if any, incurred in performing this Agreement. The School District shall pay the amount billed within 45 days following approval of each invoice for payment.
- C. Records: The Provider shall maintain records showing actual time devoted to the performance of the work called for in this Agreement, and shall permit the authorized representative of the School District to inspect and audit all data and records of the Provider for work done under this Agreement. The records shall be made available to the School District at reasonable times during the Agreement period and for three years following termination of the Agreement.
- E. Taxes, Benefits and Royalties: The Provider shall be responsible for any and all federal, state and local taxes, of any kind, applicable to the services provided, and any taxes, contributions, premiums for unemployment insurance and FICA arising from the services provided. Furthermore, the Provider shall be responsible for fees related to the use of any patented, copyrighted or trademarked material, equipment, tool, supplies, devices, processes or inventions used in the provision of services to the School District. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fees is hereby waived and released by Provider.



#### SECTION 4: PERSONNEL: SUBCONTRACTORS

- A. Personnel: This Agreement is for the services of the Provider named in Section IA (R.W.D. and Associates Inc.). The School District intends and expects that the Services called for by this Agreement shall be provided by R.W.D. and Associates Inc. and that no substitution of other firms will occur without the expressed written agreement of the School District.
- B. Availability: Provider warrants that the firm is available and qualified to perform the services called for during the term of this Agreement.
- C. Subcontractors: Employees of the Provider shall perform the services required. No subcontractors shall be called upon to perform any part of the work without express written approval of the School District. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by the Provider. The term "Provider" shall include any authorized subcontractor and every subcontract shall be deemed to include a provision binding the subcontractor to all provisions of this Agreement.
- D. Removal of Personnel or Subcontractors: If in the assessment of the School District, the Provider or subcontractor(s) fails to perform the services in a manner satisfactory to the School District based on the performance requirements identified in Appendix A, the School District Contract Administrator will provide written notification to the Provider regarding the unsatisfactory performance. Upon such notification, the Provider will assess the allegation(s) and discuss it with the Contract Administrator in an effort to achieve resolution of the unsatisfactory performance. If the allegation is founded and a satisfactory resolution to the complaint is unable to be agreed upon by both parties, the School District may give notice of an immediate end to the relationship with the Provider. If any of the Provider's personnel or subcontractors fails to perform the Services in a manner satisfactory to the School District, the Provider shall, upon notice, immediately remove and replace such personnel or subcontractor. If Provider fails to so remove or replace, the School District may bar any such person from access to any School District property or facility and cause replacement with a person or subcontractor of its own choosing, at Provider's expense. The Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for any delay of the work as a result of any such removal or replacement.
- E. Background Check and Medical Examination: By the execution of this Agreement, the Provider warrants that the Provider and any of the Provider's personnel or subcontractors who will or may enter upon School District grounds or facilities, or come into contact with students or School District employees, shall have undergone a criminal background investigation and shall have been determined not to have committed any offense described in 105 ILCS 5/10-21.9(c). Further, Provider warrants that any such personnel or subcontractors shall have submitted to a physical examination and have been determined to be free of any communicable disease, including hepatitis and tuberculosis.



## SECTION 5: CONFIDENTIAL INFORMATION

- A. Confidential Information: The term "Confidential Information" shall mean information in the possession or under the control of the School District relating to the technical, business or corporate affairs of the School District; student records; School District property; and user information, including without limitation, any information pertaining to usage of the School District's computer system, including without limitation, any information obtained from server logs or other records of electronic or machine readable form during the terms and conditions of this Agreement. School District Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Provider from a source other than the School District prior to the time of disclosure of that information to the Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Provider or the School District; or (iv) to have been supplied to the Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the School District to maintain such information in confidence.
- B. No Disclosure of Confidential Information by the Provider: The Provider acknowledges that the firm may, in performing the services for the School District under this Agreement, have access to or be directly or indirectly exposed to confidential information. The Provider shall hold confidential all confidential information and shall not disclose or use such confidential Information without express prior written consent of the School District. The Provider shall use reasonable measures at least as strict as those the Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and independent contractors of the Provider to execute a nondisclosure agreement before obtaining access to confidential information belonging to the School District.
- C. Proprietary Information of Provider: The School District agrees that it will not disclose any proprietary information of the Provider which it may acquire during the term of this Agreement, to any person or entity other than as may be necessary to the performance or administration of the Agreement or as required by law, provided that such information has been expressly identified by the Provider as proprietary information.

## SECTION 6: WARRANTY, INDEMNIFICATION AND INSURANCE

- A. Warranty of Services: The Provider warrants that the Services shall be performed in accordance with the current industry standards of professional practice, care, and diligence exercised by recognized firms and individuals in the performance of services of a similar nature in existence at the time of performance. The Warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the School District.
- B. Indemnification: The Provider shall indemnify, save harmless, and defend the School District, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively, "Claims") that may arise, or be alleged to have arisen, out of or in connection with the Provider's



performance of, or failure to perform, the services or any part thereof, or any failure to meet the representations and warranties set forth in this Agreement.

- C. Insurance: Provider shall, during the term of this Agreement, maintain in effect insurance policies for general comprehensive liability, automobile liability, and professional liability, Contemporaneous with the Provider's execution of this Agreement, the Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the School District, and evidencing minimum insurance coverages and limits of not less than \$1 million/\$3 million for GCL and professional liability and \$100,000/\$300,000 for automobile liability, or as set forth in Appendix C to this Agreement. GCL, auto and professional policies shall provide coverage for "occurrences" during the term of the policy and not for "claims made." All such policies shall name the School District, its officers, trustees, employees, and volunteers as additional insureds. For good cause shown, the School District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the School District may impose in the exercise of its sole discretion. Such certificates and policies shall be with a company acceptable to the School District and from companies with a general rating of A, and a financial size category of Class V or better as listed in Best's Insurance Guide. Such insurance policies shall provide that no material change in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the School District. The Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Provider's expense, the insurance coverages provided above.
- D. No Personal Liability: No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Provider as the result of the execution, of this Agreement.

#### SECTION 7: GENERAL PROVISIONS

- A. Relationship of the Parties: The Provider shall act as an independent contractor in providing and performing the required services. Nothing in or done pursuant to this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and Provider; or (ii) to create any relationship between the School District and any subcontractor of the Provider.
- B. Conflict of Interest: The Provider represents and certifies that, (i) to the best of the Provider's knowledge, no School District employee or agent has an interest in the business of the Provider or this Agreement; (ii) as of the date of this Agreement neither the Provider nor any person employed or associated with the Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iii) neither the Provider nor any person employed by or associated with the Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. No Collusion: The Provider represents and certifies that the Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/1142.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 et seq. The Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the School District prior to the



execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Provider shall be liable to the School District for all loss or damage that the School District may suffer, and this Agreement shall, at the School District's option, be null and void.

- D. Sexual Harassment Policy: The Provider certifies that the firm will be in complete compliance with the School Code of Illinois Sexual Harassment rules and regulations as described in Section 775 ILCS 5/2-105(A)(4) of the School Code.
- E. Termination: Notwithstanding any other provision hereof, the School District or the Provider may terminate this Agreement at any time with 30 days written notice. In the event that this Agreement is so terminated, the Provider shall be paid for services actually performed and approved reimbursable expenses actually incurred, if any, prior to termination, on the basis of the rates set forth in this Agreement. Any unearned portion of any payment shall be returned to the School District within 30 days.
- F. Term: The term of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be the beginning and ending of the School District's fiscal year or as otherwise agreed upon. At the conclusion of this Agreement services of the Provider must be completed or completed at some other date as may be mutually agreed upon. A determination of completion shall not constitute a waiver of any rights or claims, which the School District may have or thereafter acquire with respect to any breach thereof by the Provider.
- G. Default: If it should appear at any time that the Provider has failed or refused to execute, or has delayed in the execution of the services of this Agreement at a rate that assures completion of the services in a timely manner, or has otherwise failed or refused to satisfy the service expectations of this Agreement and fails to take corrective action (Event of Default) within ten business days after the Provider has received written notice of such Event of Default from the School District, then the School District shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. Cures by Provider. The School District may require the Provider, within a reasonable time period to complete or correct all or any part of the services that are the subject of the Event of Default and to take any or all other action necessary to bring the Provider and the Services into compliance with this Agreement.
  2. Termination of Agreement by School District. The School District may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement with the submission of a 30-day written notice of termination to the Provider.
  3. Withholding of Payment by School District. The School District may withhold from any payment, whether or not previously approved, or may recover from the Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the School District as the result of any Event of Default by the Provider or as a result of actions taken by the School District in response to any Event of Default by the Provider.
- I. No Additional Obligation: The Parties acknowledge and agree that the School District is under no obligation under this Agreement or otherwise to negotiate or enter into any other or



additional contracts or agreements with the Provider or with any vendor solicited or recommended by the Provider.

- J. Agreements with Vendors: Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Provider to vendors shall be subject to the approval of the School Board. The School District shall not be liable to any vendor or other third party for any agreements made by the Provider purportedly on behalf of the School District, without the knowledge and approval of the School District.
- K. Mutual Cooperation: The School District agrees to cooperate with the Provider in the performance of the services required under this Agreement, including meeting with the Provider and providing the Provider with such confidential and non-confidential information that the School District may have that may be relevant and helpful to the Provider in the performance of the services. The Provider agrees to cooperate with the School District in the performance of and the completion of the services.
- L. News Releases: The Provider shall not issue any news releases or other public statements regarding services performed under this Agreement without prior approval from the School District.
- M. Ownership: Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, and any other documents, data, or information, in any form, prepared, collected, or received by the Provider in connection with any or all of the services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the School District. At the School District's request, or upon termination of this Agreement, the Provider shall cause the Documents to be promptly delivered to the School District.



## SECTION 8: GENERAL PROVISIONS

- A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. Assignment. This Agreement may not be assigned by the School District or by the Provider without the prior written consent of the other party.
- C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt, (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

Jeremiah Wiencek, Assistant Principal for Student Services  
Contract Administrator  
Oak Park and River Forest  
High School District  
201 N. Scoville  
Oak Park, IL 60302 2296  
Phone: 708 – 434 - 3208  
Fax: 708-434-3921  
E-mail: jbishop@oprfs.org

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

R.W.D. and Associates, Inc.  
847 William Street  
River Forest, IL 60305  
Phone 708 – 217 - 4000



- E. Third Party Beneficiary: No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Provider shall be made or be valid against the School District.
- F. Provisions Severable: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. Time: Time is of the essence in the performance of this Agreement.
- H. Governing Law: This Agreement shall be interpreted according to the internal laws, but not in conflict of laws, rules or regulations of the State of Illinois.
- I. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supercedes any and all previous or contemporaneous oral or written agreements and negotiations between the School District and the Provider with respect to the Services.
- J. Waiver: No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. Appendixes: Appendixes A, B and C, if attached hereto, are incorporated in and made a part of this Agreement. In the event of a conflict between the Appendix and the text of this Agreement, the text of the Agreement shall control.
- L. Rights Cumulative: Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.
- M. Counterparts. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED this 23rd day of June 2011:

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

By \_\_\_\_\_  
Cheryl Witham, Chief Financial Officer

Date \_\_\_\_\_

By \_\_\_\_\_  
Jeremiah Wiencek, Assistant Principal for  
Student Services/Contract Administrator

Date \_\_\_\_\_

By \_\_\_\_\_  
Ronald W. Dibbern, for R.W.D. and  
Associates, Inc/Service Provider

Date \_\_\_\_\_



APPENDIX A  
Description of Work

The Provider is responsible for providing the School District with residency confirmation services for identified students/families as determined by the Registrar's Office in keeping with the laws of the School Code of Illinois. The Provider is also responsible for outcome reports on each student/family investigated. Such services will be provided during the school term, which is the period July 1, 2011 – June 30, 2012.

1. **QUALIFICATIONS.** The Provider shall be a professional with prior experience in residency confirmation work or with experience in law enforcement. Employees of the Provider are expected to conduct themselves with the highest degree of ethical and professional standards.
2. **SUPERVISION:** The Provider is considered to be an independent contractor with the freedom to establish a schedule for completing the required work in a manner that satisfies the regulatory requirements of the School District. The School District shall designate a certified School District administrator, the Assistant Principal for Student Health and Safety, as the contact person for the Provider. Questions related to the required work shall be directed to the Assistant Principal for Student Health and Safety.
3. **DUTIES:** It is hereby agreed and understood that the Provider will perform the following duties:
  - (A) Provide residency confirmation services.
  - (B) Provide written reports and other required documents in a timely manner.
  - (C) Communicate regularly with the Assistant Principal for Student Health and Safety.
4. **HOURS:** There are no required hours under the terms of this Agreement. However, the Provider must have sufficient flexibility so as to assist the School District in meeting the residency confirmation needs of the School District. The Provider must be available during the school term, July 1, 2011 – June 30, 2012.
5. **EQUIPMENT AND SUPPLIES.** Equipment and supplies and any other necessary materials to carry out the duties shall be provided as mutually agreed upon between the School District and the Provider.
6. **SECRETARIAL SERVICES.** The School District shall not provide secretarial services to the Provider. However, the School District will make available appropriate office workspace.
7. **EXCLUSIVE SERVICES.** There is no exclusive right to service between the School District and the Provider.
8. **REFERRAL FOR SERVICE.** The Provider is prohibited from referring residency confirmation cases to other vendors without the expressed written permission of the School District.
9. **ACCESS TO RECORDS.** In accordance with all applicable federal laws and regulations, the School District agrees to give the Provider access to records necessary to facilitate the required work. All needed student records and release of information forms shall remain the property of the School District and shall be held in the strictest confidence.



## APPENDIX B

### Compensation

1. The School District shall pay to the Provider an annual fee of \$49,184 for residency confirmation services.
2. Normal mileage and expenses incurred for travel related to the completion of services required by the terms of this contract will be reimbursed in the amount of \$1,200 annually.



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

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

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: June 23, 2011

RE: Executive Summary for Marching Band Uniform Bid

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**BACKGROUND**

On May 5, 2011, bids were solicited for 125 new marching band uniforms.

In concert with the Band Director, specifications were developed for a uniform that best meets the needs of the band program. Quality of product, functionality of product and value of product were all taken into consideration at this time. Each vendor was required to submit a sample uniform for review and consideration by the Band Director.

**SUMMARY OF FINDINGS**

<b><u>Vendor</u></b>	<b><u>Total Cost</u></b>
The Band Hall	\$34, 250.00
Fred J. Miller	\$34, 312.50
Fruhauf Uniforms	\$34, 337.50
Orefice, Ltd.	\$34, 368.75
The Band Mans	\$35, 268.75

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To award the contract to The Band Hall, the lowest responsible bidder as presented.

ROLL CALL VOTE

AGENDA ITEM IX. J.



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

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

TO: Board of Education  
FROM: Lauren Smith, Director of Human Resources  
DATE: June 23, 2011  
Cc: Dr. Steven Isoye, Superintendent  
RE: M & I Plan Summary

---

**BACKGROUND**

This year the District outsourced its flexible spending services. A RFP was conducted and a vendor was chosen, M&I Benefit Services. The plan became effective 01/2011

**SUMMARY**

Attached for your review and approval is the summary plan document. This document has been reviewed internally and by our attorney.

**Next Steps**

Motion: Move to approve the plan summary document for M&I Benefit Services as presented.

ROLL CALL VOTE

AGENDA ITEM IX. K.



**OAK PARK AND RIVER FOREST  
HIGH SCHOOL DISTRICT 200  
FLEXIBLE BENEFITS PLAN**



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# OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200 FLEXIBLE BENEFITS PLAN

## INTRODUCTION

Effective January 1, 2011, the Employer amends and restates the Plan known as the Oak Park and River Forest High School District 200 Cafeteria Benefit Plan. The Plan shall be known as the Oak Park and River Forest High School District 200 Flexible Benefits Plan (the "Plan").

This document is designed to qualify as a "Cafeteria Plan" within the meaning of Code Section 125, under which an Employee elects to receive benefits under the Plan as included or excludable from the Employee's income under Section 125(a) and other applicable Code Sections. Portions of this document also reflect individual component plans designed to separately qualify as: (1) a Medical Reimbursement Plan under Code Section 105; (2) a Premium Conversion Plan under Code Section 106; and (3) a Dependent Care Assistance Plan under Code Section 129.

## ARTICLE I DEFINITIONS

- 1.1. **"Administrator"** means Oak Park and River Forest High School District 200, or the Committee, individual(s) or School District appointed by the Employer to carry out the administration of the Plan. In the event an Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.
- 1.2. **"Affiliated Employer"** means the Employer and any corporation that is a member of a controlled group of corporations (as defined in Code Section 414{b}) that includes the Employer; any trade or business (whether or not incorporated) that is under common control (as defined in Code Section 414{c}) with the Employer; any organization (whether or not incorporated) that is a member of an affiliated service group (as defined in Code Section 414{m}) that includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).
- 1.3. **"Benefit"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.
- 1.4. **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants, pursuant to Article III, to purchase Benefits. Each dollar contributed to this Plan shall be converted to one Cafeteria Plan Benefit Dollar.
- 1.5. **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.
- 1.6. **"Compensation"** means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any Salary Redirection Agreement reductions authorized here under. Compensation shall include overtime, commissions, and bonuses.



- 1.7 **“Dependent”** means any individual who is a dependent of the Participant as defined in Code Section 152 except that: (a) dependent status shall be determined without regard to subsections (b)(1), (b)(2) and (d)(1)(B) of Section 152; (b) for purposes of accident or health coverage, any child to whom Code Section 152(e) applies (regarding a child of divorced parents, etc, where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the year) is treated as a dependent of both parents; (c) for purposes of accident or health coverage, any adult child to whom Code §152(f)(1) applies is treated as a dependent through the last day of the month following the adult child's 26<sup>th</sup> birthday; and (d) for purposes of the Dependent Care Assistance Program, a dependent means a qualifying individual as defined in Code Section 21(b)(1) with respect to the Participant and in the case of divorced parents, the child shall, as provided in Code Section 21(e)(5), be treated as a qualifying individual of the custodial parent (within the meaning of Code Section 152(e)(3)(a) (or (4)(a) if statute or regulation interprets or corrects the error in the statutory language)), and shall not be treated as a qualifying individual with respect to the non-custodial parent. Notwithstanding the foregoing, the Health Care Reimbursement Plan will provide benefits in accordance with the applicable requirements of any qualified medical child support order, as defined in ERISA 609(a), even if the child does not meet the definition of "dependent".
- 1.8 **“Effective Date”** The plan is amended and restated effective January 1, 2011.
- 1.9 **“Election Period”** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.
- 1.10. **“Eligible Employee”** means an Employee regularly scheduled to work twenty (20) hours per week, who is eligible under the Employer's group health plan, and who has satisfied the provisions of Section 2.1. Occasional or contract employees are not eligible for this benefit.
- 1.11. **“Employee”** means any person who is employed by the Employer, but excludes any person who performs services as an independent contractor and does not include leased employees within the meaning of Code Section 414(n)(2). Any classification, reclassification or other characterization of any such individual as an employee of the Employer, whether as a statutory or common law employee, by a court of law or by action of any federal, state or local governmental agency shall be of no effect on the exclusion of such individual from participation in the plan.
- 1.12. **“Employer”** means Oak Park and River Forest High School District 200 and any affiliated employer that shall adopt this Plan; any successor that shall maintain this Plan; and any predecessor that has maintained this Plan.
- 1.13. **“Employer Contribution”** means the contributions made on behalf of a Participant by the Employer. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the insured or self-funded Benefits established under the Plan pursuant to the Participants' elections made under Article V.



