

**Oak Park and River Forest High School  
201 N. Scoville  
Oak Park, Illinois 60302**

**Special Board Meeting  
Saturday, July 17, 2010  
8:15 a.m.  
Board Room**

**AGENDA**

- |  |                   |
|--|-------------------|
| 1. Call to Order, Roll Call, and Introduction of Visitors              | John C. Allen, IV |
| 2. Visitor Comments  |                   |
| 3. Approval of Project Labors Agreement Contract                       | Action            |
| 4. Approval of Statewide Summer Youth Employment Interagency Agreement | Action            |
| 5. Motion to Adjourn   | Action            |

C: Board Members  
Administrators

Date: July 17, 2010  
To: Board of Education  
From: Cheryl L. Witham, CFO  
Subj: Project Labor Agreement

Action

---

#### BACKGROUND

Due to the length of the strike affecting construction projects in Illinois, several school districts have entered into a Project Labor Agreement in order to commence work on school construction projects. This agreement has been successful in returning striking tradesman and laborers to the school construction site.

#### SUMMARY OF FINDINGS

This agreement guarantees that construction projects for the next five years will not be interrupted by union strikes. In exchange, the District promises to use all union workers for any and all construction, non-routine maintenance, and rehabilitation of its facilities.

Over the past four years, the District has utilized all union members on the construction projects.

---

Action      Move to approve the Project Labor Agreement, as presented.

## MULTI- PROJECT LABOR AGREEMENT (CHICAGO AND COOK COUNTY)

This Multi-Project Labor Agreement ("Agreement") is entered into by and between Oak Park and River Forest High School District 200 ("Owner"), on behalf of itself and its contractors and sub-contractors of whatsoever tier performing construction work on said project, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is the owner of real property located in Cook County ("Site" ), for which it desires to enter into various agreements for the construction, non-routine maintenance and rehabilitation of its facilities ("Project" or "Projects"), and because of the size, scope, cost and duration of these Projects, the parties to this Agreement have determined that it is in their interest to have the Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with or delay the Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened; and,

Whereas, the Owner and its contractors, sub-contractors and/or construction managers acknowledge that each of them has a serious and ongoing concern regarding labor relations associated with the project and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off site solely for installation at the Site (See Appendix "A" for "Description of Work", including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining agreements constitute Appendix "B" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, Project contractors and sub-contractors shall engage in no lockout at any construction Site of the Owner.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing at any Site for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix B. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against the Projects or any of the contractors performing work at the Project Sites. Rather, all provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at the Project Sites, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.
5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.
6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Site shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall have a term of five (5) years, and expire on July \_\_\_, 2015.
9. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the Company, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Company, or their agents until such time as said claim is resolved.
10. In the event of a jurisdictional dispute by and between any labor organization signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
  - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
  - b.) If no settlement is achieved subsequent to the proceeding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.
  - c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "C" and specifically incorporated into this Agreement.
11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems

Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

12. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee or successor, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be District Superintendent Steven Isoye.
13. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
14. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on the Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "B" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on the Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.
15. Complimentary with the purposes of the Trust, the parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. These parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as

identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

16. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.
17. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Projects, agree to all of the terms and conditions contained in this Agreement.

Dated this the \_\_\_\_ day of July, 2010 in Chicago, Cook County, Illinois.

On behalf of the Oak Park and River Forest High School District 200, Cook County:

\_\_\_\_\_  
Its Duly Authorized Officer

On behalf of \_\_\_\_\_  
(Insert Name of Labor Organization)

\_\_\_\_\_  
Its Duly Authorized Officer

## **APPENDIX" A"**

### **DESCRIPTION OF WORK**

All work described in the Agreement as being within the scope of "Projects" at the facilities of District 200, during the term of this Agreement.



## **APPENDIX "B"**

### **AREA-WIDE COLLECTIVE BARGAINING AGREEMENT(S)**

**APPENDIX "C"**  
**STANDARD AGREEMENT**

185411\_1.DOC

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

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

TO: Board of Education  
FROM: Phil Prale  
DATE: July 17, 2010  
RE: Statewide Summer Youth Employment Program Interagency Agreement

---

**BACKGROUND**

On July 2, 2010 I received a call from a representative of the Illinois YES (Youth Employment for the Summer) program offering 10 slots for student workers for the summer of 2010. Since these slots offer employment opportunities for our students, I accepted the offer on a tentative basis and pursued additional information regarding the program.

