

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

**BOARD HUMAN RESOURCES COMMITTEE MEETING  
Tuesday, April 20, 2010  
Immediately following the Finance Committee Meeting  
Board Room**

**AGENDA**

- I. Approval of March 16, 2010 Minutes**
- II. Renewal of River Forest Community Center Space Sharing Agreement (Attachment)**
- III. Administrative Search Committees Update (verbal)**
- IV. Superintendent Search Process Update (verbal)**

**Human Resources Committee Docket**

- A. Employee Retention**
- B. Race and Ethnicity Statistics**
- C. Sabbaticals and Lane Changes**
- D. Structure for Non-Affiliate Salaries**
- E. Workers' Compensation Policy and Procedures**

**C: John Allen, Chair, Jacques Conway and Amy McCormack, Board Members**

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

**Human Resources Committee  
Tuesday, March 16, 2010  
Minutes  
Board Room**

A Human Resources Committee meeting was held on Tuesday, March 16, 2010, in the Board Room. Mr. Conway opened the meeting at 9:00 a.m. Committee members present were Terry Finnegan, Dr. Ralph H. Lee, Amy McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present were: Dr. Attila J. Weninger, Superintendent; Jason Edgecombe, Assistant Superintendent for Human Resources; Cheryl Witham, Chief Financial Officer; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

Visitors: Kay Foran, Communications and Community Relations Coordinator and James Paul Hunter, FSEC Chair.

**Administrative Search Committees Update**

Mr. Edgecombe provided an oral report on the status of the following searches:

- Fine and Applied Arts Division Head – 14 applications have been received and are being vetted.
- Mathematics Division Head – No viable candidates at this time.

**Superintendent Search**

No discussion ensued regarding this search.

**Adjournment**

The Human Resources Committee adjourned at 9:05 a.m.

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

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

TO: Human Resources Committee of the Board of Education  
FROM: Jason Edgecombe  
DATE: April 20, 2010  
RE: Renewal of River Forest Community Center Child Care and CITE Programs Agreement

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**BACKGROUND**

Effective for the 2008-2009 school year the District entered into a two year agreement with the River Community Center (RFCC) regarding the operation of the on-site Huskie Pup Child Care Program and the sharing of space at the RFCC River Forest Campus for the Special Education CITE Program. This initial Agreement with RFCC expires on June 11, 2010.

**SUMMARY OF FINDINGS**

In renewing the Agreement to operate the on-site Huskie Pup Child Care Program and to share space at their River Forest Campus with the CITE Program, the RFCC is requesting an Agreement that is four (4) year in duration. While the District has not formally conducted a survey of employees who use the services of the Day Care Program, informally we are aware of a high level of satisfaction by its users. Comments such as we are well pleased and satisfied with the services of the Center; our child is thriving in the Center; our child is well cared for and safe; the Director, Teachers and Mr. Chappell are responsive to the needs of the children and the concerns of the parents; the learning needs of my child are being more than adequately met have been offered by a number of parents; and the convenience of the Center's location cannot be beat.

In addition, the RFCC has been instrumental in creating a stronger relationship with the Oak Park Township Youth Services Division, River Forest Township, Parenthesis, and the Oak Park Health Department as these organizations have worked collaboratively to meet the needs of the parenting adolescents of our communities.

In terms of weekly rates, RFCC has complied with the Agreement to limit annual increases in fees to three percent (3%) or less. For 2010-2011 the weekly rates will be \$255 for infants, \$240 for toddlers and two (2) year olds, and \$210 for pre-schoolers.

**RECOMMENDATION**

The Administration is pleased to recommend the approval of the renewal of the operation of the Huskie Pup Child Care Center and the CITE Program space sharing Agreement with the River Forest Community Center for a four (4) year period – July 1, 2010 through June 30, 2014 at the April 29, 2010 regular meeting of the Board of Education.

Attachments (3)

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**Superintendent Search**

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## SPACE SHARING AGREEMENT

This Agreement ("Agreement") dated April 29, 2010, by and between the Oak Park River Forest High School District 200 ("School District") and the Community Center of River Forest ("Community Center") is by and for the mutual benefits and purposes set forth herein.

**WHEREAS**, the School District is a unit of local government established and governed by the Illinois School Code 105 ILCS 5/1-1, *et seq.*; the Community Center is an Illinois not-for-profit corporation organized for the purpose of providing services to the residents of the Township of River Forest; and

**WHEREAS**, both the School District and the Community Center are empowered to agree and to cooperate and to enter into contracts for services; and

**WHEREAS**, the Illinois School Code authorizes the School District to enter into an agreement for the purpose of providing services to individuals who reside within the jurisdictional boundaries of the School District or who work for the school district.; and

**WHEREAS**, the governing Boards of the School District and Community Center have determined that it is in their respective best interests to enter into an agreement to provide for child care services as provided herein,

**NOW THEREFORE**, the Oak Park River Forest High School District 200 and the Community Center of River Forest agree as follows:

1. Child Care Services: The Community Center shall provide all personnel and services necessary to operate a child day care center at the School District campus.