- 1.14. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.15. **"Highly Compensated Employee"** means, for the purposes of determining discrimination, an Employee described in Code Section 414(q) and the Treasury regulations there under.
- 1.16. **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.
- 1.17. **"Insurer"** means any insurance company that underwrites a Benefit under this Plan or, with respect to any self-funded benefits, the Employer.
- 1.18. **"Key Employee"** means an employee defined in Code Section 416(j)(1) and the Treasury regulations there under.
- 1.19. **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.
- 1.20. **"Plan"** means this instrument, including all amendments thereto.
- 1.21. **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
- 1.22. **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the self-funded or insured benefits described in Section 4.1.
- 1.23. **"Premium Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of the Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured or self-funded Benefit is elected, a sub-account shall be established for each type of insured Benefit.
- 1.24. **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the accounts established under the Plan pursuant to the Participants' elections made under this Plan.
- 1.25. **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.



- 1.26. "Spouse" means the legally married husband or wife of a Participant (and who is treated as a spouse under the Code), unless legally separated by court decree.

## **ARTICLE II**

### **PARTICIPATION**

#### **2.1 ELIGIBILITY**

Any Eligible Employee shall be entitled to make an election to participate hereunder upon the first day of employment. Any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

If a former Participant is rehired during the same Plan Year in which termination of employment occurs and the former Participant qualifies as an Eligible Employee, such former Participant shall be eligible for Salary Redirection pursuant to Section 2.6.

#### **2.2 EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee who makes an initial election to participate under Section 5.1 shall become a Participant in the Plan effective as of the date on which such Employee met the requirements of Section 2.1 and returned a properly completed election form.

An Eligible Employee who makes an election to participate under Section 5.2 shall become a Participant in the Plan effective as of the first day of the Plan Year following such election, provided the requirements for participation under Section 5.2 are satisfied during the applicable Election Period.

Notwithstanding the foregoing, an Eligible Employee shall become a Participant with respect to the insured Benefits effective as of the entry date under the Employer's group medical plan.

#### **2.3 APPLICATION TO PARTICIPATE**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and make an election of benefits that the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective beginning on the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.



## 2.4 **TERMINATION OF PARTICIPATION**

A Participant shall cease to be a Participant in this Plan upon the earlier of:

- (a) The expiration of the Plan Year for which the Employee elected to Participate, unless the Participant makes a timely election to continue participation subject to Section 2.3.
- (b) The date on which the Employee ceases to be an employee eligible to participate under Section 2.1 because of retirement, termination of employment subject to provisions of Section 2.6, layoff, reduction in hours subject to Section 2.5, death subject to Section 2.7 or any other reason.
- (c) The date the Participant revokes an election to participate under a circumstance when such change is permitted under the terms of this plan, or
- (d) The termination of this Plan, subject to the provisions of Section 10.2.

Participation under insured Benefits will cease as of the date specified by the specific health insurance plan.

## 2.5 **CHANGE OF EMPLOYMENT STATUS**

If a Participant ceases to be an Eligible Employee because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under the individual health benefits. Without continuation coverage, any balance in the limited Participant's Health Care Reimbursement Plan may be used to reimburse the limited Participant for any allowable Medical Expenses incurred during the portion of the Plan Year during which he was an Eligible Employee (except as otherwise provided in Section 2.6(c)(1)). The limited Participant's Dependent Care Assistance Program balance may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care Expenses incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

## 2.6 **TERMINATION OF EMPLOYMENT**

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Plan shall be governed in accordance with the following:



- (a) With regard to Insurance Benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) With regard to the Dependent Care Assistance Program, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may request reimbursement for any qualified Employment-Related Dependent Care Expenses per Section 7.2(d), incurred during the Participant's coverage period and continuing through the end of the Plan Year in which the termination occurs, based on the level of the Dependent Care Assistance Account as of the date of termination.
- (c) With regard to the Health Care Reimbursement Plan, participation in the Plan shall cease and no further Salary Redirection contributions shall be made. If the Administrator chooses, coverage may be extended beyond the date of termination if done on a uniform and consistent basis. Notwithstanding, the following shall also apply:
  - (1) If the Participant elects to continue participation in the Health Care Reimbursement Plan to the extent required under Code Section 4980B and Section 11.13 of the Plan as set forth herein, the Participant may continue to seek reimbursement from the Health Care Reimbursement Fund based on the elections made prior to the beginning of the Plan Year. However, such contributions after termination of employment shall be with after-tax dollars instead of Salary Redirections.
  - (2) If the Participant does not elect to continue participation in the Health Care Reimbursement Plan for the remainder of the Plan Year in which such termination occurs, participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses incurred through the last day of the month following the date of termination.
  - (3) No Participant will be allowed to continue coverage under Code Section 4980B in accordance to Section 11.13 unless the Participant's maximum unpaid contributions are less than or equal to the Participant's maximum Health Care Reimbursement Plan benefits for the remainder of the Plan Year. Even if a Participant may continue coverage under Code Section 4980B (as stated in Section 11.13 of the Plan) through the application of the preceding sentence, the Participant may not continue such coverage during any subsequent Plan Year.
- (d) In the event a Participant terminates his participation in the Health Care Reimbursement Plan during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits



relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

- (e) This Section shall be applied and administered consistent with such further rights a Participant and his Dependents may acquire pursuant to Code Section 4980B and Section 11.13 of the Plan.

## **2.7 DEATH**

If a Participant dies, his participation in the Plan shall cease. However, such Participant's beneficiaries, or the representative of his estate, may submit claims for any allowable medical expenses incurred during the portion of the Plan Year preceding the Participant's death (except as otherwise provided in Section 2.6(c)(1)), or Employment-Related Dependent Care Expenses incurred during the Plan Year. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Administrator may designate the Participant's Spouse, one of his Dependents or a representative of his estate.

# **ARTICLE III CONTRIBUTIONS TO THE PLAN**

## **3.1 SALARY REDIRECTION**

Benefits under the Plan shall be financed by Salary Redirections sufficient to support the cost of Benefits that a Participant has elected hereunder. The amount of the Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection agreement shall only be applicable from the first day of coverage following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period, and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in work or family status or such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

## **3.2 EMPLOYER CONTRIBUTIONS**

The Employer may, but is not required to, make Employer Contributions to one or more of the Benefit Options under the Plan on behalf of each qualifying Participant. An employee who qualifies for the Employer Contribution, but is not a Participant under the Plan, may be



required to enroll in the Plan at the time of qualification to receive the Employer Contribution as a Participant under the Plan. Enrollment will be performed and Employer Contributions will be provided as set forth in the enrollment materials to the sole discretion of the Employer.

### **3.3 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection and Employer Contribution, if any, to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Care Reimbursement Fund or Dependent Care Assistance Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

### **3.4 PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period. The Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Care Reimbursement Plan, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections are not made on a pro-rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.6(d).

## **ARTICLE IV BENEFITS**

### **4.1 BENEFIT OPTIONS**

Each Participant may elect to have the amount of his Cafeteria Plan Benefit Dollars applied to any one or more of the following optional Benefits:

- (1) Health Care Reimbursement Plan
- (2) Dependent Care Assistance Program
- (3) Cash Benefit (i.e. Compensation that a Participant elected, or was deemed to have elected, to receive as a taxable cash benefit in lieu of other non-taxable benefits available under this Plan.)

In addition, each Participant shall have a sufficient portion of his Cafeteria Plan Benefit Dollars applied to the following insured benefits unless the Participant elects not to receive such benefits:

- (4) Health Insurance Benefit



- (5) Dental Insurance Benefit
- (6) Vision Insurance Benefit
- (7) Group Term Life Insurance

4.2 **HEALTH CARE REIMBURSEMENT PLAN BENEFIT**

Each Participant may elect coverage under the Health Care Reimbursement Plan Option, in which case Article VI shall apply.

4.3 **DEPENDENT CARE ASSISTANCE PROGRAM BENEFIT**

Each Participant may elect coverage under the Dependent Care Assistance Program option, in which case Article VII shall apply.

4.4 **CASH BENEFIT**

If a Participant does not elect any Salary Redirections, such Participant shall be deemed to have chosen the Cash Benefit (or was not deemed to have elected) as his sole Benefit option.

4.5 **HEALTH INSURANCE BENEFIT**

- (a) Each Participant may elect to be covered under the Employer's Health and Hospitalization Insurance Contract for the Participant, his or her spouse, and his or her Dependents. The Employer may select suitable Health and Hospitalization Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (b) The rights and conditions with respect to the benefits payable from such Health and Hospitalization Insurance Contract shall be determined there from, and such Insurance Contract shall be incorporated herein by reference.

4.6 **DENTAL INSURANCE BENEFIT**

- (a) Each Participant may elect to be covered by the Employer's Dental Insurance Contract. The Employer may select suitable Dental Insurance Contracts for use in providing this Dental insurance benefit, for which the policies will provide uniform benefits for all Participants electing this Benefit.
- (b) The rights and conditions with respect to the benefits payable from such Dental Insurance Contract shall be determined there from, and such Dental Insurance Contract shall be incorporated herein by reference.

4.7 **VISION INSURANCE**

- (a) Each Participant may elect to be covered under the Employer's Vision Insurance Contract. The Employer may select suitable Vision Insurance Contracts for use in providing his vision Benefit, for which the policies will provide benefits for all Participants electing this Benefit on a uniform basis.



- (b) The rights and conditions with respect to the Benefits payable from such Vision Insurance Contract shall be determined there from, and such Vision Insurance Contract shall be incorporated herein by reference.

#### 4.8 **GROUP-TERM LIFE INSURANCE BENEFIT**

- (a) Each Participant may elect to be covered by the Employer's Group-Term Life Insurance Contract. However, the amount of coverage hereunder on behalf of any Participant may not exceed \$50,000. The Employer may select suitable Group-Term Life Insurance Contracts for use in providing this group-term life insurance benefit, for which the policies will provide benefits for all Participants electing this Benefit on a uniform basis.
- (b) The rights and conditions with respect to the benefits payable from such Group-Term Life Insurance Contract shall be determined therefrom, and such Group-Term Life Insurance Contract shall be incorporated herein by reference.

#### 4.9 **NONDISCRIMINATION REQUIREMENTS**

- (a) It is the intent of this Plan to provide benefits to a classification of employees that the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Section 125.
- (b) It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits that (without regard to this paragraph) are included in gross income.
- (c) If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has elected the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has elected the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Care Reimbursement Plan Benefits and Dependent Care Assistance Program benefits, and once all these Benefits are expended,



proportionately among insured Benefits. Contributions not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

## ARTICLE V PARTICIPANT ELECTIONS

### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 will have an additional 30 days from the date he or she becomes an Eligible Employee to elect participation in this Plan for all or the remainder of such Plan Year in accordance to Section 2.3. Participation in the Plan shall not be effective until after receipt of the Participant's election pursuant to Section 2.2 and shall be limited to Benefit expenses incurred for the balance of the Plan Year for which the election is made.

If such Eligible Employee fails to make such election or satisfy such requirements within this 30 day initial Election Period, such Eligible Employee will be deemed to have elected not to participate in the Plan for all or the remainder of the Plan Year. Section 5.2 will be applicable with regard to subsequent annual elections to participate in the Plan.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

If a former Participant is rehired to an Eligible Employee position during the same Plan Year in which termination of employment occurred and that Participant's prior coverage was terminated, the following shall apply:

- (a) If the Employee meets an Eligible Employee status within 30 days or less of the termination of employment the Participant shall be reinstated with the same Benefit election such Participant had prior to termination without loss of coverage. Salary Redirection for the Health Care Reimbursement Plan and Dependent Care Assistance Program for the remainder of the Plan Year will be in an amount equal to the prior Benefit Election for the Plan Year less prior Plan Year Benefit contributions subject to the Participant's right to change his Benefit Elections pursuant to Section 5.4.
- (b) If the Employee meets the Eligible Employee status 30 days or more after termination of employment the Participant shall be entitled to make a new Benefit Election in accordance to Section 2.2 and Section 2.3. The new Benefit Election and Salary Redirection for non-insured Benefits for the remainder of the Plan Year may not exceed the difference of the maximum account allowance less the prior Benefit elections for that Plan Year.



## 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant (and each Eligible Employee who elected not to participate in the Plan in the prior Plan Year) shall be given the opportunity to make a Benefit election regarding Plan Benefits for the next Plan Year. The Participant or Eligible Employee must make such an election and satisfy the requirements of Section 2.3 during the Election Period. Any such election shall be effective for any Benefit expenses incurred during the Plan Year, which follow the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Eligible Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, with respect to the Health Care Reimbursement Plan and the Dependent Care Assistance Program, unless such Employee is entitled to make a Change of Election pursuant to Section 5.4.
- (d) Participants with insured benefit coverage shall be automatically enrolled with the same coverage for the subsequent Plan Year unless the Participant elects, during the Election Period, not to participate in the Plan or to change the benefit election for the new Plan Year.

## 5.3 FAILURE TO ELECT

Any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be treated in the following manner:

- (a) With regard to Benefits available under the Plan for which no Premium Expenses apply, such Participant shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for subsequent Plan Year for such Benefits.
- (b) With regard to Benefits available under the Plan that are insured and for which Premium Expenses apply, such Participant shall be deemed to have made the same Benefit elections as then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such insured Benefit options.

## 5.4 CHANGE OF ELECTION



A Participant may change a Benefit election up to five (5) times during the Plan Year to which such election relates and make a new Benefit election with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and consistent with change of election events acceptable under the rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. However, no Participant shall be allowed to reduce an election for Health Care Reimbursement or Dependent Care Assistance Benefits to a point where the annualized contribution for such benefit is less than the amount already reimbursed. Notwithstanding anything herein to the contrary, if the rules and regulations of the Internal Revenue Service, Department of Labor, or any other governmental entity conflict with the terms of the Plan, then the rules and regulations of the Internal Revenue Service, Department of Labor, or other governmental entity shall control.

An election change is considered consistent if the qualifying event affects eligibility under an Employer's Plan, and that same event results in an increase or decrease in the number of family members who may benefit from coverage under the Plan. A new election form must be completed by the Participant and returned to the Plan Administrator within 30 days from the date of the event. The qualifying event must directly affect coverage for the individual the change in election is made for. In addition, if the Participant, Spouse or Dependent gains eligibility for coverage under a family member's plan as a result of a change in marital status or a change in employment status, then a Participant's election change to cease or decrease coverage for that individual corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

The Participant may increase or decrease Group Term Life Insurance coverage if the Participant experiences a change in marital status or a change in employment status of the spouse or a dependent, even though eligibility under the plan is not gained or lost as a result of the event.

Regardless of the consistency requirement, if the Participant, the Participant's spouse, or dependent becomes eligible for continuation coverage under the Employer's group health plans as provided in Code Section 4980B or any similar state law and the Participant retains eligibility under the Cafeteria Plan hereunder, the Participant may use Salary Redirection under this Plan to pay for the continuation coverage.

Any new election shall be effective at such time as the Administrator shall prescribe on a uniform and non-discriminatory basis, but not earlier than the day a new election form is received by the Administrator, notwithstanding special enrollment rights provided for in Code Section 9801(f). For the purposes of this subsection, a change in election shall include the following events or other events permitted by Treasury regulations:



- (a) *Change in Status.* A Participant may change or terminate an actual or deemed election under the Plan upon the occurrence of a Change in Status, but only if such change or termination is made on account of and corresponds with a Change in Status that affects coverage eligibility of a Participant, Participant's Spouse, or Dependent. The Plan Administrator (in its sole discretion) shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming the general consistency requirement is satisfied, a requested change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter an election based on that change.
- (1) Legal Marital Status: Events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;
  - (2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
  - (3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, incurring a significant reduction or increase in hours of employment, or a change in work site. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
  - (4) Dependent Satisfies or Ceases to Satisfy the Eligibility Requirements: An event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance. For the Dependent Care Assistance Program, a dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) qualified as a change in status; and
  - (5) Residency: A change in the place of residence of the Participant, the Participant's Spouse or Dependent allows the Participant to change or drop insured Benefits.



- (b) *HIPAA Special Enrollment Rights.* If a Participant, Spouse, or Dependent is entitled to a special enrollment right under a group health plan, as required by Code Section 9801(f), then the Participant may revoke a prior election for health or accident coverage and make a new election (including salary reduction), provided the election corresponds with such special enrollment rights. A special enrollment right might arise if medical coverage was declined for the Employee, Spouse or Dependent under the group health plan because of outside medical coverage and eligibility for such coverage is subsequently lost due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of the maximum COBRA period, or if a new Dependent is acquired. For purposes of this provision, (1) an election to prospectively add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right; and (2) a HIPAA special enrollment election attributable to the birth or adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days). Effective April 1, 2009, employees and dependents who are eligible but not enrolled may enroll upon the occurrence of an event described in Internal Revenue Code Section 9801(f)(3) (relating generally to certain losses of coverage under Medicaid or state child health plans or eligibility for employment assistance under such plans), but further subject to the limitations set forth in that portion of the Code Section (e.g. timing of request for coverage). This Section 5.2(b) shall be interpreted according to administrative and judicial governmental guidance issued currently or in the future.
- (c) *Certain Judgments, Decrees and Orders.* Notwithstanding subsection (a), if a judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) requires accident or health coverage for a Participant's Dependent child (including a foster child who is a dependent), a Participant may:
- (1) Elect to add or increase coverage if an order requires the Participant to cover a Dependent; or
  - (2) Decrease or cancel coverage for the child if the order requires the Participant's spouse, former spouse or another individual to cover the Dependent, and the Dependent actually becomes covered under the Plan of the spouse, former spouse or other individual.
- (d) *Medicare and Medicaid.* Notwithstanding subsection (a), if a Participant, Spouse or Dependent who is enrolled in an accident or health benefit under this Plan becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act program for distribution of pediatric vaccines), the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to coverage. Furthermore, if the Participant, Spouse, or Dependent entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the health or accident coverage.



- (e) *Change in Cost.* A Participant shall not be permitted to change an election to the Health Care Reimbursement Plan as a result of a change under this subsection.
- (1) *Automatic Decrease or Increase.* If the Participant's share of the premium decreases during a Plan Year or insignificantly increases, then the Salary Redirections under each affected Participant's election shall be retrospectively adjusted to reflect such change. The Plan Administrator will decide, in accordance with prevailing IRS guidance, whether increases in costs are "insignificant" based upon all surrounding facts and circumstance (including, but not limited to, the dollar amount or percentage of the cost change).
  - (2) *Significant Cost Increase.* If the Participant's cost of a benefit package option increases significantly, attributable to action by the Employee or the Employer, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their election and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage. If the increase is deemed to be significant and no other similar coverage is available, the Participant may drop coverage. The Plan Administrator will decide, in accordance with prevailing IRS guidance, which defines similar coverage to be coverage for the same category of benefits for the same individual, whether a substitute Benefit package constitutes "similar coverage" based upon all surrounding facts and circumstances.
  - (3) *Significant Cost Decrease.* If the Participant's cost of a benefit package option decreases significantly during a Plan Year, Employees who had not previously enrolled may enroll and Participants who elected another option providing similar coverage may revoke their current coverage election and elect the option that has decreased in cost since the coverage period commenced if permitted under each respective insured Benefit.
  - (4) *Dependent Care Plan Change in Cost Limitation.* A "change in cost" provision applies to the Dependent Care Assistance Program only if the cost change is imposed by a service provider who is not a "relative" of the Participant by blood or marriage, as defined in Proposed Treas. Reg. Section 1.125-4(f)(2)(iii).
- (f) *Change in Coverage.* A Participant shall not be permitted to change an election to the Health Care Reimbursement Plan as a result of a change under this subsection.
- (1) *Significant Curtailment or Cessation of Coverage.* If the coverage under a Benefit is deemed by the Administrator to be significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage. Accident and health plan coverage is deemed "significantly curtailed" only if there is an overall reduction in coverage, which reduces coverage to all Participants in general. If a significant



curtailment does not result in a loss of coverage, alternate coverage can be elected, but coverage cannot be dropped. If the curtailment results in a loss of coverage, the election can be dropped, but only if no other benefit option for similar coverage is available.