**SUMMARY**

Although the timing of the call was late for a summer program requiring worksite placements, I identified Nancy McGinnis as the project coordinator. Nancy, who holds an MA in school counseling, is working this summer with a select group of students in 10 – 11 Connections, a career and college readiness program. Nancy attended an all-day training seminar on July 7 and has been researching aspects of the program and necessary commitments that must be made by the District and District staff.

One of the District commitments is that District staff will sign an interagency agreement and a memo of understanding. These documents should be reviewed by the Board of Education due to the total financial amount of the agreement. The Illinois YES program is funded by the State of Illinois Department of Commerce and Economic Opportunity (DCEO) and should not incur cost to the District beyond staff time to process and account for the student employment activities.

**RECOMMENDATIONS (OR FUTURE DIRECTIONS)**

Provide input regarding District interest in participation in this youth employment program.

**Interagency Agreement Between  
The Village of Maywood  
And  
The Oak Park River Forest High School  
Regarding  
The Statewide Summer Youth Employment Program**

The Village of Maywood and the Oak Park River Forest High School, pursuant to a grant issued by the Illinois Department of Commerce and Community Affairs, hereby enter into this Interagency Agreement (Agreement) in connection with the Statewide Summer Youth Employment Program (SSYEP). VILLAGE OF MAYWOOD and Oak Park River Forest High School are collectively referred to herein as "Parties" or individually as a "Party".

**I. Introduction**

SSYEP is a Statewide jobs training program that provides jobs, employment experience, and employability skills to those hardest hit by the current recession. SSYEP is funded by the State of Illinois and Federal funding made available under the Temporary Assistance to Needy Families (TANF) Emergency Contingency Fund (ECF) under § 2101 of the American Recovery and Reinvestment Act of 2009 (ARRA). This program will be operated in accordance with all rules of the TANF program established under Title IV of the Social Security Act of 1935 (42 U.S.C. §601 *et seq.*).

Through SSYEP, unemployed and underemployed Illinois youth will be placed into subsidized employment positions. Under the subsidized employment model, the wages of the Worker-Trainee are provided by the State/Federal funding.

The agreement expires on September 30, 2010. Therefore, all subsidized employment placements must end by that date. No new subsidized placements will be initiated on or after September 1, 2010. Should there be extension of Federal funding, the subsidized positions may be authorized to continue.

The duration of the subsidized employment placement will be through September 30, 2010. Worker-Trainees can work a maximum of forty (40) hours per week (overtime is not permitted). Additional hours each week may be spent on vocational education and training activities. The education and training component is intended to help reduce the education and skills gap currently faced by many low-income individuals so that they are better able to retain employment and compete for higher wage jobs.

**II. Definitions**

- A. "Worker-Trainee" means a person who meets the eligibility criteria described in Section IV below.

Interagency Agreement  
Between  
The Village of Maywood  
And  
Oak Park River Forest High School

Page 2 of 11

- B. "Worksite" means any public, private, or non-profit employer who meets the eligibility criteria described in Section V below.

**III. Responsibilities of Oak Park River Forest High School**

shall:

- A. Provide oversight of the SSYEP across the LWIA-7 Area to ensure that activities and expenditures are in accordance with all applicable laws and regulations. In connection with this Statewide initiative, Oak Park River Forest High School will provided appropriate funding for the cost of case management, supportive services, Worker-Trainee wages, payroll taxes, Worker-Trainee Worker's Compensation, and applicable administrative costs from the Village of Maywood.
- B. Perform random reviews of Worker-Trainee and Worksite eligibility.
- C. Ensure that Worker's Compensation insurance is provided for the Worker-Trainees.
- D. Coordinate, with VILLAGE OF MAYWOOD , marketing and public outreach efforts in order to ensure that a comprehensive, standard message is communicated regarding SSYEP.
- E. Conduct a random sample of Worker-Trainee payroll records to ensure that the Worker-Trainees are paid correctly.
- F. Voucher in a timely manner to VILLAGE OF MAYWOOD to ensure timely payroll drawdown and reimbursement.
- G. Submit on a timely basis, as requested by VILLAGE OF MAYWOOD , any documentation, including, but not limited to, reports, timesheets, payroll and other programmatic information.
- H. Secure an estimated 10 employment slots under SSYEP for the employment period between June 1, 2010 and September 30, 2010. Any deviation from that estimate of 10% of the employment slots or more may result in renegotiation of the terms of the Agreement.