More specifically as described within the child day care provider agreement attached hereto as Exhibit A, which is incorporated herein by reference.

2. Payment for Child Care Services: The Community Center and School District shall pay for such services as specified in Exhibit A.

3. Execution of Agreement: The School District's Superintendent and the Community Center's Executive Director are hereby authorized to take any and all such steps necessary to execute and effectuate this Agreement and its terms for the term of this Agreement. The term of the agreement shall be provided in the Agreement attached hereto as Exhibit A.

4. Authority to Execute Agreement: The School District and the River Forest Community Center certify that each has the authority to enter into and bind itself in this agreement and that the parties executing this agreement have been duly authorized to bind each respective party.

**IN WITNESS WHEREOF**, the River Forest Community Center and the Oak Park River Forest High School District 200 have caused this Agreement to be executed by duly authorized officers thereof on the dates indicated below.

**OAK PARK-RIVER FOREST  
SCHOOL DISTRICT #200**

**COMMUNITY CENTER OF  
RIVER FOREST**

\_\_\_\_\_  
**Ralph H. Lee, Board President Protempore**

\_\_\_\_\_  
**William Thomas, Board Chairman**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**John C. Allen IV, Board Secretary**

\_\_\_\_\_  
**Dennis Alcock, Board Secretary**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

EXHIBIT A  
(Child Care Services Agreement)

This Child Care Services Agreement (“Care Agreement”) is made by and between the Oak Park River Forest High School District 200 (“School District”) and the River Forest Community Center (“Community Center”) by and for the mutual benefits and promises set forth below:

**WHEREAS**, the School District is a unit of local government established and governed by the Illinois School Code 105 ILCS 5/1-1, *et seq.*, and the Community Center is an Illinois not-for-profit corporation organized for the purpose of providing services to the residents of the Township of River Forest; and

**WHEREAS**, both the School District and the Community Center are empowered to agree and to cooperate and to enter into contracts for services; and

**WHEREAS**, the Illinois School Code authorizes the School District to enter into an agreement for the purpose of providing services to individuals who reside within the jurisdictional boundaries of the School District or are employed by the school district; and

**WHEREAS**, the governing Boards of the School District and Community Center have determined that it is in their respective best interests to enter into an agreement to provide for child care services as provided herein,

**NOW THEREFORE**, Oak Park River Forest High School District 200 and the Community Center of River Forest agree as follows:

1. The Community Center shall operate a child day care facility on the campus of the School District. The Community Center shall provide these services to the

staff and students of the School District on an established priority basis. The priority shall be as follows:

- a. Oak Park River Forest High School District 200 teen parents.
- b. Oak Park River Forest High School District 200 staff.
- c. Residents of the School District and the Township of River Forest
- d. All other interested parties.

The parties agree that the weekly rates, per five (5) day week, charged for child care shall be as follows for the year commencing July 1, 2010:

	<i>-2010-2011</i>
<i>Infants</i>	<b>\$ 255.00</b>
<i>Toddlers</i>	<b>\$ 240.00</b>
<i>Two year olds</i>	<b>\$ 240.00</b>
<i>Preschool</i>	<b>\$ 210.00</b>

The Community Center shall not increase the above rates by more than 3% per year without the express written agreement of the School District. For purposes of this paragraph, a "year" shall end on June 30 and begin on July 1<sup>st</sup> of each calendar year. However, should the Community Center and the Board of Education mutually agree to extend the hours of service, a commensurate increase (as determined by the Community Center) in the fee structure will be deemed appropriate.

2. The Community Center shall be entitled to occupy certain areas of the School District campus on a weekly basis under the stated conditions and subject to the floor plan diagram which is attached hereto and made a part hereof as Exhibit 1. This diagram shall control all space designations described below, which shall be referred to hereinafter as the "Premises." All use of the Premises shall be subject to the general rules and regulations applicable to all occupants of School District property.



3. The Community Center shall be entitled to full use and possession of the Premises during all week days, Monday through Friday, from 6:00 a.m. to 6:00 p.m. all months of the year.

4. The employees of the child care program must be fingerprinted and be subject to a criminal background check, -which shall be completed prior to the first day of employment. Should an individual not be eligible for employment with the School District due to a criminal history; he/she shall not be eligible for employment within the child care program. It is the responsibility of the site director to provide the names of all employees to the School District, who will then issue identification cards and parking permits to the Community Center employees.