The Plan Administrator will decide, in accordance with prevailing IRS guidance which states that a significant curtailment of coverage includes a significant increase in deductible; significant increase in co-payments; and a significant increase in the out-of-pocket cost sharing amounts under the Plan, whether curtailment is "significant" and whether a substitute benefit option constitutes "similar coverage" based upon all surrounding facts and circumstances. The Plan Administrator will also decide, in accordance with prevailing IRS guidance, what constitutes a "loss of coverage" based on final regulations stating plan sponsors may consider the following events: a substantial decrease in the medical providers available under the option; a reduction in benefits for a specific type of medical condition for which treatment is being received; and any similar fundamental loss of coverage.

- (2) *Addition or Elimination of Benefit Package Option Providing Similar Coverage.* If, during the Plan Year the Plan adds or eliminates a benefit package option or other coverage option, then affected Participants may elect the newly-added option (or elect another option if an option has been eliminated) prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. If the Plan significantly improves a Benefit, Participants who elected other Benefit Options and Employees who are not enrolled, may elect the Benefit if allowed on each respective insured plan. The Plan Administrator will decide, in accordance with prevailing IRS guidance, whether other benefit options constitute "similar coverage" based upon all surrounding facts and circumstances.
- (3) *Change in Coverage of Spouse or Dependent Under Another Employer's Plan.* A Participant may make a prospective election change that corresponds with changes made under any Employer's cafeteria or qualified benefits plan, so long as (a) the Spouse's or Dependent's plan permits the change and the change is permitted under Code Section 125 or (b) the Spouse or Dependent makes the change during an annual enrollment period that occurs in the middle of the Participant's Plan Year. The Plan Administrator will decide, in accordance with prevailing IRS guidance, whether a requested change is on account of and corresponds with a change made under the plan of the Spouse's or Dependent's employer.
- (4) *Loss of Coverage under a Plan Maintained by a Governmental or Educational Institution.* A Participant may add coverage for a Participant, Spouse or Dependent, if the same Participant, Spouse, or Dependent loses coverage under any group health coverage plan sponsored by a governmental or Educational Institution.



A Participant who terminates and is rehired within thirty (30) days shall be deemed to have continued coverage during such period of termination as if he or she was never terminated unless there is another qualifying event. Missing payments shall be made whole during the remainder of the Plan Year. There shall be no coverage loss to the Participant.

A Participant who terminates and is rehired after thirty (30) days shall be able to change elections. The Health Care Reimbursement Plan maximum election for the remainder of the Plan Year will be the difference between the annual maximum less any prior election. The Dependent Care Assistance Program maximum election for the remainder of the Plan Year will be the difference between the annual maximum less any prior contributions. There may be a coverage loss if the Participant did not or was not able to continue under COBRA.

**5.5 "DEPENDENT" FOR PURPOSES OF ARTICLE V**

"For Purposes of Article V of the Plan, the term "Dependent" shall have the meaning given that term by Treas. Reg. 1.125-4(i)(3) or as otherwise provided by the Internal Revenue Service or the Department of the Treasury."

**ARTICLE VI**  
**HEALTH CARE REIMBURSEMENT PLAN**

**6.1 ESTABLISHMENT OF PLAN**

This Health Care Reimbursement Plan is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section 105 and the Treasury regulations there under. Participants who elect to participate in this Health Care Reimbursement Plan may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed under this Health Care Reimbursement Plan shall be periodically paid from amounts allocated to the Health Care Reimbursement Fund. Periodic payments reimbursing Participants from the Health Care Reimbursement Fund shall in no event occur less frequently than monthly.

**6.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

- (a) "Health Care Reimbursement Fund" means the fund established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses may be reimbursed.



- (b) "Health Care Reimbursement Plan" means the plan of benefits contained in this Article, which provides for the reimbursement of eligible Medical Expenses incurred by a Participant or his Dependents.
- (c) "Highly Compensated Participant" means, for the purposes of this Article and determining discrimination under code Section 105 (h), a participant who is:
  - (1) one of the 5 highest paid officers;
  - (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
  - (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).
- (d) "Medical Expenses" means any expense for medical care within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations there under, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. Over-the-counter medicines and drugs are included if prescribed meeting the prescription requirements of applicable state law to treat (or due to) a specific medical condition. However, a Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's spouse or individual policies maintained by the Participant or his spouse or Dependent. Furthermore, a Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).
- (e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Care Reimbursement Plan.

### 6.3 **FORFEITURES**

The amount in the Health Care Reimbursement Fund as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason subject to Section 8.2.

### 6.4 **LIMITATION ON ALLOCATIONS**

Notwithstanding any provision contained in this Article to the contrary or negotiated union contracts to the contrary, the maximum annual Benefit amount that a Participant may elect to receive under the Health Care Reimbursement Plan in any Plan Year shall be \$4,000.00.

### 6.5 **NONDISCRIMINATION REQUIREMENTS**



- (a) It is the intent of this Health Care Reimbursement Plan not to discriminate in violation of the Code and the Treasury regulations there under.
- (b) If the Administrator deems it necessary to avoid discrimination under this Health Care Reimbursement Plan, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Care Reimbursement Fund by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Sections 105 who has elected the second highest contribution to the Health Care Reimbursement Fund for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions that are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

**6.6 COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Care Reimbursement Plan. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Care Reimbursement Plan. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

**6.7 HEALTH CARE REIMBURSEMENT PLAN CLAIMS**

- (a) All Medical Expenses incurred by a Participant, Spouse, or Dependent shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year, (but prior to the date coverage ceases, except as otherwise provided in Section 2.5, 2.6 and 2.7). Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.



- (b) The Administrator shall direct reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Care Reimbursement Fund for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars that have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan sponsored by the Employer, a governmental agency or any other plan covering a Participant and/or his Spouse or Dependents.
- (c) Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the 90-day period (March 31) immediately following the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.
- (d) Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under other health plan coverage and, if reimbursed from the Health Care Reimbursement Fund, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.
- (e) If a Participant fails to accept or cash a claim reimbursement within 120 days after a reimbursement has been issued and the Administrator has made reasonable attempt to reimburse the Participant, the funds shall be considered unclaimed and will be treated as plan forfeitures under Section 6.3 provided that, if a Participant should later renew his or her written request for reimbursement of said amount, the Company shall reimburse such amount to Participant within 90 days of the renewed reimbursement request.

## ARTICLE VII

### DEPENDENT CARE ASSISTANCE PROGRAM

#### 7.1 ESTABLISHMENT OF PROGRAM

This Dependent Care Assistance Program is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed under this Dependent Care Assistance Program



shall be paid from amounts allocated to the Participant's Dependent Care Assistance Account.

## 7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

- (a) "Dependent Care Assistance Account" means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed.
- (b) "Dependent Care Assistance Program" means the program of benefits contained in this Article, which provides for the reimbursement of eligible expenses for the care of the Qualifying Individuals of Participants.
- (c) "Earned Income" means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.
- (d) "Employment-Related Dependent Care Expenses" means the following: services that both (1) related to the care of a Qualifying Individual that enable the Participant and his or her Spouse to remain gainfully employed after the date of participation in the Dependent Care Assistance Account and during the Period of Coverage; and (2) are performed --
  - in the Participant's home; or
  - outside the Participant's home for (1) the care of a Participant's qualifying child who is under age 13; or (2) the care of any other Qualifying Individual who regularly spends at least eight hours per day in the Participant's household. In addition, if the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six individuals not residing at the facility and that receives a fee, payment or grant for such services), then the center must comply with all applicable state and local laws and regulations.

Notwithstanding the foregoing, services provided by the following individuals are excluded and shall not be considered for reimbursement:

- an individual with respect to whom a personal exemption is allowable under Code § 151(c) to a Participant or his or her Spouse;
  - a Participant's Spouse
  - a Participant's child (as defined in Code § 152(f)(1)) who is under 19 years of age at the end of the year in which the expenses were incurred; or
  - a parent of a Participant's under age 13 qualifying child (as defined in Code § 152(a)(1)).
- (e) "Qualifying Individual" means, for Dependent Care Assistance Program purposes,
    - a tax dependent of a Participant as defined in Section 152 who is under the age



of 13 and who is the Participant's qualifying child as defined in Code §152(a)(1);

- a tax dependent of the Participant as defined in Code § 152, but determined without regard to subsections (b)(a), (b)(2), and (d)(1)(B) thereof, who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than one-half of the taxable year; or a Participant's Spouse who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year.

Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code § 21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code § 152(3)) and shall not be treated as a Qualifying Individual with respect to the non-custodial parent.

- (f) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Assistance Program.

### **7.3 DEPENDENT CARE ASSISTANCE ACCOUNTS**

The Administrator shall establish a Dependent Care Assistance Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Assistance Program benefits.

### **7.4 INCREASES IN DEPENDENT CARE ASSISTANCE ACCOUNTS**

A Participant's Dependent Care Assistance Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Assistance Account pursuant to elections made under Article V hereof.

### **7.5 DECREASES IN DEPENDENT CARE ASSISTANCE ACCOUNTS**

A Participant's Dependent Care Assistance Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

### **7.6 ALLOWABLE DEPENDENT CARE ASSISTANCE REIMBURSEMENT**

Subject to limitations contained in Section 7.9 of this Program and to the extent of the amount contained in the Participant's Dependent Care Assistance Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.



**7.7 ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year.

**7.8 FORFEITURES**

The amount in a Participant's Dependent Care Assistance Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan. In such event, the Participant shall have no further claim to such amount for any reason.

**7.9 LIMITATION ON PAYMENTS**

Notwithstanding any provision contained in this Article to the contrary or negotiated union contracts to the contrary, the amounts paid from a Participant's Dependent Care Assistance Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

**7.10 NONDISCRIMINATION REQUIREMENTS**

- (a) It is the intent of this Dependent Care Assistance Program that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Sections 129(d).
- (b) It is the intent of this Dependent Care Assistance Program that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.
- (c) If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Assistance Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Assistance Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this



Section are satisfied. Contributions that are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

**7.11 COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Assistance Program. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Assistance Program. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

**7.12 DEPENDENT CARE ASSISTANCE PROGRAM CLAIMS**

The Administrator shall direct the payment of all such Dependent Care Assistance claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit to the Administrator a statement, which may contain some or all of the following information:

- (a) The Qualifying Individual(s) for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Qualifying Individual for whom such services were performed spends at least eight hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than six individuals (other than individuals residing at the center), and



- (3) the amount of fee paid to the center.
- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, a statement that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attending such institution.
- (i) If a Participant fails to submit a claim within the 90-day period (March 31) immediately following the end of the Plan Year, the Administrator shall not consider those claims for reimbursement.
- (j) If a Participant fails to accept or cash a claim reimbursement within 120 days after a reimbursement has been issued and the Administrator has made reasonable attempts to reimburse the Participant, the funds shall be considered unclaimed and will be treated as plan forfeitures under Section 7.8 provided that, if a Participant should later renew his or her written request for reimbursement of said amount, the Company shall reimburse such amount to the Participant within 90 days of the renewed reimbursement request.

## ARTICLE VIII

### BENEFITS AND RIGHTS

#### 8.1 CLAIM FOR BENEFITS

- (a) Any claim for Benefits underwritten by insured Contracts shall be made in accordance with that specific Benefit plan. If the Benefit is denied, the Participant or beneficiary shall follow the claims review procedures for that insured Benefit. A 'Claim for Benefits' under the Health Care Reimbursement Plan or the Dependent Care Assistance Plan for purposes of triggering ERISA is deemed to have been made when a signed claim request is received by the Plan Administrator or authorized representative from the Participant, beneficiary or authorized representative using a pre-approved form and attaching third-party documentation substantiating health care expenses per Section 6.7 or dependent care expenses per Section 7.12, and such other information as is reasonably necessary to determine the validity of the claim.
- (b) The Administrator shall make a benefit determination within a reasonable time period not longer than 30 days after receipt, unless for matters beyond the control of the Plan Administrator a 15-day extension is required, in which case, the claimant will be notified. A claim for benefits will be deemed incomplete if information necessary to render a full and fair claim determination under the Plan is missing, a notice detailing information necessary to perfect the claim or make it whole shall be



issued to the claimant. The Participant has 45 days after receipt of the incomplete notice to provide such information to the Administrator. The Administrator's time period for making a benefit determination is tolled from the date an incomplete notice is issued to the date the claimant responds.

- (c) If an adverse determination is made regarding a claim for benefits, the claimant shall, in a manner calculated to be understood by the claimant, be notified of:
  - (1) the specific reason(s) for the adverse determination;
  - (2) specific plan provisions on which the determination is based;
  - (3) description of additional materials or information necessary from the claimant to complete the claim;
  - (4) the plan's review or appeal procedures, including time limits and a statement of the claimant's rights to bring civil action under 502(a) of the Act following the appeal.

A Participant shall have 180 days from receipt of an adverse determination to submit written comments, documents or information to support the claim for benefits under Code provisions and Cafeteria Plan and request a review of the determination. If no action is taken, the Participant's ERISA rights of appeal for the claim expire.

- (d) If a Participant makes a written request for an adverse decision appeal in a timely manner, an authorized representative of the Administrator other than the representative or subordinate of the representative making the initial adverse determination shall independently review the claim for benefits and as well as all subsequently submitted materials. The Participant shall be notified of a decision within 60 days. The written decision shall be made in accordance with governing plan documents and where appropriate, Plan provisions that have been applied consistently with respect to similarly situated claimants. If an adverse determination is made, the Administrator shall set forth:
  - (1) the specific reasons for the adverse decision,
  - (2) reference to Plan provision(s) on which the decision is based, and
  - (3) a description of claimant's review or appeal procedures, including time limits, and if applicable, any internal rules, protocol or similar criterion used in making the decision.
  - (4) a statement of the claimant's right to bring suit under ERISA after the appeal.
- (e) Any balance remaining in a Participant's Health Care Reimbursement Plan or Dependent Care Assistance Program at the end of each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a written claim for such Plan Year, which has been denied and is pending; in which event the



amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

**8.2 APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus are generally first used to defray administrative costs and experience losses, but the Administrator may also apply the benefit plan surplus in another manner determined by the Employer that shall not violate the Code, ERISA, or any regulations.

**8.3 NAMED FIDUCIARY**

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation and administration of the Plan.

**8.4 GENERAL FIDUCIARY RESPONSIBILITY**

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

- (a) for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

**8.5 NONASSIGNABILITY OF RIGHTS**

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

**ARTICLE IX  
ADMINISTRATION**



## 9.1 PLAN ADMINISTRATION

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan;
- (f) To approve reimbursement requests and to authorize the payment of benefits; and
- (g) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations there under. Benefits under this Plan will be paid only if the Administrator decides in its discretion that the Participant is entitled to them.

## 9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.



**9.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

**9.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

**9.5 INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X**  
**AMENDMENT OR TERMINATION OF PLAN**

**10.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

**10.2 TERMINATION**

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Care Reimbursement Fund or Dependent Care Assistance Account, but all payments from such Fund shall continue to be made according to the elections in effect until the end of the Plan Year in which the Plan termination occurs (and for a reasonable period of time thereafter, if required for the filing of



claims). Any amounts remaining in any such account as of the end of the Plan Year in which Plan termination occurs shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

## **ARTICLE XI**

### **MISCELLANEOUS**

#### **11.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

#### **11.2 GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

#### **11.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury Regulations there under relating to cafeteria plans.

#### **11.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

#### **11.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

#### **11.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

#### **11.7 NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for Federal or state income tax purposes, or that any other Federal



or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for Federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

**11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold Federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional Federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

**11.9 FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but shall instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

**11.10 GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued there under (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

**11.11 SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

**11.12 CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

**11.13 CONTINUATION OF COVERAGE**



Notwithstanding anything in the Plan to the contrary, in the event any welfare benefit under this Plan, subject to the continuation coverage requirements of Code Section 4980B becomes unavailable, the Participant may be entitled to continuation coverage as prescribed in Code Section 4980B.

#### 11.14 FAMILY AND MEDICAL LEAVE ACT

Notwithstanding any provision in the Plan to the contrary, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (FMLA) and elect to continue coverage(s) while on leave, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's insured and uninsured group health benefits on the same terms and conditions as if the Participant were still active.

If the Participant elects to continue coverage while on leave, he shall enter into a payment agreement with the Employer prior to leave based on the Participant's share of the premium due for the current Plan Year. One or more of the following payment methods may be used:

- with after-tax dollars, by sending monthly payment to the Employer
- with pre-tax salary reduction by pre-paying all or a portion of the coverage contributions during the leave for that Plan Year.
- With pre-tax salary reduction by catching-up on all or a portion of the coverage contributions during the leave for that Plan Year. Salary redirection must be from the same Plan Year as the leave.

If a Participant's coverage ceases while on FMLA leave, the Participant, will be permitted to re-enter the Plan upon return from such leave, however the Participant's annual election prior to the leave will be pro-rated for the period of time during the FMLA when coverage ceased, unless the Participant is entitled to make a new election pursuant to Section 5.4.

#### 11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations there under. Members of the Company's workforce have access to the individually identifiable health information of Plan Participants for administrative functions of the Plan. When this health information is provided from the Plan to the Plan Sponsor, it is Protected Health Information (PHI).

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations restrict the Plan Sponsor's ability to use and disclose PHI. The following HIPAA definition of PHI applies to this plan amendment:

**Protected Health Information.** "Protected Health Information" ("PHI") means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a participant; the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a participant; and information that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected Health Information includes



information of persons living or deceased.

The Plan Sponsor shall have access to PHI from the Plan only as permitted under this plan amendment or as otherwise required or permitted by HIPAA.

**Provision of Protected Health Information to Plan Sponsor**

**(a) Permitted Disclosure of Enrollment/Disenrollment Information**

The Plan (or a health insurance issuer or HMO with respect to the Plan) may disclose to the Plan Sponsor information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

**(b) Permitted Uses and Disclosure of Summary Health Information**

The Plan (or a health insurance issuer or HMO with respect to the Plan) may disclose Summary Health Information to the Plan Sponsor, provided that the Plan Sponsor requests the Summary Health Information for the purpose of (1) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (2) modifying, amending, or terminating the Plan.

***Summary Health Information.*** "Summary Health Information" means information (1) that summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a Health Plan; and (2) from which the information described at 42 CFR § 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR § 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.

**(c) Permitted and Required Uses and Disclosure of Protected Health Information for Plan Administration Purposes**

- (1) Unless otherwise permitted by law, and subject to the conditions of disclosure described in paragraph (d) below and obtaining written certification pursuant to paragraph (d) below, the Plan (or a health insurance issuer or HMO on behalf of the Plan) may disclose PHI to the Plan Sponsor, provided that the Plan Sponsor uses or discloses such PHI only for Plan administration purposes. "Plan administration purposes" means administration functions performed by the Plan Sponsor on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions do not include functions performed by the Plan Sponsor in connection with any other benefit or benefit plan of the Plan Sponsor, and they do not include any employment-related functions.
- (2) Notwithstanding the provisions of this Plan to the contrary, in no event shall the Plan Sponsor be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR § 164.504(f).