Oak Park River Forest High School will perform the following additional responsibilities:

Interagency Agreement  
Between  
The Village of Maywood  
And  
Oak Park River Forest High School

Page 3 of 11

1. Recruit Worker-Trainees who meet the requirements of Section IV.
2. Determine and verify Worksite eligibility in accordance with Section V.
3. Ensure that a VILLAGE OF MAYWOOD -approved Memorandum of Understanding (MOU) is signed with a Worksite prior to placement of a Worker-Trainee at that Worksite. All MOUs must be forwarded to MAYWOOD upon completion of the SSYEP.
4. Ensure I-9 compliance, including completion and retention of a I-9 documents for all Worker-Trainees.
5. Perform random reviews of Worker-Trainee eligibility.
6. Ensure that Worker's Compensation insurance is provided for the Worker-Trainees.
7. Ensure that time sheets are signed by the Worker-Trainees and Worksite supervisors.
8. Verify and retain the Worker-Trainee time sheets.
9. Ensure establishment of and compliance with payroll procedures, and ensure that all Worker-Trainees are paid in a timely and accurate manner.
10. Comply with pay standards established by the State of Illinois and consistent with the Fair Labor Standards Act. No Worker-Trainee shall work more than five (5) hours without getting an unpaid one half-hour lunch.
11. Submit on a timely basis, as requested by Village of Maywood, any documentation, including, but not limited to, reports, timesheets, payroll and other programmatic information.
12. Maintain all official accounting and eligibility records and supporting documents in accordance with applicable record retention requirements.

Interagency Agreement  
Between  
The Village of Maywood  
And  
Oak Park River Forest High School

Page 4 of 11

**IV. Worker-Trainee Eligibility**

A. Each Worker-Trainee must meet the following requirements:

1. Be between the ages of sixteen (16) and twenty-four (24); and
2. Have a household income below 200% of the Federal Poverty Level (FPL); and
3. Be living with a parent or caretaker relative, OR be the parent or caretaker relative of a minor child; and
4. Be legally present in the United States and authorized to work.

B. The categorical and financial eligibility of all Worker-Trainees must be verified through proof of:

1. Participation in the Supplemental Nutrition Assistance Program (SNAP) via a LINK card and online confirmation; or
2. Participation in the Medical Assistance program through an active medical card listing the Worker-Trainee (if the Worker-Trainee is eighteen (18) years of age or younger, the medical card must list the parent's name as well); or
3. Self-attestation if no other verification of eligibility is available.

C. All Worker-Trainees must present to the respective Oak Park River Forest High School a valid Social Security number.

D. Registered sex offenders must be excluded from participation in SSYEP.

**V. Worksite Eligibility**

A. Eligible Worksites include those in the public, private, and non-profit sectors.

B. All Worksites must present a valid DUNS number and Federal Employer Identification Number.

C. Worksites are ineligible to participate in SSYEP if:

Interagency Agreement  
Between  
The Village of Maywood  
And  
Oak Park River Forest High School

Page 5 of 11

1. SSYEP Worker-Trainees will make up more than fifty percent (50%) of the Worksite's workforce at one location;
  2. Worksites seek to displace existing workers, reduce the hours of existing workers, or fill an existing vacancy with SSYEP Worker-Trainees (Worksites may only fill positions that would not exist but for the SSYEP);
  3. Worksites are engaged in activities involving moral turpitude (including illegal activities, the sex trade, adult venues and gentlemen's clubs);
  4. Worksites are primarily engaged in the sale of guns, weapons, or the sale of liquor (not including restaurants, grocery stores, and other multi-service Worksites);
  5. Worker-Trainees will be engaged in political activity or religious proselytizing;
  6. The Worksite is a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- D. In order to permit IDHS to count each Worksite's in-kind contributions toward the State's TANF Maintenance of Effort (MOE) requirement, a fully-executed MOU between the Worksite and the Oak Park River Forest High School must be in place prior to placement of any Worker-Trainees at that Worksite.
- E. VILLAGE OF MAYWOOD reserves the right, in consultation with the Oak Park River Forest High School, to terminate any Worksite from participation in SSYEP.