5. The Community Center shall provide a fulltime site director for the program. The site director shall be responsible for all aspects of the program including compliance with local, state and federal regulations and shall serve as a liaison between the Community Center and the School District for purposes of the child care program. The site director shall also familiarize himself/herself with the rules and regulations of the School District and shall ensure that the Community Center program abides by those rules. The site director may promulgate rules for the child care program that are not in conflict with those of the School District. The site director shall forward any rules or policies adopted to the School District at the notice location referenced below.

6. At a minimum the child care center shall be operational between the hours of 7:00 a.m. and 5:00 p.m. during the school year. In no event shall the Community Center operate its child care program before 6:00 a.m. nor after 6:00 p.m., unless mutually agreed to by both the School District and Community Center. The Community

Center may remain open after 6:00 p.m. if necessary to ensure the safety of children whose parents are late picking them up. Additionally, since it is anticipated that a number of program participants will also be children of School District employees, the Community Center will be permitted to operate an extended child care program during the evenings of School District sponsored activities including, but not limited to, Parent Open House, Parent/Teacher conferences, etc.

7. The Community Center acknowledges that the School District has installed fixtures and provided property for use on the Premises for the child care program. All fixtures located on the Premises installed or purchased by the Community Center shall belong to the School District at the expiration and termination of this Agreement. It is expressly understood by both parties that the School District retains ownership of these fixtures. The School District shall repair or replace, at its option, any fixture that is damaged as a result of use by the Community Center and the Community Center shall be responsible for the cost of said repair/replacement. The Community Center agrees to keep the fixtures and property owned by the School District in good condition subject to normal wear and tear. Likewise, the Community Center may purchase non-fixture items of property that will be located on the premises. This property shall remain the property of the Community Center and may be removed from the premises at the conclusion of this agreement. In the event that improvements must be made to the Premises, the requesting party shall bear the costs of such improvements, except where such improvements are mutually agreed upon by the School District and the Community Center. However, prior to any expenditure of funds, the Community Center

and the School District shall mutually agree upon the modifications to be made and the costs of such modifications.

Included in the use and occupancy of the Premises shall be access to the telephone and internet systems of the School District. The School District shall provide the Community Center with a direct dial telephone line. Use of such line shall be ordinary and reasonable. At the sole discretion of the School District, if it is determined that such use of the provided service is not ordinary and reasonable, the School District may modify the use or require the Community Center to be liable for any toll calls or additional expenses beyond basic connection fees for the telephone and internet service. The Community Center agrees to abide by the School District rules related to internet and telephone use. Nothing in this paragraph shall be interpreted to suggest that the School District shall be liable for temporary failure to provide the aforementioned services due to circumstances beyond the control of the School District.

8. The Community Center shall operate the child care facility in compliance with all federal statutes, statutes and administrative rules of the State of Illinois, and any requirements of the Village of Oak Park and Township of Oak Park.

9. Security for public entry into the child care program shall meet or exceed the security requirements for entry onto general School District property.

10. Personnel/employees of the Community Center, who serve as staff of the child care center, shall provide parent training for the School District staff and students, in compliance with the requirements of the 0-3 Early Childhood Grant. The School District shall appoint a liaison to work with and communicate with the Community Center site director regarding accessibility to the premises for scheduling educational

training. Said liaison shall also provide information required to the site director of the Community Center regarding the requirements of any grant that the School District needs assistance from the Community Center to obtain.

11. The School District recognizes the benefits of the services provided by the Community Center for child care for its students and staff. The School District agrees to reimburse the Community Center an amount equal to the grant revenue specifically attributable to the child care program upon receipt of the grant funds. These grant funds shall be the only payment payable by either party. . The Community Center may explore other grants and available methods for contributing to the funding necessary to operate the program provided. Should the Community Center or School District receive any grants relative to the continuing operation of the child care program, it is agreed by both parties that the proceeds of those grants shall be the exclusive property of the Community Center. The parties expressly agree that the Community Center may collect Teen Age Parent Program (TAPP) Funding for the School District's teen parents, whose children are enrolled in the child care program. The parties shall cooperate with each other in identifying and applying for any other grant opportunities to assist in the funding the teen parent child care program.

12. The Community Center shall allow access to the child care program and shall cooperate with the School District to allow students in the District's Child Development classes to observe and interact with the children in the child care program; while supervised by an educator or a member of the staff of the School District and only while so supervised. All students in the Child Development program must comply with the requirements set forth by DCFS in order to observe and interact with participants in

the child care program. Should this access disturb the care given to children in the program, the parties shall meet to discuss potential solutions to the issues that have arisen. The School District shall be given an opportunity to remedy any concerns related to this access. If the concerns cannot be satisfactorily remedied then the Community Center's obligation under this paragraph may be terminated if a material number, more than 20%, of parents object to this aspect of the program.