**(d) Conditions of Disclosure for Plan Administration Purposes**

Plan Sponsor agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Plan (or a health insurance issuer or HMO on behalf of the Plan), Plan Sponsor shall:



- (1) not use or further disclose the PHI other than as permitted or required by the Plan or as required by law;
- (2) ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to the Plan Sponsor with respect to PHI;
- (3) not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- (4) report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- (5) make available PHI to comply with HIPAA's right to access in accordance with 45 CFR § 164.524;
- (6) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
- (7) make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- (8) make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements;
- (9) if feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) ensure that the adequate separation between Plan and Plan Sponsor (i.e., the "firewall"), required in 45 CFR § 504(f)(2)(iii), is satisfied.
- (11) Plan Sponsor further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the covered entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. Plan Sponsor will report to the Plan any security incident of which it becomes aware. This section is effective April 20, 2006.

**(e) Adequate Separation Between Plan and Plan Sponsor**

- (1) The Plan shall disclose Protected Health Information only to members of the Plan Sponsor's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Plan Sponsor's workforce" shall refer to all employees and other persons under the control of the Plan Sponsor. The Plan Sponsor shall keep an updated list of those authorized to receive Protected Health Information, and shall immediately provide updated lists to the



Administrative Agent upon any change. The initial list is attached to the Business Associate Agreement entered into between the parties.

- (2) An authorized member of the Plan Sponsor's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
- (3) In the event that any member of the Plan Sponsor's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
  - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately, whether there is a pattern of breaches, and the degree of harm caused by the breach;
  - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
  - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
  - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (4) The Plan Sponsor must provide certification to the Plan that it agrees to:
  - (i) not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
  - (ii) ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;
  - (iii) ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that designees have access to electronic PHI;
  - (iv) not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
  - (v) report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
  - (vi) make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
  - (vii) make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
  - (viii) make available the Protected Health Information required to provide an



accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

- (ix) make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (x) if feasible, return or destroy all Protected Health Information received from the Plan that the Plan Sponsor still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (xi) ensure the adequate separation between the Plan and members of the Plan Sponsor's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### **11.16 UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations there under. In accordance with USERRA, Participants shall have the right to continue coverage for themselves and their dependents by making contributions during such service. Participants who do not continue coverage during service shall have elections and benefits restored at the same level and type that were in effect at the time when the USERRA Leave began, as well as any benefits that began during the leave of absence for which the Participant would have reasonably become eligible without any waiting periods or exclusions. The commencement or return from military service may also constitute a "change in status," allowing an employee to make a mid-year change in his or her benefit election.

#### **11.17 QUALIFIED RESERVIST DISTRIBUTIONS**

Notwithstanding any other provision of the Plan to the contrary, a Participant who meets each of the following requirements may elect to receive a distribution of certain funds from his or her account in the Health Care FSA for a Plan Year (Qualified Reservist Distribution or QRD)

- The Participant's contributions to his or her Health Care FSA for the Plan Year as of the date of the request for a QRD exceed the reimbursements he or she has received from his or her Health Care FSA for the Plan year as of that date.
- The Participant is ordered or called to active military duty for a period of at least 180 days or for an indefinite period by reason of being a member of the Army National Guard of the United States, the Army Reserve, the Navy Reserve, the Marine Corps Reserve, the Air National Guard of the United States, the Air Force Reserve, the Coast Guard Reserve, or the Reserve Corps of the Public Health Service.
- The Participant has provided the Administrator (or its designee) with a copy of the order or call to active duty. An order or call to active duty of less than 180 days' duration must be supplemented by subsequent calls or orders to reach a total of 180 or more days.
- The Participant is ordered or called to active military duty on or after January 1, 2010, or his or her period of active duty begins before January 1, 2010 and continues on or after



that date.

- During the period beginning on the date of the order or call to active duty and ending on the last day of the Plan Year during which the order or call occurred, the Participant delivers a written election to the Administrator (or its designee) in such form as the Administrator may prescribe, requesting a QRD.

The Administrator will review all requests for QRDs on a uniform and consistent basis. Requests for QRDs that are approved by the Administrator shall be paid within a reasonable time, not to exceed 60 days after the date of the Participant's request.

The amount of any QRD made under this provision shall be equal to the Participant's contributions to his or her Health Care FSA for the Plan Year as of the date of the request for a QRD, minus the reimbursements he or she has received from his or her health Care FSA for the Plan Year as of that date. Notwithstanding any other provision of the Plan to the contrary, this portion of the Participant's balance may be distributed without regard to whether Medical Care Expenses have been incurred. Any portion of the distribution that is not a reimbursement for substantiated health care expenses will be included in the Participant's gross income and wages.

A Participant who has requested a QRD shall forfeit the right to receive reimbursements for health care expenses incurred during the Plan Year and on or after the date of the distribution request. However, such a Participant may claim reimbursement for health care expenses incurred during the Plan Year (or other Period of Coverage, if applicable) and before the date of the distribution request, even if such claims are submitted after the date of his or her distribution, so long as the total dollar amount of such claims does not exceed the amount of the Participant's election under the Health Care FSA for the Plan Year, less the sum of his or her QRD under this provision and the reimbursements he or she has received from his or her Health Care FSA for the Plan Year.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the amended and restated Oak Park and River Forest High School District 200

Flexible Benefits Plan, Oak Park and River Forest High School District 200 has caused the Plan to be executed in its name and in its behalf.

Dated: \_\_\_\_\_, 2010.

**OAK PARK AND RIVER FOREST  
HIGH SCHOOL DISTRICT 200**

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



WITNESSED BY:

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(Attach Corporate Resolution or Adoption)



## CERTIFICATE OF RESOLUTION

The undersigned Secretary of Board of Education of Oak Park and River Forest High School District 200 (the "School District") hereby certifies that the following resolutions were duly adopted by the Board of Education on \_\_\_\_\_, 2010, and that such resolutions have not been modified or rescinded as of the date hereof:

IT IS RESOLVED, that the Oak Park and River Forest High School District 200 Flexible Benefits Plan (the "Plan"), effective January 1, 2011, is hereby approved and adopted. The proper officers of the School District are hereby authorized and directed to execute said Plan.

IT IS FURTHER RESOLVED, that appropriate officers of the School District shall be instructed to take such actions deemed necessary and proper in order to implement the Plan and to set-up adequate accounting and administrative procedures to provide benefits as provided under the Plan.

IT IS FURTHER RESOLVED, that the proper officers of the Company shall act as soon as possible to notify employees of the Company of the amendments to this Plan by delivering to each employee a Summary Plan Description as presented to this meeting.

IT IS FURTHER RESOLVED, that the School District hereby agrees to indemnify and to hold Marshall & Ilsley Trust Company harmless from and against all claims, expenses (including reasonable attorney fees), liabilities, damages, actions or other charges incurred by or assessed against Marshall & Ilsley Trust Company as a direct or indirect result of anything done or omitted by Marshall & Ilsley Trust Company in reliance upon the directions, or absence of directions, of the Plan Administrator, the School District, or any participant in the Plan or any prior service provider.

The undersigned further certifies that attached hereto, are true copies of the Oak Park and River Forest High School District 200 Flexible Benefits Plan and the Summary Plan Description approved and adopted in the foregoing resolutions.

Dated: \_\_\_\_\_, 2010.

**OAK PARK AND RIVER FOREST HIGH  
SCHOOL DISTRICT 200**

\_\_\_\_\_  
By:  
Title: Secretary



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

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

TO: Board of Education

FROM: Cheryl L. Witham

DATE: June 23, 2011

RE: Reduction of Student Fees for Fiscal Year 2011 - 2012

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**BACKGROUND**

The administration reviewed the student registration fees in light of the change to an Instructional Materials fee. The Administration believes that the technology fee of \$25.00 per student can be eliminated at this point. Although, it may be reintroduced in the future if the need arises. In addition the Freshmen testing fee of \$10 is no longer necessary.

**SUMMARY OF FINDINGS**

<i>Description</i>	<i>Amount 2010</i>	<i>Amount 2011</i>	<i>Amount 2012</i>
<i>Freshman</i>	\$85.00	\$85.00	\$50.00
<i>Sophomore</i>	\$245.00	\$245.00	\$220.00
<i>Juniors</i>	\$60.00	\$60.00	\$35.00
<i>Seniors</i>	\$95.00	\$95.00	\$70.00
<i>Pay to Play</i>	\$50.00	\$55.00	\$55.00

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To approve the reduced fees for the 2011 – 2012 School Year as presented.

ROLL CALL VOTE

AGENDA ITEM IX. L.



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

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

TO: Board of Education

FROM: Cheryl L. Witham, CFO  
Nathaniel Rouse, Principal

DATE: June 23, 2011

RE: Village of Oak Park Student Parking

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**BACKGROUND**

The Village of Oak Park provides parking permits for students around the perimeter of the south playing fields and on South Blvd. Last school year the Village of Oak Park increased the parking rates for students. The proposed rates for non-residents were \$240 and \$160 for residents. The Board of Education elected to pre-purchase all of the 225 permits for \$160 each and to distribute to all students for the same rate regardless of which village they live in. The total cost to pre-purchase the permits was \$36,000. Although the District purchased all 225 permits for \$160 each, it was only able to sell 184 permits for total revenue of \$29,760. The net cost to the District to pre-purchase the permits and provide to the students was \$6,240.

**EXECUTIVE SUMMARY**

For next school year the prices will be \$320 non-resident and \$240 for residents. The Village has offered a pre-payment plan again; all 225 permits may be purchased for \$240 each. The total cost to the District would be \$54,000. If 186 students purchase the permits at \$240 each, the total revenue collected will be \$44,640 for a net cost to the District of \$9,360.

At the Board of Education discussion during the Finance meeting, it was decided to inquire about purchasing less permits. The Village of Oak Park agreed to the purchase of 185 permits at \$240 each. There are 176 parking spots. About 55% of the students purchasing permits last year reside in Oak Park and 45% of the students reside in River Forest.

We recommend that we make purchase of the permits easier for families by allowing on-line purchase of the passes on RevTrack beginning in July. This new procedure will have several benefits: it will eliminate long lines on registration day, ease collection, provide a record of the purchases and it may increase the number of permits sold.

**RECOMMENDATIONS**

MOTION: To pre-purchase 185 student parking permits from the Village of Oak Park.

ROLL CALL VOTE

AGENDA ITEM IX.M.

TEL: (708) 383-0700  
FAX: (708) 434-3910

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

TTY/TDD: (708) 524-5500



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

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

TO: Board of Education

FROM: Cheryl L. Witham, CFO

DATE: June 23, 2011

RE: Gifts

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**BACKGROUND**

All gifts and donations are presented to the Board of Education as received.

**SUMMARY OF FINDINGS**

The following gifts have been received:

- Dr. Danckers, Author and River Forest resident, donated 322 copies of his book Early Chicago. One Hundred copies of the book have been placed in the History division for their History of Chicago class. The remainder will be distributed to the OPRFHS community.
- Mr. Robert Euler donated 7 large aquariums, stands and multiple supplies to the new Biology lab.
- Pro-Tek Mechanical, Inc. donated a commercial grade stainless steel sink and counter.
- The Garden Club of Oak Park and River Forest donated \$2,000 to help underwrite the 'Herban Garden' construction.
- Unilock donated 4 skids of landscaping stones for the construction of the 'Herban Garden' walls.
- Donna Sebestyen donated a 2002 Buick LeSabre to the Auto Shop Class.
- Mr. Bill Sullivan donated a copy of the book 'Look and Lean' in honor of the author Jim Eitheim.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

MOTION: To accept with gratitude the gifts as presented.

ROLL CALL VOTE

AGENDA ITEM XI.A.



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

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

TO: Board of Education

FROM: Lauren Smith, Director of Human Resources

DATE: June 23, 2011

Cc: Dr. Steven Isoye, Superintendent

RE: Personnel Recommendation/Actions

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**BACKGROUND**

The personnel report for June 23, 2011 includes a recommendation for new hires and a resignation.

**SUMMARY**

**New hires:**

- 26 Bookstore Staff Summer Student Workers
- 1 IT Summer Student Technician
- 1 Special Education Life Guard Summer Student Worker
- 2 Library Assistant Summer Student Workers
- 2 Audio Visual Summer Student Workers
- 1 Buildings and Grounds Summer Painter Student Worker
- 77 Summer Camp Student Workers
- 6 Summer Bookstore Employees
- 86 Summer Camp Employees
- 53 Summer School Teachers
- 8 Summer School Staff
- 4 8-9 Connection Summer Staff
- 24 Special Education Paraprofessionals
- 1 .8 FTE Science Teacher

**Resignation:**

- 0.30 FTE Food Services Cashier

**Next Steps**

Motion: Move to approve the Personnel Recommendations as presented.



**Oak Park and River Forest High School District 200 – Board of Education**  
**June 23, 2011**  
**Personnel Report**

***NEW HIRES***

**Certified**

Position	Location	Name	Highest Degree	Years of Exp.	Salary	Effective Date
Science Teacher 0.8 FTE	Science	Kevin McKittrick	BA+15 Step 4	3	\$52,728.00	August 22, 2011

**Non-Affiliated**

Position	Location	Name	Highest Degree	Years of Exp.	Salary	Effective Date
Associate Data Analyst	Data Processing	Karen Ury	Masters	15	\$58,620.60 (prorated from \$60,000.00)	July 11, 2011

***RESIGNATION***

**Food Service**

Termination	Location	Name	Salary/Reason	Effective Date
Cashier	Food Service	Joyce Simiyu	\$9.75 Resignation	June 13, 2011

***SUMMER HIRES***

**Summer School Teaching Staff - 2011**

Last Name	First Name	Stipend
ARRIAGA	FRANCISCO	\$4,900.00
BAYER	MICHELLE	\$4,900.00
BISHOP	JANEL	\$2,851.80
BLACKWELL	MARSHA	\$4,900.00
BORELLI	CARA	\$4,900.00
BROWN	DOUGLAS	\$4,900.00



**Oak Park and River Forest High School District 200 – Board of Education**  
**June 23, 2011**  
**Personnel Report**

CARROW-SEVER	MICHELLE	\$4,900.00
CASSIDY	JAMES	\$4,900.00
CHANG	HELEN	\$4,900.00
CHOI	EU NICE	\$2,450.00
COLQUHOUN	JEREMY	\$4,900.00
CRAFT	DALE	\$10,000.00
DAVIS	BRIAN	\$4,718.52
DE PASQUALE	KATIE	\$4,900.00
DELUCA	ROXANNE	\$4,900.00
DENNIS	JASON	\$1,222.20
DORAME	MICHAEL	\$4,900.00
FAUST	C STAN	\$4,900.00
GALLO	SIMON	\$4,900.00
GIOVANNETTI	LOU	\$4,900.00
HALE	JAMIE	\$4,900.00
HARRINGTON	JENNIFER	\$4,900.00
HILDNER	NAOMI	\$4,900.00
HOWELL	JESSICA	\$181.48
JARVIS	MICHELLE	\$4,900.00
KAHN	RITA	\$4,900.00
KLEINFELDT	DANIEL	\$1,500.00
KLEINFELDT	DANIEL	\$4,900.00
KOSTAL	JOSEPH	\$4,900.00
LEE	LAUREN	\$4,900.00
NUDERA	JAMES	\$2,450.00
O'MALLEY	JOHN	\$4,900.00
PURVIS	DERRICK	\$4,900.00



**Oak Park and River Forest High School District 200 – Board of Education**  
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**Personnel Report**

ROTH	JENNIFER	\$4,900.00
SLOWIK	MIKE	\$2,450.00
TOPF	REGINA	\$4,900.00
VAN HAREN	CHRIS	\$2,450.00
WADE	LEE	\$4,900.00
WALTON	ALISA	\$1,425.90
WARREN	PATTI	\$4,900.00
WEISMAN	NEAL	\$4,900.00
WOLFE	MARC	\$4,900.00
WOODS	MARK	\$4,900.00
WRIGHT	PAUL	\$4,900.00
CARMODY	MICHAEL	\$4,900.00
CURTIS	JOSEPH	\$4,900.00
DONATUCCI	FAWN	\$4,900.00
KENNEDY	MEAGHAN	\$4,900.00
NEUMAN	AMANDA	\$4,900.00
NEUMAN	ANDREA	\$4,900.00
TARRANT	TOM	\$4,900.00
WEBSTER	JAMES	\$4,900.00
YOUNG	WILLIAM	\$2,450.00

**Summer School Non-Teaching Staff - 2011**

<b>Last Name</b>	<b>First Name</b>	<b>Position</b>	<b>Hourly Rate not to exceed Stipend</b>
PLANE	JEFFREY	SECURITY	\$4,376.97
ASBURY	LILLIE	COMPUTER LAB AIDE	\$292.88



**Oak Park and River Forest High School District 200 – Board of Education**  
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**Personnel Report**

CHENEY	PATT	COMPUTER LAB AIDE	\$2,913.18
MOORE	ANDRE	SECURITY	\$3,228.03
SEGAL	MARLENE	LIBR. SUMMER SCHOOL	\$2,096.01
SJOSTROM	MARY ELLEN	SUMMER HEALTH SERVICES	\$4,900.00
STRONG	ALPHONSO	SECURITY	\$3,119.22
WITT	LUPE	LIBR. SUMMER SCHOOL	\$2,678.24

**Bookstore Summer Student Workers**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Effective</b>
Neemah BassiriRad	Bookstore Staff	\$9.50	June 1, 2011
Alysa Levi-D'Ancona	Bookstore Staff	\$8.50	June 1, 2011
Daniel Scherer-Edmunds	Bookstore Staff	\$8.75	June 1, 2011
Stefan Schere-Edmunds	Bookstore Staff	\$8.75	June 1, 2011
Richard Sharpe	Bookstore Staff	\$10.25	June 1, 2011
Jackie Soro	Bookstore Staff	\$8.50	June 1, 2011
Jake Stolz	Bookstore Staff	\$8.75	June 1, 2011
Paul Stolz	Bookstore Staff	\$10.25	June 1, 2011
Zhaleh BassiriRad	Bookstore Staff	\$8.75	June 1, 2011
Allison Gerns	Bookstore Staff	\$8.00	June 1, 2011
Nicole Hutchinson	Bookstore Staff	\$8.00	June 1, 2011
Emily Levi-ED'Ancona	Bookstore Staff	\$8.25	June 1, 2011
Haley Hammond	Bookstore Staff	\$8.00	June 1, 2011
Charlotte Mann	Bookstore Staff	\$8.00	June 1, 2011
Elliot Mertz	Bookstore Staff	\$8.25	June 1, 2011
Quinn Knox	Bookstore Staff	\$8.00	June 1, 2011
Malachy Schrobilgen	Bookstore Staff	\$8.00	June 1, 2011
Camille Scott	Bookstore Staff	\$8.25	June 1, 2011



**Oak Park and River Forest High School District 200 – Board of Education**  
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**Personnel Report**