**VI. Funding**

- A. Any funds remaining at the end of the Agreement period which are not expended or legally obligated shall be returned to VILLAGE OF MAYWOOD within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, and 89 Ill. Adm. Code 511.
- B. Any Federal ARRA funds received by Oak Park River Forest High School must be tracked and accounted for reporting purposes.



Interagency Agreement  
Between  
The Village of Maywood  
And  
Oak Park River Forest High School

Page 6 of 11

**VII. Billing Process**

- A. Oak Park River Forest High School will submit invoices for its expenditures including Worker-Trainee wages, payroll taxes and Worker's Compensation. The frequency of the cash request and the amount of the cash request will be based upon the aggregate amount of the Oak Park River Forest High School's operational expenditures.
- B. Oak Park River Forest High School will itemize on its vouchers the actual expenditures to be paid in wages, FICA, Worker's Compensation, Oak Park River Forest High School's operational expenditures, and supportive services provided to Worker-Trainees (including transportation, physicals, drug testing, background checks, uniforms, or other services required for successful completion of the job placement).
- C. The proposed budget for SSYEP is set forth in Attachment A. Oak Park River Forest High School will consult with VILLAGE OF MAYWOOD before allowing any material deviations from the amounts for each line item in the attached budget.
- D. Although the total amount payable under this Agreement is \$XXXXXX.00, the actual amount that will be paid will be based on the total allowable costs incurred by the Oak Park River Forest High School. Any funds distributed to a Worker-Trainee as a result of false information provided by the Worksite and/or Worker-Trainee will be recoverable only from the Worksite and/or Worker-Trainee. Any other funds, whether State or Federal, which are not earned and/or are disallowed must be returned to VILLAGE OF MAYWOOD.

**VIII. Submission of Invoices**

Oak Park River Forest High School shall submit all invoices electronically to:

Trina Mangrum  
40 Madison – 2<sup>nd</sup> Floor  
Maywood, IL 60153  
[tmangrum@maywood-il.org](mailto:tmangrum@maywood-il.org)

**IX. Oak Park River Forest High School Expenses**

VILLAGE OF MAYWOOD shall be responsible for reimbursing Oak Park River Forest High School

Interagency Agreement  
Between  
The Village of Maywood  
And  
Oak Park River Forest High School

Page 7 of 11

for all allowable operational expenditures incurred in connection with the performance of this Agreement.

**X. Term**

This Agreement shall commence upon final execution by both Parties and, unless otherwise terminated by the Parties, shall continue through September 30, 2010. The Agreement may be extended by mutual written consent of the Parties.

**XI. Termination**

- A. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.
- B. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

**XII. Applicable Law and Severability**

This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction(s) or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

**XIII. Notices**

All notices given under this Agreement shall be in writing and shall be either (a) served personally during regular business hours; (b) served by electronic transmission during regular business hours with the mailing of the originals using the U.S. mail on the same day, postage prepaid; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the U.S. mail. Notices served personally or by

Interagency Agreement  
Between  
The Village of Maywood  
And  
Oak Park River Forest High School

Page 8 of 11

electronic transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the U.S. Postal Service. Such notices shall be provided to:

Trina Mangrum  
Village of Maywood  
40 Madison – 2<sup>nd</sup> Floor  
Maywood, IL 60153  
(708) 450-6307

Philip Prale  
Oak Park River Forest High School  
201 North Scoville  
Oak Park, IL 60302  
(708) 434-3372

**XIV. Entire Agreement**

This Agreement, including any and all exhibits and referenced documents, if any, constitutes the entire agreement of the Parties with respect to the matters contained herein. No modification of, amendment or addendum to this Agreement shall be effective unless such modification, amendment or addendum is in writing and signed by all of the Parties.