13. As part of this agreement to share space, the Community Center agrees to permit the School District to occupy space in the River Forest Community Center for operation of the Student CITE Program with accommodations as necessary to support the Summer Camp programs of the Community Center. The Student CITE Program shall be operated by the School District from the third week of August through the end of the school year. For the administration of the CITE program, the School District shall occupy that part of the Community Center as delineated on Exhibit 2, attached hereto and made a part hereof, with the accommodation exception as noted with the Summer Camp program. In addition to access to the Premises as delineated in Exhibit 2, the School District is permitted to park not more than three (3) motor vehicles as used in the CITE Program in the parking lot of the Community Center without restriction as to day or time. The School District shall provide, on an annual basis and prior to the third week of August, a list of days and time that the School District expects to use the premises.

The School District shall provide all necessary furniture and equipment and shall contribute fifty percent (50%) of the costs toward facility reconfiguration of the Premises as necessary to accommodate the specific use of the School District. The Community Center shall ensure that the entrance to the River-Forest Community Center is ADA

compliant prior to the School District occupying the Premises. In the event that the School District must alter the premises to ensure ADA compliance and/or compliance with applicable state and local building and fire codes, the Community Center expressly agrees to permit said modifications and expressly agrees that the Community Center shall be solely liable for any costs that the School District may incur in bringing the Community Center into compliance with ADA regulations. Prior to incurring any expenditure, the School District and the Community Center shall mutually agree upon the modifications to be made and the costs thereof.

The Community Center additionally agrees to allow access to the Center's facilities that are not contained within the premises as delineated under Exhibit 2 including, but not limited to, the kitchen, fitness center, dance room, washing machines, and other areas as agreed between the parties and subject to scheduling with priorities to be determined by the Executive Director of the Community Center. Included in the use and occupancy of the premises shall be access to the telephone and internet systems of the Community Center. The Community Center shall provide the School District with a direct dial telephone line. Use of such line shall be ordinary and reasonable. At the sole discretion of the Community Center, if it is determined that such use of the provided telephone service is not ordinary and reasonable, the Community Center may modify the use or require the School District to be liable for any toll calls or additional expenses beyond basic connection fees for telephone and internet services. The School District agrees to abide by the Community Center rules related to internet use. Nothing in this paragraph shall be interpreted to suggest that the Community Center shall have any liability whatsoever for the failure of the telephone and internet systems.

The parties agree to cooperate with each other to utilize students in the CITE Program for job training experiences where permissible including, but not limited to class room assistants, clerical, food preparation, janitorial, or other appropriate and agreed upon tasks.

14. The School District and Community Center shall jointly endeavor to maintain each facility in a clean and neat condition with floors, walls, windows, doors, roof and mechanical systems in good working condition. Each party shall also ensure the utility services for water, gas, electric, and scavenger shall continue without interruption. Each shall treat the other's facilities with due care and respect and shall be responsible to repair damage caused by any staff persons or other invitee that occurs as a result of the School District's or Community Center's use; reasonable wear and tear accepted.

Each party jointly agrees to keep the premises in good repair, replacing broken glass and replacing any damage to plumbing fixtures and shall keep the premises in a clean and healthful condition according to the municipal ordinances and direction of the proper public officials during the term of this Agreement at each parties' respective expense (School District shall maintain School District premises and Community Center shall maintain Community Center premises accordingly). If either party is required to make repairs in order to maintain or otherwise restore the premises to its present condition, then the occupant of those premises shall be liable to reimburse the owner for any related expenses, including, but not limited to, reasonable labor and materials expended. Each party shall provide its own janitorial services for its own building. Each party shall be responsible for cleaning the premises efficiently to prevent any infestation of insects or rodents caused by its occupancy.

## **EXHIBIT B**

### **River Forest Community Center Building Plan Supplement**

8020 Madison Street Building Plan  
First Floor

The Community Integrated Transition Education (CITE) program of Oak Park and River Forest High School District 200 will be housed in Room 106 on the first floor of the River Forest Community Center building located at 8020 Madison Street in River Forest.

Room 106 is approximately 840 square feet in size and accounts for 2.2% of the total building space at 8020 Madison Street. The Community Center building is compliant with the provisions of the American with Disabilities Act (ADA) and Room 106 is wheel chair accessible.

In addition to the CITE program being based in Room 106, the program will also have access to other areas of the building including; but not limited to, the kitchen, gymnasium, meeting rooms, laundry areas, and fitness area. It is understood that access to these areas will be subject to the daily building activity schedule and can be arranged between the designated staff members of the Community Center and Oak Park and River Forest High School.