Kendall Swanson	Bookstore Staff	\$8.00	June 1, 2011
Emma Waterman	Bookstore Staff	\$8.25	June 1, 2011
Kenya Beech	Bookstore Staff	\$7.75	June 20, 2011
Caroline Lippe	Bookstore Staff	\$7.75	June 20, 2011
Allison Macey	Bookstore Staff	\$7.75	June 20, 2011
Anthony Moaton	Bookstore Staff	\$7.75	June 20, 2011
Jackson Todd	Bookstore Staff	\$7.75	June 20, 2011
Caleigh Ryan	Bookstore Staff	\$7.75	June 20, 2011
Steve Compere	Bookstore Staff	\$9.00	May 29, 2011
Christine Knox	Bookstore Staff	\$12.50	May 29, 2011
Andrea Legatzke	Bookstore Staff	\$14.00	May 29, 2011
Leila McGowan	Bookstore Staff	\$14.00	May 29, 2011
Nancy Kelly-Ristau	Bookstore Staff	\$12.50	June 20, 2011
Sharon Jones	Bookstore Staff	\$15.00	May 29, 2011

**8-9 Connection Summer Student Worker**

<b>Last Name</b>	<b>First Name</b>	<b>Rate</b>
Graham	Bria	\$8.25
Smith	Brittany	\$8.25
Murray	Kris	\$8.25
Robinson	Christian	\$8.25
Weinand	Dylan	\$7.75
TUREK	JOHN	\$4,900.00
PENA	EMANNUEL	\$4,900.00
COLUCI	JOHN	\$4,900.00
MC GINNIS	NANCY	\$3,000.00



**Oak Park and River Forest High School District 200 – Board of Education  
June 23, 2011  
Personnel Report**

**IT Summer Student Worker**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Effective</b>
Owen McNallan	IT Technician	\$8.50	June 13, 2011

**Special Education Summer Student Worker**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Effective</b>
Rebecca Robinson	Life Guard	\$7.75	June 15, 2011

**Library Assistant Summer Student Workers**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Effective</b>
Sarah DeHaan	Library Assistant	\$7.75	June 15, 2011
Frank Orphan	Library Assistant	\$7.75	June 15 , 2011

**Audio Visual (AV) Summer Student Workers**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Effective</b>
Victor Wallace	A/V Services	\$7.75	June 15, 2011
Nicholas Jurczak	A/V Services	\$7.75	June 15 , 2011

**Buildings and Grounds Summer Student Worker**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Effective</b>
Jessica Collins	Summer Painter	\$10.75	June 13, 2011



**Oak Park and River Forest High School District 200 – Board of Education**  
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**Personnel Report**

**Summer Camp - Student Workers**

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>CAMP</b>
Deitch	Cody	Soccer
Golz	Drew	Soccer
Golz	Jordan	Soccer
Levy	Josh	Soccer
Neuman	Alex	Soccer
Press	Aaron	Soccer
Zwarcyz	Roman	Soccer
Boblick	Grace	Swim
Brandt	Cameron	Swim
Brennan	Claire	Swim
Connell	Hannah	Swim
Coogan	Allison	Swim
Garrigan	Hannah	Swim
Hallman	Eric	Swim
Halpern	Sammy	Swim
Hullinger	Anna	Swim
Japlon	Olivia	Swim
Pedersen	Kati	Swim
Rees	Maddy	Swim
Silber	Logan	Swim
Stannard	Mary Clare	Swim
Stefanik	Kim	Swim
Verticchio	Andrew	Swim
Vogel	Tom	Swim
Algostino	Levi	Volleyball



**Oak Park and River Forest High School District 200 – Board of Education**  
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**Personnel Report**

August	Ashley	Volleyball
Briner	Jillian	Volleyball
Cousin	Justin	Volleyball
Oldach	Katie	Volleyball
Pope	Laura	Volleyball
Rains	Ben	Volleyball
Carioscio	Mike	Volleyball
Schmidt	Tim	Volleyball
Kristin	Wirtz	Field Hockey
Megan	Rogers	Field Hockey
Kelly	Hart	Field Hockey
Gabi	Klapman	Field Hockey
Olivia	Shagam	Field Hockey
Gaby	Werner	Field Hockey
Sarah	Dorian	Field Hockey
Jenny	Hayes	Field Hockey
Claire	Cekander	Field Hockey
Maggie	Mullins	Field Hockey
Megan	Wynn	Field Hockey
Michelle	Quinn	Field Hockey
Emma	McCall	Field Hockey
Nora	Rogers	Field Hockey
Maggie	Blaha	Basketball
Maeve	Connelly	Basketball
Caroline	Kelty	Basketball
Ashley	Payne	Basketball
Kayla	Nelson	Basketball



**Oak Park and River Forest High School District 200 – Board of Education**  
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Shelby	Cozette	Basketball
Abby	Prescott	Basketball
Stekkara	Hall	Basketball
Dan	Moon	Boys Basketball
Jake	McCarthy	Boys Basketball
Thomas	Ross	Boys Basketball
Khalfani	Millsapp	Boys Basketball
Simmie	Cobb	Boys Basketball
Gabe	Levin	Boys Basketball
Alex	Gustafson	Boys Basketball
Alex	Nesnidal	Boys Basketball
Dylan	Venrus	Boys Basketball
Jakari	Cammon	Boys Basketball
Nick	Kowalczek	Baseball
Jack	Piccihoti	Baseball
Emily	Bacallo	Golf
Peter	Gerahty	Pole Vault
Ross	Brinkman	Water Polo
Audrey	Reardon	Water Polo
Troy	Williams	Water Polo
Sam	Foreman	Cross Country
Stephen	Golz	Boys Lacrosse Camp
Grant	Hall	Boys Lacrosse Camp
Charlie	Prescott	Boys Lacrosse Camp
Jessie	Klugman	Tennis



**Oak Park and River Forest High School District 200 – Board of Education**  
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**Personnel Report**

**Summer Camp Employees**

<b>CAMP</b>	<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>STATUS</b>
BADMINTON	JANE	GRAHAM	OPRF EMPLOYEE
BASEBALL	CHRIS	LEDBETTER	OPRF EMPLOYEE
BASEBALL	WAYNE	WENTE	OPRF EMPLOYEE
BASEBALL	JOE	PARENTI	OPRF EMPLOYEE
BASEBALL	JIM	GEOVANES	OPRF EMPLOYEE
BASKETBALL-BOYS	MATT	MALONEY	OPRF EMPLOYEE
BASKETBALL-BOYS	DENNY	KEIZER	OPRF EMPLOYEE
BASKETBALL-BOYS	MAX	SAKELLARIS	OPRF EMPLOYEE
BASKETBALL-BOYS	QUINN	PETERSON	OPRF EMPLOYEE
BASKETBALL-BOYS	JON	KIRSCH	OPRF EMPLOYEE
BASKETBALL-BOYS	MATT	KELLY	OPRF EMPLOYEE
BASKETBALL-BOYS	BILL	LOHNES	OPRF EMPLOYEE
BASKETBALL-BOYS	ANDRE	HARRIS	OPRF EMPLOYEE
BASKETBALL-GIRLS	BOB	BIGGINS	OPRF EMPLOYEE
BASKETBALL-GIRLS	JAMES	COUGHLIN	OPRF EMPLOYEE
BASKETBALL-GIRLS	JEFF	PLANE	OPRF EMPLOYEE
BASKETBALL-GIRLS	JENNIFER	STINICH	OPRF EMPLOYEE
BASKETBALL-GIRLS	DOUG	HILL	OPRF EMPLOYEE
BASKETBALL-GIRLS	LINDSAY	PIETRZAK	OPRF EMPLOYEE
CHEER	CHRISSY	BATTAGLIA	OPRF EMPLOYEE
CHEER	MELODY	BROWN	OPRF EMPLOYEE
CHEER	CIRONE	MICHALE	NEW
DISTANCE-BOYS	JOSE	SOSA	OPRF EMPLOYEE
DISTANCE-BOYS	ABEL	REYES	OPRF EMPLOYEE
DISTANCE-GIRLS	TOM	TARRANT	OPRF EMPLOYEE
DISTANCE-GIRLS	DANIELLE	DOBIAS	OPRF EMPLOYEE



**Oak Park and River Forest High School District 200 – Board of Education**  
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DISTANCE-GIRLS	FAWN	DONATUCCI	OPRF EMPLOYEE
DIVING	MARK	PAPPALARDO	OPRF EMPLOYEE
FIELD HOCKEY	LAUREN	PRZYBOROWSKI	OPRF EMPLOYEE
FIELD HOCKEY	TRACY	BECK	OPRF EMPLOYEE
FOOTBALL	JOHN	HOERSTER	OPRF EMPLOYEE
FOOTBALL	TIM	HASSO	OPRF EMPLOYEE
FOOTBALL	TODD	BLACK	OPRF EMPLOYEE
FOOTBALL	CHRIS	LEDBETTER	OPRF EMPLOYEE
FOOTBALL	DERRICK	PURVIS	OPRF EMPLOYEE
FOOTBALL	PAUL	COLLINS	OPRF EMPLOYEE
FOOTBALL	JIM	MESSER	OPRF EMPLOYEE
FOOTBALL	EMMANUEL	PENA	OPRF EMPLOYEE
FOOTBALL	AL	ALLEN	OPRF EMPLOYEE
FOOTBALL	JASON	KRADMAN	NEW
FOOTBALL	TIM	FISCHER	NEW
FOOTBALL	RASHAD	SINGLETARY	OPRF EMPLOYEE
FOOTBALL	BILL	LOHNES	OPRF EMPLOYEE
FOOTBALL	KEVEN	ALLEN	OPRF EMPLOYEE
FOOTBALL	STEVE	COGLIANESE	OPRF EMPLOYEE
FOOTBALL	MAX	SAKELLARIS	OPRF EMPLOYEE
GOLF	DOUG	BROWN	OPRF EMPLOYEE
GOLF	PETE	HOSTRAWSER	OPRF EMPLOYEE
GOLF	KIM	BECKER	OPRF EMPLOYEE
LACROSSE-BOYS	DAN	GANSCHOW	OPRF EMPLOYEE
LACROSSE-BOYS	LYLE	SHIRLEY	OPRF EMPLOYEE
LACROSSE-BOYS	JASON	RAAD	OPRF EMPLOYEE
LACROSSE-GIRLS	KATIE	SIMOK	OPRF EMPLOYEE
LACROSSE-GIRLS	KATIE	FEGAN	OPRF EMPLOYEE



**Oak Park and River Forest High School District 200 – Board of Education**  
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LACROSSE-GIRLS	KIT	HAMILTON	OPRF EMPLOYEE
LACROSSE-GIRLS	ALANA	BREEN	OPRF EMPLOYEE
SOCCER-BOYS	PAUL	WRIGHT	OPRF EMPLOYEE
SOCCER-BOYS	PAUL	DALY	OPRF EMPLOYEE
SOCCER-BOYS	ROB	FOX	OPRF EMPLOYEE
SOCCER-BOYS	JULIE	SAPKO	OPRF EMPLOYEE
SOCCER-BOYS	EMILY	STEFFEN	OPRF EMPLOYEE
SOCCER-BOYS	LAUREN	EVERDING	OPRF EMPLOYEE
SOCCER-BOYS	LUIS	PEREZ	OPRF EMPLOYEE
SOCCER-BOYS	AARON	PRESS	OPRF EMPLOYEE
SOCCER-BOYS	DAVE	BERNTHAL	OPRF EMPLOYEE
SOCCER-BOYS	JEAN	CORNER	OPRF EMPLOYEE
SOCCER-GIRLS	IGNACIO	PONCE	OPRF EMPLOYEE
SOCCER-GIRLS	PAM	WHITEHEAD	OPRF EMPLOYEE
SOCCER-GIRLS	RYAN	MULVANEY	OPRF EMPLOYEE
VOLLEYBALL-BOYS	DON	AUGUST	OPRF EMPLOYEE
VOLLEYBALL-BOYS	JAMES	BELL	OPRF EMPLOYEE
VOLLEYBALL-BOYS	EMMANUEL	APOSTLE	OPRF EMPLOYEE
VOLLEYBALL-GIRLS	EMILY	GORA	OPRF EMPLOYEE
VOLLEYBALL-GIRLS	KATIE	PRECHEL	OPRF EMPLOYEE
TENNIS	FRED	GALLUZZO	OPRF EMPLOYEE
TENNIS	JAY	LIND	OPRF EMPLOYEE
TENNIS	JULIE	MCKUNE	NEW
WATER POLO-BOYS	TOM	NICKELS	OPRF EMPLOYEE
WATER POLO-GIRLS	BETH	NICKELS	OPRF EMPLOYEE
WRESTLING	MIKE	POWELL	OPRF EMPLOYEE
WRESTLING	PAUL	COLLINS	OPRF EMPLOYEE
WRESTLING	JIM	MESSER	OPRF EMPLOYEE



**Oak Park and River Forest High School District 200 – Board of Education**  
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WRESTLING	MIKE	BOYD	OPRF EMPLOYEE
POLE VAULT	TIM	GAMBLE	OPRF EMPLOYEE
SWIMMING	PETE	QUINN	OPRF EMPLOYEE
SWIMMING	CHRISTINA	SMITH	OPRF EMPLOYEE

**Summer School - Special Education Paraprofessionals**

<b>Last Name</b>	<b>First Name</b>	<b>Rate</b>
ADELMAN	JON	\$16.90
BARAJAS	ARMANDO	\$14.57
BILLINGSLEY	OLIVIA	\$17.75
BOYD	MIKE	\$14.57
CALLAHAN	KEVIN	\$14.57
CRAFT	TERESA	\$15.69
DRESSEL	BETH	\$16.48
GARITI	BRIAN	\$14.57
GRANZYK	LYNN	\$19.12
HARRIS	ANDRE	\$14.57
KREMIDAS	PATRICIA	\$20.09
LUCAS	CARIN	\$15.29
MCSHANE	ROBERT	\$16.08
MIKUKSKI	ALISHA	\$14.57
NISSSEN	MARY	\$18.19
O'MALLEY	JAMES	\$16.48
ORDMAN	JOE	\$16.90
PALMER	REBECCA	\$14.57
PHELAN	MICHAEL	\$16.48



**Oak Park and River Forest High School District 200 – Board of Education**  
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RITACCO	ELAINE	\$18.19
SAN FILIPPO	VINCE	\$22.18
VAN LIESHOUT	LIZ	\$15.29
WHITE	MEGHAN	\$14.57
WILLIAMS	CURTIS	\$16.08



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

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

TO: Board of Education

FROM: Lauren Smith, Human Resources Director

DATE: June 23, 2011

RE: Report on Faculty Attendance

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**BACKGROUND**

Each June the administration provides the Board of Education with statistical information related to attendance data for members of Faculty Senate. The traditional areas of leave that are represented include sick, personal, professional and jury duty. Absences due to Special Education staffings are not a part of the analysis. However, as a point of reference, there were approximately 1,220 periods covered by faculty for Special Education purposes.

**SUMMARY OF FINDINGS**

The attached document provides attendance data for the 2007 – 2008 school year. In comparison to 2009-2010 2011 overall absences are down 6% (3,397.5 vs 3,3198). The Table below reflects a comparison of the data for 2009-2010 and 2010-2011 with the percent of change. The Table also shows, in terms of number of absences, that the category of sick leave experienced the largest reduction (13%) with the category of Personal Leave experiencing the second largest reduction (4%). Sick time includes time taken for FMLA leaves.

Professional development continues to grows in an effort to ensure that we continue to strengthen our staff's skills and knowledge base.

	2009-2010	2010-2011	% of Change
Sick Leave	1957	1736.5	-13%
Personal Leave	432.5	417.5	-4%
Professional Leave	977	1003	3%
Jury Duty	31	41	24%
<i>Total</i>	3397.5	3198	-6%

**Next Steps**

This is an information item only.

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**MOTION:** Information Item



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

**2010-2011 Faculty Absence Report**  
**Totals for School Year 2010-2011**

Division/Department	Sick <sup>1</sup>	Personal <sup>2</sup>	Professional <sup>3</sup>	Jury Duty	Totals
Business Education	32	14.5	37	--	83.5
Counseling	115.5	23.5	64	--	204
Deans	27.5	7	12.5	1	47
Driver Education	24	9	36	--	69
English	245.5	50	143.5	1	440
Family and Consumer Sciences	3.5	3	2.5	--	9
History	122	45	92.5	12	271.5
ISIT	8	3	13.5	--	24.5
Mathematics	153.5	49	104.5	7	314
Music	5.5	5.5	10	--	21
Physical Education	122.5	33.5	67.5	1	224.5
Science	163	36	120.5	13	332.5
Special Education	307	64.5	168.5	1	541
Theatre/Broadcasting	46	5	16.5	1	68.5
Technology	15	2	15	--	32
Visual Arts	55.5	11	30.5	1	98
World Lang	290.5	56	68.5	3	418
<b>TOTALS</b>	<b>1736.5</b>	<b>417.5</b>	<b>1003</b>	<b>41</b>	<b>3198</b>

1. Sick column includes sick/illness, maternity/paternity FMLA leaves of absence
2. Personal column includes all requests for personal leaves of absence
3. Professional column includes workshops, seminars, conferences, etc., but not IEP staffing absences



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

**2009-2010 Faculty Absence Report**  
**Totals for School Year 2009-2010**

Division/Department	Sick <sup>1</sup>	Personal <sup>2</sup>	Professional <sup>3</sup>	Jury Duty	Totals
Business Education	20	9	46.5	2	77.5
Counseling	176.5	20	45.5	5	247
Deans	23.5	8.5	23	--	55
Driver Education	12	11.5	36	2	61.5
English	288.5	60.5	134	9	492
Family and Consumer Sciences	14.5	4	13	-	31.5
History	231	35.5	94	3	363.5
ISIT	10	8.5	18.5	1	38
Mathematics	275	50.5	81.5	3	410
Music	6.5	1	17	--	24.5
Physical Education)	172.5	37.5	39	--	249
Science	86.5	36.5	120.5	3	246.5
Special Education	407	81.5	174	3	665.5
Speech Arts	6.5	5	12.5	--	24
Technology	4.5	6	12.5	--	23
Visual Arts	19	11.5	30	--	60.5
World Lang	203.5	45.5	79.5	--	328.5
<b>TOTALS</b>	<b>1957</b>	<b>432.5</b>	<b>977</b>	<b>31</b>	<b>3397.5</b>

1. Sick column includes sick/illness, maternity/paternity FMLA leaves of absence
2. Personal column includes all requests for personal leaves of absence
3. Professional column includes workshops, seminars, conferences, etc., but not IEP staffing absences





**Oak Park and River Forest High School  
Athletic Department  
201 North Scoville Avenue  
Oak Park, Illinois 60302**



## MEMORANDUM

Date: May 13, 2011  
To: 2011 Summer Camp Directors  
From: John Stelzer, Athletic Director  
Re: Summer Camp Payroll Information

The amounts below represent the **maximum** amounts you can pay your staff per hour

<u>Category</u>	<u>2008 Amount</u>	<u>2009 Amount</u>	<u>2010 Amount</u>	<u>2011 Amount</u>
Camp Director (a)	\$37.85	\$39	\$39.50	<b>\$39.75</b>
Adult Assistant (b)	\$29.20	\$30	\$30.40	<b>\$30.75</b>
College Student Assistant (b)	\$13.00	\$13	13.25	<b>\$13.50</b>
High School Student Assistant (b)	\$8.70	\$9	\$9.25	<b>\$9.50</b>

- (a) Times the number of hours the camp director is present at the camp and administrative time  
(b) Times the number of hours worked while camp is in session.