Specific tasks performed by the Parties necessary to carry out their respective duties and obligations in connection with the Program may be modified by addendum to this Agreement and approved by the designated representatives of the Parties.

**XV. Assignment; Binding Effect**

This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon VILLAGE OF MAYWOOD and Oak Park River Forest High School and their respective successors and permitted assigns.

**XVI. No Personal Liability**

No member, official, director, employee, or agent of VILLAGE OF MAYWOOD or Oak Park River Forest High School shall be individually or personally liable in connection with this Agreement.

**XVII. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.

Interagency Agreement  
Between  
The Village of Maywood  
And  
Oak Park River Forest High School

Page 9 of 11

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Village of Maywood

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

Oak Park River Forest High School

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

Interagency Agreement  
Between  
The Village of Maywood  
And  
Oak Park River Forest High School

Page 10 of 11

### Attachment A

Oak Park River Forest High School /HHS-TANF Budget Parameters for Put Illinois to Work					
	# of workers needed	Weeks	Rate of Pay	Hours	Total Gross
Worker-Trainees	10	10	8.25	35	\$28,875
Employer FICA					\$2,209
Workers Compensation at 3.77%					\$1,089
Total Gross Wages					\$32,173
Case Management					\$3,217
Participant Support					\$4,370
Total Funding Requested					\$39,760

# ILLINOIS YES WORKSITE AGREEMENT ATTACHMENT

Business / Organization Name: _____			Federal Tax ID #: _____	
Street Address: _____			DUNS #: _____	
City: _____	State: <u>IL</u>	Zip + 4: _____	County: _____	
Telephone Number: _____				
<b><u>Mailing Address, if different from business address</u></b>				
Street Address: _____				
City: _____	State: <u>IL</u>	Zip + 4: _____	County: _____	

## **Worksite Primary Contact**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Type of Organization:    ☐ Private    ☐ Non-Profit    ☐ Government    ☐ Other \_\_\_\_\_

Number of current employees (full and part-time) at the worksite: \_\_\_\_\_

How many worker-trainee positions will you provide? \_\_\_\_\_

Is the worker-trainee supervisor funded by at least 50% non-federal sources? \_\_\_\_\_

## **Please describe the jobs you plan to fill through the "Illinois YES" Program**

Job Title	Job Location (City)	# of Positions (per Title)	Anticipated Weekly Hours(30-40)

## **SUMMARY OF MINIMUM WORKSITE QUALIFICATIONS**

- Must provide job experience, skill acquisition and meaningful work to the worker-trainee(s)
- Must agree to mentor and supervise the worker-trainee to ensure skill and experience acquisition
- Must agree to allow IDHS to count the employer's supervision and training expenses as non-federal matching funds
- Must provide between 30 and 40 hours of work per week for each worker-trainee and document the hours accurately
- May not employ family members as part of the Illinois YES Program
- May only place Illinois YES worker-trainees into positions that would not exist but for the Illinois Yes Program
- May not lay off an employee and then rehire that employee or otherwise fill the position through the Illinois Yes Program
- Must agree to comply with all applicable labor laws.
- The Illinois YES worker-trainees must not comprise more than 50% of the full and part-time employees at each worksite
- May not engage in any prohibited activity as defined by the worksite agreement.
- A background check must be conducted for youth supervisors
- Must consider Illinois YES worker-trainees for unsubsidized positions at the end of the Illinois YES Program as they are able but are not required to provide unsubsidized positions
- Must sign and agree to abide by the conditions and requirements above and those described in the Memorandum of Agreement.

## Illinois YES Worksite Agreement



### MEMORANDUM OF AGREEMENT --WORKSITE AGREEMENT

1. \_\_\_\_\_, the host worksite,  
located at \_\_\_\_\_

\_\_\_\_\_ agrees to provide an Illinois Y.E.S. worksite, an on-site supervisor or mentor to oversee the worker-trainee(s) in the job, and to accurately report for payroll purposes on timesheets provided, the times worked by the worker-trainee(s) at the worksite.

2. This agreement was negotiated with (insert WORKSITE NAME \_\_\_\_\_) acting as an authorized agent of the Illinois Department of Human Services (hereafter IDHS) through the Illinois Department of Commerce and Economic Opportunity (hereafter IDCEO).
3. The purpose of this Agreement is to establish rights and responsibilities of the parties.
4. The purposes of the Illinois Y.E.S. program are to foster economic recovery and put Illinoisans back to work earning income to support themselves and their families by subsidizing employment through September 30, 2010, to unemployed or underemployed parents of minor children and to youth aged 16 through 24 who meet the TANF eligibility requirements of IDHS.
5. Illinois Y.E.S. is funded by the State of Illinois and the Temporary Assistance for Needy Families (TANF) Emergency Contingency Fund (ECF). IDHS is the responsible state agency claiming the available American Recovery and Reinvestment Act funds and is the lead state agency responsible for the Illinois Y.E.S. initiative.
6. IDHS agrees to draw down and deliver the Federal ARRA funds to ensure worker-trainee(s) are paid on a regular payroll cycle.
7. (insert WORKSITE NAME \_\_\_\_\_) consistent with its subgrant with IDCEO, agrees to serve as the employer of record for purposes of Illinois Y.E.S. and will be responsible for the direction and control of the worker-trainee(s), including:
- A. Assignment of worker-trainee(s) to appropriate worksites, and removal if necessary,
  - B. Approval of the number of hours worked by worker-trainee(s),
  - C. Payroll issuance to the worker-trainee(s),
  - D. Workers Compensation Insurance, if applicable,
  - E. Payroll taxes including the employer portion of Social Security taxes, and
  - F. Reporting the worker-trainee(s)'s income to the Internal Revenue Service.
8. (insert WORKSITE NAME \_\_\_\_\_) as the employer of record (note: employer of record refers to LWIA) will maintain Employment Eligibility Verification (I-9) records and will provide the worksite with copies of said documents if requested.
9. (insert WORKSITE NAME \_\_\_\_\_), or its authorized agent, will provide documentation if appropriate for the worker-trainee (s) to be pre-qualified for the Work Opportunity Tax Credit should the worksite choose to hire the worker-trainee(s).
10. In the event that the Illinois Department of Employment Security, or court, determines that Illinois Y.E.S. is not a work-relief program, the employer of record (note: employer of record refers to LWIA) would be responsible for any successful unemployment insurance benefit claims submitted by worker-trainee(s).
11. The worksite agrees to provide job experience, skill acquisition and meaningful work to the worker-trainee(s) that is relevant to worksite jobs or sector jobs. The worksite is not being separately compensated for this service.