**Equipment, Awards, Fees,  
Supplies, Officials**

At Cost

<b><u>Administrative Cost</u></b> (per camp participation)	\$15.00	\$15.00	\$15.00	<b>\$40.00</b>
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**Salary Factors (impacting amounts in summer camp accounts)**

OPRFHS non-certified employee: 16% will be taken out for IMRF & FICA

OPRFHS certified employee: 9.4% taken out for TRS

Not a member of TRS or IMRF (i.e., students): About 8% taken out for FICA

**PAYROLL SHEETS ARE DUE TO THE ATHLETIC OFFICE ON THE FOLLOWING DATES:**

**THURSDAY, JUNE 30**

**THURSDAY JULY 14**

If there any questions, please call me at extension 3000.

"Go Huskies! -- Once you're a Huskie, you're always a Huskie!"

Phone: (708) 434-3600 or (708) 434-3000

FAX: (708) 434-3913



May 26, 2011

The regular Board meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday evening, May 26, 2011, in the Board Room.

**Call to Order** President Millard called the meeting to order at 7:05 p.m. The following Board of Education members were present: Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, Sharon Patchak-Layman, and John Phelan. Also present were: Dr. Steven T. Isoye, Superintendent; Amy Hill, Director of Assessment and Research; Philip M. Prale, Assistant Superintendent for Curriculum & Instruction; Lauren M. Smith, Director of Human Resources; Cheryl L. Witham, Chief Financial Officer and Treasurer; Katrina Vogel and Jack Hendrix, Student Council Board of Education Liaison Representatives; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

**Visitors** The Board of Education welcomed the following visitors: Kay Foran, Director of Community Relations and Communications; OPRFHS faculty and staff, community members, and students: Catherine Rison, Mamie, Andry, Mary & Emily Austin, John Bokum, Jr., Jamil & Ramie Bousaab, Connie Coleman, Jesse & Bill Cornman, John Costopoulos, Terry Dean, Rachel Dranoff, Bill Dwyer of the Pioneer Press, Wendy Epstein, Valerie Fisher, Sue & Jim Gill, Landi Gu, Maria Gutierrez, Dr. Tina Halliman, M. and James Hanley, Sheila Hardin, T. and Will Hardwicke, Nyshie Howrey, Robert Hurst, James Jaworski of the Chicago Tribune, Wyanetta Johnson, Jasmina Jones, Beth and Tom Jozefowicz, Debra Kadin of Patch.com; Paul Keller and Ellen Emery of Ancel Glink, Nancy Leavy, Mike Lennox, Lisa & Cary Lowry, Ben Middleman, R. and Ian Parks, Kristine Raino-Ogden, Terrie Rayburn, Natalie Richardson, John Rigas, Elliott Rouse, Aaron Rowe, Mimi Skapek, Roma Steinke, Bill Sullivan, Norb Teclaw, John Thorne, Dat Tran, Louisa Vasquez, Edward Vaughn, and Lauren Webb.

**Student Recognition** The Board of Education honored the members, their parents, and their coaches as follows:

- Hanna Srajer, placed 4<sup>th</sup> in the Manningham National competition and 2<sup>nd</sup> in the Oak Park Writers' Group's 2011 High School Poetry Contest in the freshman/ sophomore category, and Raven Hogue placed 1st and Sherry Reuter placed 2<sup>nd</sup> and 3rd in its junior/senior category, mentor Peter Kahn;
- Alexandra Frisch, competed in the 3<sup>rd</sup> Annual OPRFHS Shakespeare Monologue Competition, was the Chicago Regional Champion, and performed Cleopatra at the Lincoln Center in New York, mentor James Bell;
- Will Hardwicke and James Hanley participated in the Tournament of Champions Debate Competition at the University of Kentucky, head coach David Gobberdiel and Co-sponsor Jeff Mertz;
- Ben Mildenhall and Greg Ramel, placed 2<sup>nd</sup> in the Junior/Senior Two-Person IHSA State Math competition, Head Coach Sheila Hardin, other coaches Kay Moran, Joe Kostal and Larry Prystalski;
- Northern Illinois Scholastic Press Association awards went to Sydney Wilcox and Abby Vogt for their Trapeze editorial, to Abby Vogt for ad



design, and contributor Rachel Dranoff for editorial cartooning; sponsor Liz Fox;

- Emily Austin, Jesse Cornman, Landi Gu, Tom Jozefowicz, Ian Parks, Aaron Rowe and Luisa Vasquez, Robotic Club students, won 1<sup>st</sup> place in the state at the Exploratory/Engineer Division at Illinois State University's High School Research Symposium and 1<sup>st</sup> place at the Percy Julian Science Symposium, advisors were Dat Tran, President, DatCom Systems, Elliott Rouse, Biomedical Engineer, Northwestern University, Robert Parks, President, Communications Programming, Inc., Norb Teclaw, John Costopoulos, and Bill Grosser; and
- Ramie Bou-Saab, placed 3<sup>rd</sup> in the Midwest Chinese Teachers Alliance's Midwest Chinese Speech Contest, mentor AiLein Hung;

#### **Agenda Changes**

It was the consensus of the Board of Education members to 1) remove Item No. D, Summer Construction, from the consent agenda, and 2) move Human Resources Item A to Executive Session.

#### **Public Comments**

Greg Lowry, 741 Woodbine, Oak Park, is the parent of two high school students, wanted to think that all decisions were made based on best practices, but he had not seen any evidence-based information about the benefits of an open campus. He was not concerned about implementing a change because the majority of schools in the conference closed campuses. He believed that through the combined efforts of the administration, the faculty, and the staff, it could happen and students would get used to it. The impetus for talking about closing the campus originally had to do with the risk of drug and alcohol abuse. An open campus allows this and it allows students to race to get into their cars, rush back to school after lunch. More students are tardy to class after this time. In his opinion, no argument given supported keeping the campus open nor did it override the benefits of a closed campus.

Roma Steinke, Oak Park, thanked the Board of Education for having the courage to address the open campus policy. She reported that she had received an email from an Oak Park father that addressed having an open campus. While she supported a closed campus, his freshman son, an honors student, a musician, and a two-season athlete, did not. Since starting high school, his son has become a regular drug user. While his parents had always monitored his whereabouts and had enforced a weekend curfew, he uses drugs during the week. He started in the fall after realizing that freshmen could walk by security at lunchtime. Drug dealers offered him a sample and before long, he was buying and using drugs. She noted that often athletes are off their high by the time they go to sports practice.

Mimi Skapek, 210 N. Elmwood, Oak Park, thanked the Board of Education for the attention it gave to the open/closed campus issues. She also thanked the Board of Education for facilitating the conversation among different stakeholder groups so that an informed decision could be made. Almost a year ago, the high school brought forward the Illinois Youth Survey Study that indicated that OPRFHS had exceptionally high use of illegal substances. Over the past year, it has become clear to her that the issues reach far beyond those of drugs and alcohol. The school must close the campus, not only to reduce the opportunity, but also to provide a more positive learning environment that meets the mission of OPRFHS. A key goal that has come up in the Policy, Evaluation, and Goals (PEG) meetings is that of positively engaging students during the lunch period. It is not now positive. Ultimately, a healthy lunchtime environment would be established to support the mission of all students, so that all are comfortable eating lunch here. Blueprint reported that, "At the center of the persistent achievement gap are engagement gaps." This is an opportunity to affect positively the



achievement gap during the day, every day. Because the lunch period is 48 minutes in length, it is more vital for the adults to ensure that students are engaged during that time. Implementation is not easy. She attended the PEG meetings and she knew that while there were many issues to address in closing the campus, she believed it was the right thing to do for all students as well as being an opportunity to reach out to those students. She strongly encouraged increasing security and fixing the failed ID system. She applauded the administration's effort in these areas, e.g., security, monitoring doors IDs, etc., and considering the cost. The biggest part will be focusing on the learning environment during the lunch. How can a spot be created that is different from the long tables in the cafeteria? Study groups? These things will take time to develop. She hoped the decision would meet the goal of engaging students positively in the learning environment. If that would require a phase-in, then she suggested the school do that to make this successful.

Wyanetta Johnson, 929 S. Oak Park Avenue, Oak Park, has spoken many times for those who were not happy with the idea of closing the school. She felt the parents should have the right to make a choice for their children. She said that while parents say they would rally for all children, most are really fighting for only their children. She spoke of how well her children and grandchildren were doing at the school and they did not use drugs. She asked the school to stop the fighting.

John Bokum, 629 N. Home, Oak Park, was happy to know that this decision was being made a month earlier than originally thought. He supported closing the campus. Other schools in the West Suburban Conference also have closed campuses. He read that Marge Bristow, who deals with alcohol and drug issues of students at the high school, decided to leave. Considering her caseload, he was surprised that her salary through Thrive was only \$34,000. In the private sector, she would be making three times that amount. When he was campaigning for the Board of Education election, he talked about identifying someone for intervention and prevention and Ms. Bristow indicated she wanted to continue in that way. He hoped the school would find someone to step into that position to address that. He also suggested jamming cell phones internally from 8 a.m. to 3 p.m. to thwart drug deals. He thanked and applauded the Board of Education for moving forward on this.

Jim Gill, 835 N. Kenilworth, Oak Park, is the father of a senior, Lucy Gill, and he opposed closing the campus. While he was sympathetic to any parent having a child with substance problems, he felt collectively, punishing the students who are not using during the day would not answer that issue. He agreed that there seemed to be an engagement gap. Those who have a substance abuse issue have an engagement gap issue. History shows that collective punishment does not work. His biggest concern was that the Board of Education would close the campus without a plan to do so. The Principal has predicted that friction (violence) will increase in the school. To him, closing the campus would be similar to when NCLB was enacted, i.e., a strong directive was given with no clear implementation plan or funding. A clear plan for a safe implementation is necessary.

Bill Sullivan, 624 S. Harvey, Alumni Association, reported that a group of alumni published a 300-page oral biography in tribute to the former head of OPRFHS Theatre Department Jim Eitrheim, who passed recently. The book contains an extraordinary amount of information about the man and the effect that performing and fine arts has had on hundreds of lives. He presented every Board of Education member with a copy



of this book. If there is ever a question about where the heart of the school is, know that the Fine and Performing Arts is the pulse that keeps OPRFHS going.

Lauren Webb and Nyshie Howrey, OPRFHS sophomores, spoke in favor of keeping the campus open otherwise more friction would occur within the building. They also believed that students knew when to say no and it was unfair to punish the students who do not use drugs.

John Rigas, 221 Keystone, River Forest, reiterated that he supported closing the campus. He thought this was a simple decision. He suggested that the Board of Education listen closely to what Mr. Conway had to say about this subject because of his knowledge. He credited Mr. Conway's insight into students at OPRFHS is ahead of everyone else. When Mr. Conway offered his opinion about student behavior, it swayed Mr. Rigas greatly. He is a former police sergeant, police/school resource officer, a leader in the community, and he knows what is right for this community. He thanked him for all service to the community and reiterated that Mr. Conway knew what was occurring with the students.

**Status of FOIA  
Requests**

Dr. Millard reported that five FOIA requests were received and resolved.

**Board of Education  
Comments**

John Phelan directed his comments to the book that Bill Sullivan distributed. He had the opportunity to get an advanced copy and he was touched by the fact that the alumni honored the life of someone who made such a difference to them.

Dr. Lee recognized the board of The Institute of Science Education and Technology for soliciting various corporations to get the money donated for the prizes awarded in the daylong session of presentations at Percy Julian Symposium. It is due primarily to its work over the last fifteen years that this event grew to this point. He thanked Norb Teclaw for his involvement in that organization.

Mr. Finnegan thanked all the communities for voicing their opinions during the discussions on the open and closed campus. He commended Citizens' Council and the various subcommittees for their tireless work to foster knowledge and discussion for the safest environment and improved atmosphere. While ideas have been generated, the role of Citizens' Council had just begun. He commended the faculty and staff for their supervisory time and he asked those who had not done so to do so as well. He commented on the real enthusiasm to fill the need. Whatever decision is made, everyone must be on board to implement it fairly and consistently. He asked those who had commented to be ready to back up their words...

Mr. Conway announced that the Oak Park library would host a photo exhibition on the second floor about the Oak Park Police Department beginning June 1, with a reception planned for that day from 6 to 8:00 p.m.

Mr. Conway read the following letter to the Board of Education stating that he would retire from the Board of Education effective at the end of the May 26 meeting.



“Effective this date, May 26, 2011, at the conclusion of the regular school board meeting of Oak Park and River Forest High School District 200, I, Jacques A. Conway, submit a resignation as a member of the Board of Education.

“I would like to thank the citizens of both villages for electing me twice to serve as an advocate for their children and a voice of reason for our school communities. I have served the public for 33 years, 6 years on this board and it is my hope that I have somehow left behind a distinct and legitimate purpose for having been so called to serve.

“It was important to resign at the beginning of this school year, 2010-2011, due to two very important reasons. The first reason was in February 2010, when myself and thousands other Park National Bank employees were fired by US Bank, after its takeover of Park National Bank. In July of 2010, I was hired as the Executive Director of Teamwork Englewood, New Community Program organization, funded by LISC/McArthur, which operates in the Englewood community and located on the Southside of Chicago. I was one of the original founders of this community organization in 2003, along with Park National Bank and St. Bernard’s Hospital. As a newly hired director of an organization involved leading the way in improving the quality of life of Englewood residents, I knew it would be difficult to be fully engaged in the duties of a Board member for Oak Park and River Forest High School. I was persuaded to remain on the board by my fellow board members with the understanding that there would be numerous day meetings that I would be unable to attend. I agreed with the understanding that after this past election and before the conclusion of this school year, I would resign and allow the Board of Education to fill my position with someone able to be fully engaged and willing to serve on this board. I recommend John Allen to replace me because he is both informed and willing to continue to serve on this board. In addition, after coming in fourth in the last election, his vote total was evident that the public valued his gifts and would approve of his appointment.

“The second reason I must resign is also related to US Bank. My wife and I pledged our primary residence in River Forest and other real estate we own as collateral for a commercial loan on a building located on the Southside of Chicago, our childhood community. This commercial building was purchased by a non-for-profit organization my wife and I started to help bring new job development and commercial business to the community in need of both. The building was originally purchased in cash and a short-term loan was taken out on the property, financed by Park National Bank, for the purpose of building improvements. Several months before Park National Bank was taken over by FDIC and before the paperwork for the new loan was completed and submitted to Park Bank’s owner, US Bank called for full payment of the loan. At the time of the demand for full payment on this loan was made, all of our loans were current. My wife and I were not in a position to write a six-figure check to US Bank. I was then threatened with foreclosure of all of our real estate, including our home. I appealed to the Chairman/CEO of US Bank, Mr. Richard Davis in Minnesota. I asked Mr. Davis how this bank could within several months of firing an employee, and then threaten to make the same unemployed person and his family homeless.

“US Bank responded with a new deal and that included allowing us time to sell all of our real estate holdings, including our River Forest home, at a cost US Bank



would set. We obliged and listed all of our properties. Fearing that my youngest son, an incoming junior at OPRFHS at the time, upon the sale of our home, would have to transfer to a new high school in his senior year, it forced my wife to accept a new position in her field, out of state, and my son was then enrolled in a high school in that same city. This unfortunate but necessary move helped our family, two of which are college students, cope with a very stressful situation.

With all of that said, my family and I decided together that it would be best to resign from this Board of Education.

"In closing, I thank both communities for the faith and trust given to me and my prayers and my heart will also be with Oak Park and River Forest High School."

He also had five suggestions for a better and effective school:

- 1) Require all incoming freshmen to complete applications for three universities or colleges before graduation for the purpose of better understanding the various requirements for entrance into these institutions.
- 2) Require all seniors to serve a predetermined number of community service hours as a requirement for graduation. These hours could be used to tutor their fellow high school students in subjects in which they excel. They could assist the elderly or others in need. The opportunities are numerous and it will teach a life-long-lesson about giving back and not always being on the receiving end. I believe service builds character and teaches what life is truly about.
- 3) Put struggling minority students and other struggling students with teachers who are known as teachers who can teach them. Some teachers are better at that than others are. How are these teachers identified? One way is by self-selection. Another way is by seeking the opinion of minority students who have graduated from OPRFHS. Lastly, look at data. In which classes did black students gain the most? In which classes did black students earn the highest grades relative to their white counterparts?
- 4) Have a supported peer review of teachers. Look at a more robust peer review in comparison to the division head evaluations. Is it too hard to have students do an evaluation of their class and teacher?
- 5) Spend money by rewarding the struggling students with employment, stipends, and/or scholarships, for improving their grades and working to become better students and citizens.

Mr. Conway would be greatly missed, as he has a unique and irreplaceable perspective. Dr. Millard knew of no one who could fill his seat as his judgment is very much respected by the Board of Education as he advocated for students in a very unusual manner. She was grateful to know him.

#### **Student Council**

Ms. Vogel introduced Jack Hendrix who had been elected to serve as the Student Council's liaison to the Board of Education, her replacement. The new officers were elected this past week and they are:

President, Heather Zurowski  
Vice President, Katie Murray  
Board Representative, Jack Hendrix  
Service Project Coordinator, Steven Piper



Secretary/Treasurer, Renee Pedigo  
Public Relations, Justin Atkins

### **Lunch Hour Model**

Dr. Millard reported that the Policy Evaluation and Goal committee agreed that it did not want to the current policy of only freshman remaining in the school during lunch hours to continue and that the Board of Education would decide on an alternative model for next year.

In order to structure the conversation, Ms. Patchak-Layman moved to approve a two-year process for closing the campus:

#### **Phase I.**

1. District 200 will implement a modified closed campus for the 2011-2012 school year. Juniors and seniors with parental permission may be allowed to leave campus at lunchtime.
2. By the tart of 2011-12, District 200 will refine the current security infrastructure to tighten the in/out policy; fix inadequacies of the ID program; implement a monitoring system to know who is in/out of the building at any given time.
3. The administration will increase adult presence in the cafeterias to meet recommended adult to student ratios.

#### **Phase 2**

1. During the 2011-2012 school year, District 200 will plan with students, staff, and faculty to create a lunchtime environment that supports the educational goals of this high school and promotes the social, emotional, and physical health of students. Dollars will be made available for any necessary construction, furnishings, and supplies. Opportunities for faculty and staff to expand connections with students during the lunchtime will be explored and included in the planning process.
2. Implementation of this plan will take place in the 2012-2013 school year.
3. For the 2012-2013 school year, seniors with parental permission may be allowed to leave campus at lunchtime;

seconded by Dr. Lee. Discussion ensued.

In this motion, Ms. Patchak-Layman attempted to address some of the concerns involving the implementation of this model including what would happen next year to students who remained in the building. Parents have an overriding concern to be involved in the decision-making for their own students. The parent has the first and best understanding of their student in addressing issues such as allergies, bullying, etc. She was unwilling to have students come to school without first addressing the cafeteria issue. As long as students had a choice, it was unnecessary to look at the cafeteria. However, it does take on more importance when students do not have the option of leaving for lunch. How can the District accommodate more students wanting to eat in smaller groups? A range of options and opportunities can be explored with the faculty and staff to create an environment in which students will make them want to stay in the building. She wanted more adults in the picture so that what the District is offering is considered positive, not punishment. If the District closes the campus, it would be seen as a punishment because the cafeteria is not worthy of OPRFHS. It needs to be used as a learning environment in order to model behaviors outside of the building.



While Mr. Finnegan thanked her for her thoughtfulness and the detail, he noted that nothing had been included about earned privileges. She responded that the word "may" is a combination of activities. Parental permission is the first component, but if there are reservations about a student leaving campus, it provides an opportunity to have a dialogue with the family about those concerns. Alignment with the Code of Conduct will be necessary. Beginning day one students would start with a clean slate. Mr. Finnegan wanted a conversation with the community about what guidelines should be used to earn off campus privileges. Ms. Patchak-Layman stated that this was a planning document, a work-in-progress, as there are many unanswered questions, e.g., security, etc. When security has been addressed, a new picture will occur and students will want to stay within the building. The District is discussing what would be good to work on within the next couple of years. The planning process would allow the community to be more engaged in possibilities to create a cafeteria and lunchtime environment that students want to partake.