12. The worksite agrees to mentor and supervise the worker-trainee(s) to ensure skill and experience acquisition adequate to pursue employment and agrees to conduct a background check on staff that will supervise worker-trainees. The worksite is not being separately compensated for this service; it is the employer's in-kind contribution to Illinois Y.E.S.
13. The worksite agrees to allow IDHS to count the worksite's supervision and training expenses toward the state's Maintenance of Effort (MOE) requirement under the TANF program. The worksite certifies that this supervision and training is being provided by staff that is funded by private funds or is funded primarily (at least 50%) by Non-Federal funds.
14. The worksite agrees to prepare the (*insert WORKSITE NAME* \_\_\_\_\_) -- provided timesheets in a customary businesslike fashion, ensuring accuracy as to the hours worked and to provide said timesheets for the worker-trainee(s) in a timely fashion to the (*insert WORKSITE NAME* \_\_\_\_\_) to ensure payroll can be processed without delay.
15. The worksite agrees that the worker-trainee(s) shall work at least 30 hours per week but not more than 40 hours per week and will document the hours accurately.
16. The (*insert WORKSITE NAME* \_\_\_\_\_) shall provide the worker-trainee(s) with any tools, equipment, safety gear, or uniforms required to perform the work at the worksite.
17. The worksite agrees to maintain and preserve the confidentiality of its worker-trainee(s) as it would of any employees. Furthermore, the worksite agrees to refrain from providing the names of worker-trainee(s) to media or other non-parties to this contract.
18. The worksite affirms that if the worksite is subject to a collective bargaining agreement, the employ of worker-trainee(s) under Illinois Y.E.S. in no way impairs the terms of the contract. Moreover, the worksite affirms that the worker-trainee(s) are not being employed as replacement workers during a labor dispute and that no employee has been displaced or had hours reduced to employ worker-trainee(s).
19. Worksites shall abide by the following provisions throughout the Illinois Y.E.S. program:
  - A. Worksites cannot employ family members as part of the Illinois Y.E.S. program. Worker-trainees may not be related by blood or marriage to the worksite.
  - B. Participating worksites may not:
    - a. Be engaged in the adult entertainment industry,
    - b. Be an organization whose primary business is the sale and distribution of packaged liquors,
    - c. Place worker-trainees in positions in which their primary duty is to promote religious views,
    - d. Place worker-trainees in a position in which any of their duties involve political campaigning or lobbying activities, or any other political activities,
    - e. Be engaged in the sale of firearms as their primary business, or
    - f. Be golf courses, swimming pools, casinos or other gambling establishments, zoos, or aquariums.
    - g. Worksites may only place Illinois Y.E.S. worker-trainees into positions that would not exist but for the Illinois Y.E.S. program. Therefore worksites may not fill positions that were vacated after June 1, 2010 with Illinois Y.E.S. participants, and may not reduce hours of existing employees in order to employ Illinois Y.E.S. worker-trainees.
    - h. Worksites may not lay off an employee, and then rehire that employee or otherwise fill the position through the Illinois Y.E.S. program.
    - i. Worksites agree to comply with all applicable labor laws.
    - j. Illinois Y.E.S. worker-trainees must not comprise more than 50% of the worksite's workforce.
    - k. Worksites will be expected to consider Illinois Y.E.S. worker-trainees for unsubsidized positions at the end of the Illinois Y.E.S. program as they are able. Providing unsubsidized employment for worker-trainees is not a requirement of the program.
  - C. Worksites will provide a valid DUNS number and Federal Employer Identification Number.
20. (*insert WORKSITE NAME* \_\_\_\_\_) and its authorized agents reserve the right to, in consultation with IDCEO, terminate the relationship with any worksite who fails to provide an appropriate work environment for Illinois Y.E.S. worker-trainees.



**TERM**

This Agreement shall become effective upon the date of execution by the worksite and (*insert WORKSITE NAME* \_\_\_\_\_) or its authorized agent, and shall terminate on *September 30, 2010*. The worksite assumes all responsibility for the worker-trainee(s) as of October 1, 2010 if the worksite keeps them employed at the worksite. This agreement for Illinois Y.E.S. can only be extended by written agreement of IDCEO and IDHS.

- This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- This Agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing, and signed by the parties.
- Either party upon thirty (30) days written notice to the other party may terminate this Agreement.
- This Agreement, including the rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party.
- Invalidity of any provision, term or condition of this Agreement for any reason shall not render any other provision, term or condition of this Agreement invalid or unenforceable.

---

Worksite

---

DUNS Number

---

FEIN

---

Authorized Signature

---

Printed Name and Title

---

Date

---

Agent Organization

---

Authorized Signature

---

Printed Name and Title

---

Effective Date**Illinois Department of Human Services**

---

Authorized Signature

Jennifer Hrycyna, Associate Director, Human Capital Development

---

Printed Name and Title

\_\_\_\_\_  
Date

The following LWIA service provider(s) are authorized by IDHS and (*insert WORKSITE NAME* \_\_\_\_\_) to enter into this MOA/Worksite Agreement.


Copyright © 2006 - 2010 Illinois Department of Commerce and Economic Opportunity

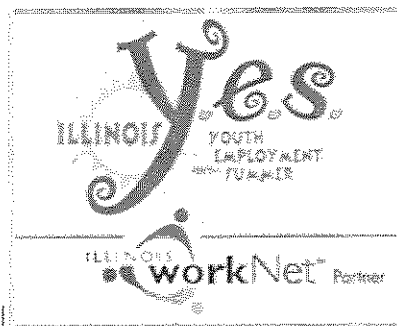
Illinois workNet Centers are an equal opportunity employer/program. At Illinois workNet Centers, auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this website may be reached by persons using TTY/TDD equipment by calling TTY (800) 785-6055 or 711.