Mr. Conway wanted clarification as to what the Board of Education was trying to accomplish in closing the campus. Citizens have said that the problem is because there is an open campus, e.g., students are involved in illegal activities, etc. The Board of Education says it wants to change the lunch in this building but give permission to leave campus, allowing the students to continue in the way they always have. Is this a safety issue? There are more illegal activities inside the building than outside.

Ms. Patchak-Layman did not believe the District could close the campus and accommodate all the students with the present lunch times. In addition, more security would be needed. The District has the responsibility for students to be able to eat comfortably. Overcrowding now exists and closing the campus with the present situation in cafeteria is untenable and it is unable to be fixed between now and September.

Dr. Millard noted other schools with closed campuses use more than the cafeterias, e.g., music rooms, gyms, empty classrooms, hallways, etc. She trusted the administration to sort through that and do it quickly. The cafeteria was not the key factor that would limit her from supporting a closed campus, with the ultimate goal of closing it to all but seniors.

Dr. Lee addressed Mr. Conway's question about goals. He did not believe the Board of Education could talk about the goals without talking about the concerns expressed by a large numbers of Oak Park and River Forest residents. He did not believe the Board of Education was pursuing a simple set of goals and that was the reason he sent out a questionnaire to 1,000 people with a 25% response rate. What impressed him was the depth of feeling of the respondents on the various sides of the issue. There is parent dissatisfaction and Board of Education dissatisfaction with the current system. The current system says freshmen cannot go out but those that want to can. No one wants to have everyone free to go outside for lunch. He did not leave that as a choice in the questionnaire, but he did leave room for comments. The choices were closing the campus for everyone and then various levels for closing the campus. Of the 250 responses, 100 would choose to close the campus completely (40%) and the other 60% were scattered among various degrees of closing the campus to various groups. He felt all of the respondents expressed their convictions honestly and with a deep conviction. He had not seen scientific that would confirm a connection between confining students



to the campus and things such as drug curtailment, politeness, study habits. Thus, it is about feelings. The primary goal of the Board of Education is to find a way to serve a community whose beliefs are diverse. If the motion that is before the Board of Education passes, it will not satisfy a majority of residents, only the majority of the Board of Education. No other motion would satisfy the majority of the residents in Oak Park & River Forest. The Board of Education has the job of changing the culture to some extent, i.e. the thinking of major segments of the community, which is impossible to do by September. Even creating a plan for that is not possible in that timeframe. He supported Ms. Patchak-Layman's motion because this needs development. He did not believe anyone could change the beliefs and feelings of this large of a group of people with a plan that developed in 2 or 3 months. His involvement in changing behaviors and feelings with large groups of people has shown him that it cannot be done in a short time. While he supported it, as it could be tweaked, he did not want to leave here with the public having the idea that it will work, as it would be setting the Superintendent and Principal up for failure. What would a reasonable punishment be the first time a student violated a rule? Getting students to wear ID's was a big deal and a major change to the culture of OPRFHS. This subject is about a clash of values among OPRFHS and people have to reach compromises in three months.

Dr. Millard met with the person who was the principal of Highland Park when it closed the campus overnight because of a car accident that left a student with serious mental disabilities. Dr. Millard had faith in the administration that it could make the changes soon. She wanted to give the administration that direction and suggested Phase I, #1 and Phase 2.

Ms. Patchak-Layman points hit the heart of why Ms. McCormack supported a closed campus. She wanted to change the mindset of the students who believed that privilege is on the outside rather than the inside the building. Expelled students recognize the privilege of being in the building. The Board of Education must do this right and in a way that serves the students. She felt both freshmen and sophomores should be prohibited from leaving for lunch, acknowledging that parental permissions would require a lot of work. Can the school do this and do it right? She wanted to close the campus positively for students and she had many ideas on that topic.

Dr. Isoye stated that if the Board of Education decided to close the campus next year, the effort would be put into closing the campus, setting up the cafeteria to feed all of the students, change schedules, e.g., split lunch, etc. The activities will evolve over time as it is infused with the culture of the school, e.g., how students are engaged from the time they come to school to the time they leave. It will require the school to shift the culture. The reality of this discussion is about closing the campus and consequently there are logistics that need to be made to make this happen.

Mr. Finnegan stated that it was useful to go back to Mr. Conway's question. Mr. Finnegan has learned through the multiple mornings, evenings and emails from people, comes down to the safety of the students, the learning environment, and a student maturation process. He wanted to see positive impact on each of those issues. He learned that the ID system was not working, it needs to be enforced, and that a door monitoring system needs to be implemented and people need to monitor them. The learning environment is key to everything and it must be impacted positively. With regard to student maturation, it is about earned privileges. He supported juniors and



seniors having this privilege and he also supported only seniors having that privilege, as they need to understand that they are moving outside of the building and into a bigger world overnight. He believed the most difficult system to implement is the earned privilege system. Changing the culture is not something that is done overnight and it has to be implemented by the adults in the building. He was disappointed that the lanyard system has not been enforced and looked to more help from the faculty and staff in that regard.

Mr. Conway noted that it was improper to call a system closed if it allowed juniors and seniors to scan out of the building. He questioned giving parental waivers, as he did not know what would be produced or who would follow up on the waivers. He felt that making the area around the school a "no loitering" zone would alleviate some of the neighborhood problems but he was surprised that the police had not substantiated or denied the reports of what was occurring. How many arrests have been made? How many 911 calls have been received? Allowing juniors and seniors to have the privilege of leaving campus would not address what has been said to occur in the community. The Board of Education will have to address that issue.

Mr. Conway continued that both junior highs require their students stay in the cafeterias and there is no outcry that they are bad places. The cafeterias are only bad when the students get to high school. OPRFHS is a high school, not a college. While his own two boys did not feel it was necessary to leave the building to go out for lunch, his daughter did. She was late for class and had two suspensions because she drove too fast. Would she have had the same problems in a closed campus scenario? This is a safety issue. Until students are at the age of majority, it is responsibility of the high school to make sure they are safe. He was distrustful that all adults would offer privilege in the same way. Closing the campus would allow everyone to be treated in the same way and allow the school will manage the lunch hours the same.

Mr. Phalen felt Mr. Conway's question about the purpose of this discussion would determine the Board of Education's decision. Safety is important to everyone. The original discussion was about substance abuse and had evolved into a discussion of safety. He has heard that the school will be safer and more secure because of the technology that will be in place. It will be important to administer this carefully and not just create another unenforced policy. If a new system does not have the parental consent component, the school will be in a worse spot. The key issue is the IYS and the use of drug and alcohol use by students. The hiring of a substance abuse counselor may address this as well as developing a plan that could include an opt-in drug testing process in order to distinguish between those using and those who are not. A modified lunch hour may give the administration the tools to develop an incentive system to help students remain in good standing. He supported only juniors and seniors being allowed to leave the campus. If parents were unwilling for the students to opt-in for random drug testing, then their children should not be allowed to go off campus for lunch. That will be something that PEG will need to address. The Board of Education does not need to have a closed campus to change the lunchtime activities.

Dr. Millard agreed that safety and security were extremely important. She concurred that the District should work with the Village of Oak Park to get an ordinance that would make it illegal to loiter around the school. The District is trying to create an environment that is safe and stimulating for the students; that they would rather be here somewhere else. She had faith that the administration could create opportunities for



them. She wanted all students to go to college, to become capable, responsible adults. The District has to provide opportunities for them to learn adjustment. She wanted a transitional year, allowing seniors the opportunities to allow them to experience a less restrictive environment just as they would at either a college or vocational school. She applauded Ms. Patchak-Layman's efforts to put this in writing. She would support a two-year process, but she had wanted the exception to be only seniors with parental permission and in good standing. What would be the criteria for a student to be in good standing? Attendance? Tardies? She felt academic criteria should be minimal.

Dr. Lee felt the District could do better than one-size fits all. Many students need to be in a closed campus environment and many students need an open campus environment. He believed that Ms. Patchak-Layman's motion showed that there was disagreement among Board of Education members, except for Phase I, #1. Ms. Patchak-Layman stated that the details would involve infrastructure and the Board of Education's expectations. It will involve working on a plan and the goals over the next two years to create a lunchtime environment that supports the educational goals of this high school.

Mr. Rouse asked if the community would support closing the building overnight, enforcing the wearing of IDs, etc.? He has learned that this community prides itself on being different. The school will have to address safety for everyone and he asked, "Do we want to address safety for everyone? When someone does not receive an incentive, will the Community support it?" The school's Code of Conduct may mean one thing to some parents and another to other parents.

A roll call vote resulted in two ayes and five nays. Ms. Patchak-Layman and Mr. Conway voted aye. Motion failed.

#### **Amendment**

Mr. Phelan moved to amend Phase I, #1 by adding "in good standing as defined by the administration" after the word "seniors" in the second sentence; seconded by Mr. Finnegan. A roll call vote resulted in four ayes and three nays. Ms. McCormack, Ms. Patchak-Layman, and Mr. Conway voted nay. Motion carried.

Ms. McCormack had not supported because she desired having positive ways to change the culture by providing a lunch period that best serves the students and their academic lives.

Discussion ensued. While Mr. Phelan thought that the Board of Education needed to take action on Phase I, No. 1, he had not thought about what the Board of Education would do in the future. The administration would do what it had to do and the Board of Education did not need to be part of the vote. The administration needed the Board of Education's decision on a lunch hour model. He did not want to address any further details.

Ms. Patchak-Layman suggested that one could do Phase I if the mechanisms were in place with security and IDs so that it is known who is and who is not in the building. If that is not present, then it cannot do that. Without the other statements, there are no benchmarks to show the community that this has been addressed. It was noted that the administration would have many things it must do in this modification.

#### **Approval**

Mr. Phelan then moved to approve the statement "District 200 will implement a modified closed campus for the 2011-2012 school year. Juniors and seniors in good



standing as defined by the administration with parental permission may be allowed to leave campus at lunchtime;" seconded by Mr. Finnegan. A roll call vote resulted in 4 ayes and 3 nays. Ms. McCormack, Ms. Patchak-Layman, and Mr. Conway voted nay. Motion carried.

Dr. Millard moved to accept Phase II, No. 3, For the 2012-2013 school year, seniors with parental permission may be allowed to leave campus at lunchtime; seconded by Ms. McCormack.

Ms. McCormack was sad to see the District spend some much time, energy and money on finding ways for students to leave the building during the school day and building a better learning environment. Mr. Phelan opposed, the money, as the money would be spent anyway on the technology to make the building secure, i.e., scanners. His goal is to address the drug and alcohol problem and keep it open for those students who have not caused a problem. He, Mr. Finnegan, and Dr. Lee did not believe that the Board of Education needed to make a decision this year for next year. Mr. Phelan was moved by an African-American female university student's comments that she would not have made it through OPRFHS if she had not been able to get away from bullying. He did not expect that adults would be able to observe all areas of the building all of the time and the school did not need a one-size fits all model. Any parent who wants his/her child of any age can have that. He did not want to penalize other students.

Ms. McCormack's goal was a closed campus, but she understood having a long-term, phase-in goal. The only way for things noted to happen was for the Board of Education to take the next step for a phase in so that the school will take seriously how to affect a positive culture. The goal is to focus on students in the building. Ms. Patchak-Layman's reservation was the wording "in good standing as defined by the administration." That is a conversation with regard to the District's Code of Conduct. Much of the communities' conversation has changed over the past year and the community has challenged the District to think differently. Anytime the District moves to do something without the community, it is a missed opportunity for community contribution.

Dr. Millard believed the current administration has been good at incorporating the wider community in those discussions and she challenged it to incorporate input from a wide variety of stakeholders before defining what it means to be in good standing. She hoped it was not just the IHSA standards.

Dr. Millard did not want to allow just seniors to leave the campus and Ms. McCormack concurred. Thus, she and Ms. McCormack with drew the motion.

Ms. McCormack moved to approve Phase II, #1 as follows: During the 2011-2012 school year, District 200 will plan with students, staff, and faculty to create a lunchtime environment that supports the educational goals of this high school and promotes the social, emotional, and physical health of students; seconded by Mr. Phelan. Discussion ensued.

Dr. Millard thought this was micromanaging the administration. Ms. McCormack disagreed. The Board of Education requires and expects it, it will spend money on it, money that will take away from academics, and it will be difficult to do. Mr. Phelan would support it because more students will be restricted to campus; it is really a broad



policy statement. Mr. Finnegan noted that each of his four boys graduated from OPRFHS and each handled lunch differently. His long-term goal was not to close the campus. He also felt the Board of Education was just giving general direction to the administration.

Dr. Isoye stated that with regard to Phase II and #1, environment and atmosphere, while that links with PBIS, it will help when talking about resources and students to be served. The assumption is that juniors and seniors will have the ability to leave. If in the following year, a change is made later in the year or the campus is closed, he hoped the Board of Education would know that there would be disappointment in the work of the group because it was doing the work in one scope. He suggested that this might be considered in two or three years. There is a framework in Phase I, #1. He wanted to make sure that no one was upset at the administration's work, some of which will be broad brushstrokes.

Dr. Lee had no opposition to the motion on the floor unless it jeopardized his concern. His primary goal is to produce students who are better able to make wise decisions in the area of risky behavior, e.g., drug behavior, alcohol, sexual, treatment of other students, etc., and improve the environment during the hours from 8 a.m. to 3 p.m., not just lunchtime. He opposed the Superintendent funneling resources into that part of the day because of this amendment. Ms. Patchak-Layman stated that what happens during lunch carries over to the rest of the day so she did not look at this as being narrowed to one period of time, but instead carrying over to all other periods. Her observation of the lunchroom was that it was not a welcoming place for adults and she wanted more of them to be involved, not just security. If the District is requiring students to stay in for lunch, then the environment must be better.

A roll call vote resulted in six ayes and one Nay. Dr. Millard voted nay. Motion carried.

No further motions were made.

Dr. Isoye stated that the key component is the Board of Education's direction with regard to a modified closed campus. The administration understands what needs to be done, e.g., security, staffing, cafeteria, etc. Phase 2, I is supported by PBIS. Should the Board of Education decide to close the campus entirely and believe that the school will have everything in place to do so, it may not. He asked the Board of Education to be mindful of that. The school is presently doing things from the social emotional standpoint and it is moving forward regardless of the model chosen. This will be discussed further in terms of the goals at the Board of Education's retreat. Ms. Patchak-Layman felt PBIS was not enough. Students across the board have said they want smaller arrangements, smaller places for eating lunch, quieter places, activities to do, etc. all of which are involved in the actual setting of the lunchroom and activities that go along with it. Mr. Rouse thanked the Board of Education for its direction and echoed Dr. Isoye's sentiments. He also challenged the notion that the cafeteria was not an inviting environment for adults.

At 10:23 a.m., the Board of Education recessed this meeting to move to the Board Room, Room 213 and resumed at 10:35 p.m.



## Principal's report

Mr. Rouse reported the following: the Freshman/Sophomore Honors' Convocation was held Tuesday, May 17, where freshman and sophomore students who had done exceptional work were recognized. Jack Lanenga, who was retiring at the end of the year, provided some powerful words of encouragement to the students. Tuesday, May 24 was the annual Junior/Senior Honor's Convocation, at which time over 146 scholarships were presented to senior students, totaling more than \$186,000 dollars. The District thanked the OPRFHS Scholarship Foundations, the Community Foundation and the direct donors who were extremely generous and made these scholarships available to students. The Scholarship Cup Awards were also presented. This prestigious honor was first awarded in 1915 to the top scholar(s) of each graduating class based on Grade Point Average (GPA) at the end of the seventh semester as well as being an OPRFHS student for five of the seven semesters. This year, 16 Scholarship Awards Recipients were honored and will be on the stage at the June 12 graduation ceremony.

In order to involve more students in the graduation ceremony, commencement speech auditions were held in the Little Theatre on May 24 after school. The Scholarship Cup recipients who were interested in giving the commencement speech at graduation auditioned before their peers. Thus, the seniors who were present had an opportunity to contribute to the selection of the commencement speaker representing the class of 2011. The winner will be announced on May 27.

Mr. Rouse congratulated the retirees and wished them the best of luck in their future endeavors, noting that their institutional knowledge would be a great loss. The Memorial Day Assembly was canceled today due to rain, but was rescheduled for Friday, May 27.

BOOSTER—Ms. McCormack reported that the Boosters Dinner/Auction had been very successful.

Alumni Association—Ms. McCormack reported that the Alumni Association was finishing awards for summer scholarships and working on increasing membership and looking to having participating at the

APPLE—Dr. Lee reported that the main discussion at the last APPLE meeting was about closing the campus.

Citizens' Council—Dr. Isoye reported that Citizens' Council discussed 1) the OPRFHS Food Service department, its new products and its food service preparation and 2) communication with colleges.

Tradition of Excellence—Ms. Patchak-Layman reported that Student Council officers were newly elected and that the Tradition of Excellence meeting was scheduled June 7.

Concert Tour Association (CTA)—Ms. Patchak-Layman reported that CTA was discussing phase 1 of its strategic plan and planning for Phase II.

## Superintendent

Dr. Isoye reported that he attended a joint meeting of the Oak Park & River Forest Council of Governments with the focus on Thrive Counseling Center's work.



Dr. Isoye reported that approximately 84 parents, neighbors/or concerned citizens attended the Special Board meeting on May 4 about lunch hour options; others registered their written opinions. Dr. Isoye reported that on May 5, IMPACT held a forum where presentations were made on drugs and alcohol abuse by law enforcement, judges, counselors, social workers, rehabilitated drug users, and school personnel.

Dr. Isoye, Ms. Patchak-Layman, and participated in the Ethnic Day Parade on May 7.

Dr. Isoye participated in a Community Leadership Program Planning on May 12 and a panel on May 20 with Dr. Roberts, Dr. Hagerman, and Dr. Condon of Districts 97, 90 and Dominican University about educational leadership.

Dr. Isoye attended OPRFHS's Prom on May 14 at the Hyatt on Wacker in Chicago.

Dr. Isoye congratulated the retirees as well, especially Jack Lanenga who was a long-serving administrator and sat at the Board of Education table at one time.

#### **Consent Items**

Dr. Millard moved to approve the consent items as follows:

- the Check Disbursements and Financial Resolutions dated May 26, 2011;
- the Treasurer's Report for March 2011;
- the Monthly Financials for March 2011;
- Award CDW-G the hardware contract;
- Award Ambassador bid for PE shorts and award Authentic Promo the bid for PE shirts;
- Textbooks, as presented; and
- Resolution for Prevailing Wage;

seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

**Summer Construction** Ms. McCormack moved to approve the Summer 2012 Construction plans, as submitted; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

Ms. Patchak-Layman wanted this removed from the Consent Agenda in case there were construction items to add to this list after the vote had been taking about the lunch hour models relative to activities around the lunchroom environment (physical changes, furnishings, or supplies). She felt that consideration might be given to not resurfacing the track or doing the press box renovations at this time as that money might be considered when talking about ideas for the lunchroom environment. She was looking for places for modifications in anticipation of spending dollars for lunchroom environment. Dr. Isoye noted that staffing and equipment to upgrade security cameras and the software would be needed. Ms. Witham reported that Legat Architects would begin to work with the high school on the north end of the building and she would add this to its list and listen to the community about the design and needs of the space and the timeframe. Everything on the present list is life safety: the air handlers are old and the press box needs immediate replacement. OPRFHS is fortunate to have a fund balance, but if the cafeteria needs remodeling the Board of Education may be asked to reduce that fund balance.