## Youth Employment for the Summer

Illinois YES (Youth Employment for the Summer) program provides temporary work for eligible young adults who are:

- 16-24 year old,
- unemployed and underemployed,
- low-income parents and young adults

All Illinois YES program placements must occur by August 31, and workers may be employed through **September 30, 2010** using federal stimulus  dollars.



**If you are an employer:** click here for [Illinois YES recruitment information](#) on the Business pathway.

Follow 3 easy steps to learn how Illinois YES can help eligible youth get employment.



Are you interested in a Summer job? Do you meet the eligibility requirements? If you are looking for hands-on work experience, the YES program is an excellent employment opportunity!

### Learn about Illinois YES (Youth Employment for the Summer)





See if you are eligible for the YES program using the Eligibility Checklist. If you are, learn how to apply for the limited number of available positions.

### Review Eligibility Information

A limited number of positions are available, based on a first-come-first-served basis and meeting eligibility requirements.

To participate in Illinois YES youth must be:

- A 16-24 year old Illinois resident
- A parent or caretaker relative of a minor child 
- A noncustodial parent of a minor child
- or
- Living with a parent or caretaker relative  and
- Legally present and authorized to work in the United States

Youth cannot be listed on the Sex Offender Registry and the household income must be below 200% of the Federal Poverty Level.

**If youth meet these requirements, use the Illinois YES Eligibility Checklist.**

If you believe you, or a youth, are eligible for the Youth Employment for the Summer Program, use the interactive map to find a participating location. Call and make an appointment to talk to an advisor and apply for Illinois YES.



To apply for the YES Program you must meet with an Illinois workNet Advisor and complete the Eligibility checklist. Use an Interactive Map to locate a participating location.

## **Find Participating Locations**

Copyright © 2006 - 2010 Illinois Department of Commerce and Economic Opportunity

Illinois workNet Centers are an equal opportunity employer/program. At Illinois workNet Centers, auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this website may be reached by persons using TTY/TDD equipment by calling TTY (800) 785-6055 or 711.

**SEARCH**

# 2009/2010 HHS Poverty Guidelines

For all states (except Alaska and Hawaii) and for the District of Columbia

- State Programs

- Plans/Manuals

- Administration

- LIHEAP components

- Client eligibility

- Benefits

- Self-sufficiency

- Leveraging

- Tribal LIHEAP

- Manual

- Funding

- Agreements

- Applications

- Benefits

- Leveraging

- REACH

- LIHEAP Funding

- Public Benefits

- State summaries

- Studies/reports

- Disconnect Policies

- State Supplements

- Recent year

- Previous years

- LIHEAP Directors

- States/websites

- Tribal

- Insular areas

- Publications

- REACH

- Leveraging

- Benefits/eligibility

- Other LIHEAP

- Related Links

- Community action

- State/regional

- Local

- Low income/energy

- Federal government

Size of family unit	100 Percent of Poverty	110 Percent of Poverty	125 Percent of Poverty	150 Percent of Poverty	175 Percent of Poverty	185 Percent of Poverty	200 Percent of Poverty
1	\$10,830	\$11,913	\$13,538	\$16,245	\$18,953	\$20,036	\$21,660
2	\$14,570	\$16,027	\$18,213	\$21,855	\$25,498	\$26,955	\$29,140
3	\$18,310	\$20,141	\$22,888	\$27,465	\$32,043	\$33,874	\$36,620
4	\$22,050	\$24,255	\$27,563	\$33,075	\$38,588	\$40,793	\$44,100
5	\$25,790	\$28,369	\$32,238	\$38,685	\$45,133	\$47,712	\$51,580
6	\$29,530	\$32,483	\$36,913	\$44,295	\$51,678	\$54,631	\$59,060
7	\$33,270	\$36,597	\$41,588	\$49,905	\$58,223	\$61,550	\$66,540
8	\$37,010	\$40,711	\$46,263	\$55,515	\$64,768	\$68,469	\$74,020

For family units with more than 8 members, add \$3,740 for each additional person at 100% of poverty; \$4,114 at 110 %; \$4,675 at 125%; \$5,610 at 150%; \$6,545 at 175%; \$6,919 at 185% and \$7,480 at 200% of poverty.

Note: For optional use in FFY 2009 and mandatory use in FFY 2010

Page Last Updated: April 5, 2010