<b>Public Hearing</b>	At 10:55 p.m., Ms. McCormack called public hearing on the amendment of the budget for FY 2011. Hearing no oral or written comments, she closed the meeting at 10:56 p.m.
<b>Adoption of Amended Budget FY 2011</b>	Dr. Lee moved to adopt the FY 2011 Amended Budget, as presented; seconded by Dr. Millard. A roll call vote resulted in all ayes. Motion carried.
<b>Acceptance of Gifts</b>	Mr. Finnegan moved to accept with gratitude the gifts and donations, as presented; seconded by Dr. Millard. A roll call vote resulted in all ayes. Motion carried.
<b>School Towel Service Contract</b>	Dr. Millard moved to approve a one-year extension for the 2011-12 school year with National School Towel Service; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.
<b>FAC Model</b>	Mr. Finnegan moved to approve the recommended changes by FAC to the composition of the Quality Review Committees and the manner in which members are chosen; seconded by Mr. Phelan. A roll call vote resulted in all ayes. Motion carried.  The intent of the amendment to the FAC model was to give the committees gathering information as much leeway as possible in order to have free conversations, etc. No limitations should be placed on the sharing of information. The QRC will determine if the recommendations would be in its final report.
<b>Certified/Non-Certified Proposed FTE Summary</b>	Mr. Finnegan moved to approve the proposed FTE for 2011/12, as presented, noting the exceptions, as presented; seconded by Mr. Phelan. A roll call vote resulted in all ayes. Motion carried.  The Board of Education will be asked to approve funding of safety and security lunchroom positions should things change. Ms. Patchak-Layman requested a head count for FTE as well.
<b>Ratification of CPA Contract</b>	This item was removed from the agenda.
<b>Minutes</b>	Dr. Millard moved to approve the open and closed session minutes of April 26, 28, May 4, and 17, 2011 and declared that the Audiotapes of the closed sessions in August 2009 shall be destroyed; seconded by Mr. Finnegan. A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay.
<b>TIF Indemnification</b>	Dr. Millard moved to approve the TIF Indemnification Agreement for John Allen, as presented; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.
<b>Non-agenda Items</b>	Dr. Millard noted that Mr. Conway would be formally recognized for leaving a legacy at OPRFHS at the beginning of its regular June meeting and that he was leaving a legacy.
<b>Closed Session</b>	At 10:08 p.m., Dr. Millard moved to enter closed session for the purpose of Litigation, The appointment, employment, compensation, discipline, performance,



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

**Personnel  
Recommendations**

Dr. Millard moved to approve the personnel recommendations, as presented; seconded by Mr. Finnegan. A roll call vote resulted in five ayes and one nay. Ms. Patchak-Layman voted nay and Mr. Conway had departed. Motion carried.

**Adjournment**

At 1: 20 a.m. on Thursday, May 26, 2011, Dr. Lee moved to adjourn the Board of Education meeting; seconded by Ms. McCormack. A roll call vote resulted in six ayes. Mr. Allen had departed. Motion carried.

Amy McCormack  
Secretary

By Gail Kalmerton  
Clerk of the Board



May 31, 2011

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Tuesday, May 31, 2011, in the Board Room of the high school.

- Call to Order** President Millard called the meeting to order at 7:05 a.m. A roll call indicated the following members were present: Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, John Phelan, and Sharon Patchak-Layman. Also present was Dr. Steven T. Isoye, Superintendent; Cheryl L. Witham, Chief Financial Officer and Treasurer; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.
- Visitors** Lauren M. Smith, Director of Human Resources (arrived at 7:30 and departed at 7:40 a.m.)
- Board Vacancy** Discussion ensued about the how the Board of Education would proceed in filling the vacancy due to the retirement of Jacques A. Conway, who submitted his resignation letter on May 26, 2011. The Board of Education has 45 days in which to fill a vacancy per *The School Code of Illinois*. It was the consensus of the majority of the Board of Education members to make a public announcement of this vacancy so that it is a fair and transparent process. Anyone interested in filling this vacancy should submit a letter of interest to the Clerk of the Board, Gail Kalmerton, by 5:00 p.m. on June 15, 2011. A Special Board meeting will be held on June 18, 2011, in closed session, to consider those who had submitted a letter. The vote on the appointment will take place at the regular June 23, 2011 Board of Education meeting.
- Anyone interested may want to attend the Special meeting on June 16 at 5:00 p.m. to hear the Board of Education's discussion on goals and time management.
- Closed Session** At 7:40 a.m., Dr. Millard moved to enter to closed session for the purpose of discussing Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11); and the selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the District is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(2); seconded by Mr. Finnegan.



Ms. Patchak-Layman objected to going into closed session to talk about the selection of a person to fill a public office.

A roll call vote resulted in five ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

At 8:26 a.m., the Board of Education resumed its open session.

**Adjournment**

At 8:27 a.m. on Tuesday, May 31, 2011, Dr. Millard moved to adjourn the Special Board Meeting; seconded by Mr. Finnegan. A voice vote resulted in all ayes. Motion carried.

Amy McCormack  
Secretary

By: Gail Kalmerton  
Clerk of the Board



A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Tuesday, June 14, 2011, in the Board Room of the high school.

- Call to Order** President Millard called the meeting to order at 9:23 a.m. A roll call indicated the following members were present: Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, Sharon Patchak-Layman, and John Phelan. Also present was Dr. Steven T. Isoye, Superintendent; Cheryl L. Witham, Chief Financial Officer and Treasurer; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.
- Visitors** Kay Foran, Communications and Community Relations Director; Gary Cuneen, executive director of Seven Generations Ahead; John Allen and Valerie Fisher, educational consultants; and Paul Keller of Ancel Glink; and Deb Kadin of patch.com.
- PlanItGreen** Dr. Millard moved to approve the PlanItGreen Resolution, as presented (attached to and made a part of the minutes of this meeting); seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.
- Incorporated in 2001, the mission of Seven Generations Ahead (SGA) is to promote the development of ecologically sustainable and healthy communities. Seven Generations Ahead's strength is in outlining how to build, proactively, green communities – not solely responding to environmental crises. SGA advocates for local community solutions to global environmental issues, and promotes clean, renewable energy; eco-effective materials and products; intelligent, sustainable building design; local, sustainable food; zero waste; and strategies designed to create ecologically effective communities.
- PlanItGreen is part of the OPRF Community Foundation's *Communityworks* initiative, which is designed to engage community residents and stakeholder organizations in realizing a vision for a sustainable Oak Park and River Forest. Community Works is initially focusing on three core areas: Environmental Sustainability; Success for All Youth; and Leadership Development.
- PlanItGreen is the cornerstone of *Communityworks* Environmental Sustainability efforts. The Vision Plan will incorporate Phase One baseline metrics on community resource use, initially including data on KWH and Therm usage, water consumption, waste diversion, transportation-related emissions, air quality, and overall CO2 emissions equivalencies.
- Community residents, youth, institutional stakeholders, and community leaders were engaged in designing a draft of the sustainability plan. Through surveys, community input forums, topic area working groups, school-based vision activities, and additional community institution engagement activities, both communities developed strategies across a broad range of sustainability areas, including energy, community development, transportation, waste, food, water,



procurement, economic development, open space/conservation, and education. The strategies will combine with goals and projected goal targets to result in a final draft plan during Phase Two.

All taxing bodies in the Oak Park and River Forest, including the park districts, libraries, school districts, universities and the township, have been asked to support the general goals and thrust and the impetus of the plan, not every strategy, but a general endorsement and support of the plan, meaning that they are interested in gaining greater efficiencies and go after additional resources to implement beneficial strategies that will not only be good for the environment, but the institute cost savings.

Mr. Cuneen stated that the biggest user of energy was residential. PlanItGreen focuses on the major individual users of energy in the community. With regard to waste reduction, the long-term goal is to divert 62% of the waste for landfill. PlanItGreen also acknowledges students as stakeholders and works with student environmental clubs, etc.

**Closed Session**

At 9: 39 a.m., Dr. Millard moved to enter to closed session for the purpose of discussing Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11); The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA.93—57; and Collective negotiating matters between the District and its employees or their representatives or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2); seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

At 12:14 p.m., the Board of Education resumed its open session.

**Check Distribution**

Dr. Millard moved to approval the Check Distribution List dated June 14, 2011, as presented (attached to and made a part of the minutes of this meeting); seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

**Abatement Project Agreement**

Mr. Finnegan moved to approve the Abatement Project Agreement, as presented; seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

While Dr. Lee supported the motion, he objected strongly to mandated asbestos removal.

**Personnel Recommendations**

Dr. Millard moved to approve the Personnel Recommendations, as presented; Dr. Lee seconded by. A roll call vote resulted in all ayes. Motion carried.



**Ratification of  
CPA Contract**

This agenda was removed from the agenda.

**Modified Campus  
Update**

Mr. Rouse provided the Board of Education with the areas in which staff is working on with regard to the modified lunch hour options that the Board of Education approved at its May 26 meeting and included Juniors and seniors in good standing as defined by the administration, who obtain parental permission, may be allowed to leave campus at lunch. They are currently considering conditions, resources, supervision, eligibility management/monitoring, logistical considerations, and a communication plan.

Mr. Rouse is hosting weekly meetings with individuals relative to the above, e.g., Robert Zummallen, Ms. Witham, deans, director of security, Ms. Piekarski, etc. to develop the framework. Next year, planning will occur with students, staff, and faculty to create a lunchtime environment that supports the educational goals of the high school and promotes social, emotional, and physical health of students. While many ideas are being considered with regarding to the areas noted above, no recommendations are yet being brought forth. Any changes to the Code of Conduct to accommodate these changes will be included an addendum and provided to families in August. Ms. Patchak-Layman suggested inviting members of other members of security and food service to the weekly discussions because of their on-hands experience. She also suggested adults be allowed/encouraged to eat in the student cafeterias as any adult is security in of itself.

Dr. Lee hoped that Dr. Isoye would find a way to keep of log of both the positive and negative aspects of this process so that it can be evaluated in two or three years.

**Adjournment**

At 12:45 p.m. on Tuesday, June 14, 2011, Dr. Millard moved to adjourn the Special Board Meeting; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

Amy McCormack  
Secretary

By Gail Kalmerton  
Clerk of the Board



June 16, 2011

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday, June 16, 2011, in the Board Room of the high school.

**Call to Order**

President Millard called the meeting to order at 5:13 p.m. A roll call indicated the following members were present: Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, Sharon Patchak-Layman, and John Phelan. Also present was Dr. Steven T. Isoye, Superintendent and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.

**Visitors**

Dr. Allan Alson, educational consultant and Cheryl Witham, Chief Financial Officer.

**Board Retreat**

Dr. Alson received consensus of the meeting's objectives:

- 1) Determine Board goals for 2012
- 2) Reach agreement on format and schedule of Board meetings, work-study sessions, and committee meetings
- 3) Develop preliminary plan for substance & timing of next retreat
- 4) Develop the framework for the next retreat and perhaps address the achievement gap.

Dr. Isoye presented the Board of Education with a list of items that DLT had accomplished this year relative to the Board of Education's goals. Dr. Isoye provided this list to inform the Board of Education of all the behind-the-scenes activities that had taken place. The administration has responsibilities to the public, to the State of Illinois, and to the Board of Education. Ms. Patchak-Layman saw these items as being programs that were being improved or new programs and their evaluation models would differ. If it one were part of the District's goals, measurables should be in place to determine whether it met the goal. Mr. Finnegan appreciated the list and was excited to see the buy-in on some of the things listed. He was impressed that Dr. Isoye had been able to bring so many parts of the school community together. Dr. Lee cautioned that the Board of Education would have to determine which things require attention and which things will have to be discontinued because of time and costs.

Dr. Alson appreciated everyone's comments and noted that the Board of Education has an obligation over time to create sharper, more focused goals about what it is trying to achieve with expectations for the administration to build the strategies to accomplish the goals. Having a list of items that contributed or was intended to contribute to the goals is helpful. The Board of Education has to determine 1) what is effective in achieving a goal, 2) the direction in advance for the administration, and 3) the strategies to try. He



concurrent with the sentiment about the list and noted that it did not indicate what items were more valuable than others are.

Dr. Alson asked the Board of Education to review the focus of goals developed at the February retreat as noted below and asked for additional comments.

- Policy Manual
- Strategic planning
- Equity achievement goal
- Discipline & Relation to Academics
- Scorecard/Dashboard
- Teacher/Administrator Evaluation Instruments (Accountability)

Ms. Patchak-Layman was concerned that discipline was handled in one area and academics in another. Thus, academic instruction is not at the forefront when a student receives a discipline consequence. She was also concerned about how students learn behaviors, a part of the critical thinking on social emotional issues mandated by the state. Mr. Finnegan asked if the District knew who received referrals or suspensions, e.g., boys, girls, grades, race, teachers, etc.? What data needs to be collected to gain a deeper understanding? Ms. McCormack was concerned about the equity in the discipline system as she felt there was a belief that a student was guilty until proven innocent. Ms. Patchak-Layman remembered that Mr. Conway had recommended that feedback from students be obtained about teachers with regard to their evaluations.

The Board of Education then reviewed its goals for the 2010-11 school year. Dr. Alson asked if the categories of equity, finance, achievement, and environment were still viable. Discussion ensued. Suggestions for additional categories included:

- Safety/Climate/Engagement/Culture
- Communication to all
- Scorecard/dashboard
- HR—Staff related, communication
- Governance
- Strategic plan is a one-year activity.
- Accountability

Dr. Lee felt the need to develop a common understanding of the difference between what the Board of Education wants to see for the District and what it wants the Superintendent to do. Discussion ensued and Board of Education concurred that more specifics should be included with the goals. Dr. Allson suggested that whatever categories were chosen, the goals to accompany the categories be supportive. Equity had been chosen as a goal rather than achievement, because equity is bigger than achievement and



includes discipline, cultural pieces, hiring, the comfort level of minority teachers, etc. Dr. Allson suggested supported goals under racial equity might be something such as 1) based on survey results of teachers, students, and administrators, staff will have successful conversations about race and achievement that will have deepened their understanding of race to achievement and/or 2) through the use of the framework developed at the Board of Education's retreat, the District will address the achievement gap this year. Under culture and the learning environment the supportive goal might be that with the implementation of the new closed campus policy, there will be fewer student infractions related to drugs and unexcused absences. Under Finance, it could be the successful completion of the CBA that would promote the wellbeing of the adult work force and protect the resources of the community. He suggested the District might want to use SMART goals. These were just suggestions. He continued that having the same categories for several years would not stop the Board of Education from discussion in subsequent years about whether the categories still fit OPRFHS.

After further conversation, the Board of Education decided that the goal categories for next year would be:

- Racial Equity
- Student Achievement
- Culture and Learning Environment (all components)
- Finance and Operations and/or Human Resources
- Governance (accountability, and strategic planning)

In determining the actions/statements to go with these categories, Dr. Allan asked the Board of Education to consider what would support these goal categories. He suggested assigning a subcommittee of the Board to work with Dr. Isoye to determine the supporting statements. Board of Education members were asked to send their suggestions for supporting statements or stepping goals under each category to Dr. Isoye and/or Ms. Kalmerton by the end of June. Dr. Millard, Ms. Patchak-Layman, and Dr. Isoye, as well as Dr. Alson, will then review them and work on a plan to have goals with accountability measures built in for the Board of Education's discussion at its Special Board meeting on July 12, 2011.

### **Meeting Schedule**

The Board members were surveyed about its current meeting schedule. Committee meetings are generally currently held on Tuesday and Thursday mornings in the third week of the month except in July, November, and December. The drawbacks to this schedule may include prohibit some people to run for the Board of Education because of the amount of time it would take away from their regular work. In addition, more public might be available for evening meetings. It was suggested that instead of having committee meetings, the Board of Education hold two regular board meeting per month along with scheduling three or four periodic work-study sessions



where the committee chairs and the administrators would lead the discussion and/or retreats, during the year. Requests were made to schedule evening meetings on different days of the week on alternating weeks and not to have meetings on Wednesdays. One member felt that two regular board meetings per month would give the Board of Education more options on how things are placed on the agenda and committee chairs more time to consider the sequence of things.

It was the consensus of the majority of the Board of Education members to receive only electronic Board packets.

The following suggestions were made with regard to time management:

- 1) hold closed sessions prior to the open session;
- 2) send questions to administrators ahead of time
- 3) remove oral liaison reports and send written comments to be incorporated in the minutes;
- 4) remove open Board of Education comments from the agenda;
- 5) include the categories of "new business" and "old business";
- 6) call for a motion before discussion occurs to focus the discussion;
- 7) review what the Board of Education wanted in regard to reports;
- 8) allow all members the opportunity to talk; and
- 9) End the meeting at a designated time.

Dr. Millard and Dr. Isoye will create a calendar of meetings. The Board of Education will schedule a retreat in August or September to identify the framework as to what actions to be addressed in the achievement gaps using real numbers, circumstances in the district and to observe where the gaps are. Dr. Alson stated that this would be a difficult, but important debate, about what they feel can be done to address the achievement gaps and where they should direct the efforts.

There was consensus for the retreat in August to develop a framework to address achievement as a goal. Dr. Isoye asked to invite the administrators to this discussion so that their thoughts could be considered. Dr. Lee felt the administrators would be more prepared to make meaningful suggestions.

## **Adjournment**

At 10:15 p.m. on Thursday, June 16, 2011, Dr. Lee moved to adjourn the Special Board Meeting; seconded by Dr. Millard. A roll call vote resulted in all ayes. Motion carried.

Amy McCormack  
Secretary

Gail Kalmerton  
Clerk of the Board



June 18, 2011

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Saturday, June 18, 2011, in the Board Room of the high school.

**Call to Order**

President Millard called the meeting to order at 7:37 a.m. A roll call indicated the following members were present: Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, Sharon Patchak-Layman, and John Phelan. Also present was and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.

**Closed Session**

At 7:38 a.m., Dr. Millard moved to enter to closed session for the purpose of discussing the selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the District is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(2) and Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11); seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

At 12:12 a.m., the Board of Education resumed its open session.

**Adjournment**

At 12:14 a.m. on Saturday, June 18, 2011, Dr. Millard moved to recess this Special Board Meeting to an adjourned session on Monday, June 20, 2011 at 6:30 a.m.; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

Amy McCormack  
Secretary

By Gail Kalmerton  
Clerk of the Board



June 20, 2011

A adjourned special meeting of the Board of Education of the Oak Park and River Forest High School was held on Monday, June 20, 2011, in the Board Room of the high school.

**Call to Order**

President Millard called the meeting to order at 6:37 a.m. A roll call indicated the following members were present: Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, Sharon Patchak-Layman, and John Phelan (departed at 7:45 a.m.). Also present was Gail Kalmerton, Executive Assistant/ Clerk of the Board of Education and FOIA Officer.

**Closed Session**

At 6:38 a.m., Dr. Millard moved to enter to closed session for the purpose of discussing the selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the District is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(2).; seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

At 7:59 a.m., the Board of Education resumed its open session.

**Adjournment**

At 8:00 a.m. on Monday, June 20, 2011, Dr. Millard moved to recess this Special Board Meeting to an adjourned session on Monday, June 20, 2011 at 6:30 a.m.; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

Amy McCormack  
Secretary

By Gail Kalmerton  
Clerk of the Board