

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

**BOARD HUMAN RESOURCES COMMITTEE MEETING
Tuesday, June 15, 2010
Immediately following the Finance Committee Meeting
Board Room**

AGENDA

- I. Approval of May 18, 2010 Minutes (attachment)**
- II. River Forest Community Center (RFCC) Childcare Report (attachment)**
- III. Faculty Staff FY 2011 FTE Update (attachment)**
- IV. Faculty Staff FY 2010 Attendance Report**
- V. Fine & Applied Arts Division Chair Appointment (attachment)**
- VI. Demographic Report for Athletic Coaches and Activity Co-Curricular Sponsors (attachment)**
- VII. Independent Contractors**
- VIII. Recordkeeping for Personnel and Students**
- IX. Additional Discussion of Human Resources Items**

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, May 18, 2010
Minutes
Board Room**

A Human Resources Committee meeting was held on Tuesday, May 18, 2010, in the Board Room. Mr. Allen opened the meeting at 10:10 a.m. Committee members present were John C. Allen, IV, Jacques A. Conway, 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: James Paul Hunter, Faculty Senate Executive Committee Chair.

Minutes

It was the consensus of the Human Resources Committee members to accept the Minutes of the April 20, 2010 meeting, as presented.

Appointment of Managers, Deans and Counselors

Mr. Edgecombe brought the names of the above forward for approval of the appointment and the recommended stipend amount. The recommended stipend amount is in keeping with the Collective Bargaining Agreement with Faculty Senate. It was the consensus of the Human Resources Committee to recommend to the Board of Education that it approve the appointment of the Managers, Deans, and Counselors and the stipend amounts at its regular May 27, 2010 Board of Education meeting.

In response to a question from a committee member, Mr. Edgecombe indicated that he anticipated the hiring of a department head for the Library next year and that more information would be provided at the Board of Education meeting. The qualifications of the candidate for Fine and Applied Arts will determine which department head positions will be available in the Division.

Ms. Patchak-Layman asked to have information about whether all of the evaluations had been completed available for the May 27 meeting.

Appointment of Non-Affiliated Employees

It was the consensus of the Human Resources Committee members to recommend to the Board of Education that it approve the appointment of the Non-Affiliated Employees at its regular May Board of Education meeting.

It was explained that the placement of administrators into certified and non-affiliated categories is based on what is reported to the state. Some administrators listed in the non-affiliated

category do have administrative contracts. Ms. Patchak-Layman saw this list as being only employees with non-union affiliation, and no administrative category.

After further discussion, it was the consensus of the Committee to discuss the classification of individuals at the PEG Committee in the fall in order to gain further clarification as to the composition of the list.

Ms. Patchak-Layman was concerned about a lack of coverage for the processing of payroll. Ms. Witham reported that the Accounts Payable person will learn how to do payroll beginning July 1. A lower level position will be added in the Business Office to help with filing, etc. Mr. Edgecombe added that 25 individuals responded to the posting for the Administrative Assistant position in Human Resources and nine were judged to be viable. Lauren Smith, the new Director of Human Resources, will schedule interviews with those nine individuals once she begins on July 1st.

Of note, the data analyst position is a 12-month position in the Educational Technology Department and that person will work closely with Ms. Hill.

Ms. McCormack offered that at the elementary level, the PTO has a very organized effort for bringing parents into the school to do some of the more lower-level clerical work. It saved employees and money and integrated parents into the school. She asked if that were a possibility in this size of an institution. Mr. Edgecombe noted that practice would be unusual at the high school level as many of the records have to do with confidential issues such as money, student records, and personnel records, etc. However, some high school PTO's are active in directly helping teachers. Mr. Hunter added that high schools have been sued because of confidential records not being protected. Dr. Lee was concerned about the standards for volunteers, etc.

Dr. Weninger noted that the due date for evaluations of this group was June 30. If an employee was in jeopardy of losing his/her job, his/her name would not appear on this list.

Appointment of Food Service Employees

It was the consensus of the Human Resources Committee to recommend that the Board of Education approve the appointment of the Food Service Employees at its regular May Board of Education meeting. This will be on the consent agenda.

Certified/Non-Certified FTE Summary for Fall 2010-2011

Mr. Edgecombe explained that there is still some flux in staffing. The FTE staff for certified personnel is 229.8 FTE, 1.46 FTE more than the current school year and 2.4 over the five-year budget projections. There was a 1.8 increase in non-certified and administrative personnel. The increase in FTE is due to increased registrations.

Dr. Lee asked for a discussion of the hiring of student/substitute teachers at next month's meeting.

Recognition of Teachers Recommended for Tenure

It was the consensus of the Human Resources Committee to recommend that the Board of Education approve the recognition of tenure for twenty-one (21) teachers at its regular May Board of Education meeting.

Mr. Edgecombe reported that two of these teachers were African-Americans and one was Latino. All of these individuals have had satisfactory evaluations completed or they would not be included on the list. During the first three years of a teacher's service, he/she may be dismissed with no reason given. Once a teacher is in his/her fourth year of service a written reason must be given for the denial of tenure status. Ideally any such reason(s) denying tenure would be supported by concerns noted in writing as a part of the performance review process. The School Code requires that non-tenured teachers whose contracts are not continued to be notified in writing at least 45 days prior to the end of the school term. However, the CBA with Faculty notice requires such notice be given by April 1st. If the Board of Education were not to approve this list, it could be litigious. Tenure is a statutory requirement of the *School Code of Illinois*.

Discussions ensued about the reasons for a teacher not to receive tenure. A teacher might not receive tenure if they had an 1) an unsatisfactory evaluation; or 2) if given the opportunity for remediation and it was successful during the allotted time period. If a teacher fails remediation, he/she could be dismissed immediately.

Mr. Hunter stated that if Board of Education felt some teachers were are not being evaluated correctly, then it should find out how to help them. Comments had been made that when parents speak out against teachers, the school will not support them. Mr. Allen felt significant work needed to be done on the evaluations.

Mr. Conway asked how many teachers had not received tenure in Mr. Edgecombe's tenure. Mr. Hunter responded saying that teachers are encouraged to leave on their own volition. OPRFHS teachers face a vigorous and difficult evaluation process. Mr. Conway believed that the "clientele" should have a say as to what their experience was for their students. A parent spending money on help outside of the classroom because the necessary instruction was not being provided is an issue.

Ms. Patchak-Layman was informed that the District may not provide the ethnicity or gender of District personnel, per the attorney's advice. Employees also self report their ethnicity.

Administrative Search Committee Updates

Mr. Edgecombe reported that all of the searches for the administrative positions have been completed with the exception of the Fine & Applied Arts Division. While the Board of Education had agreed to hiring an interim, DLT continued its search and now has both internal and external candidates to consider for a full time position. He hoped to have a name to bring forward at the June Board of Education meeting.

Adjournment

The Human Resources Committee adjourned at 11:11 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: June 15, 2010
RE: RFCC – Child Care Year End Summary Report

BACKGROUND

At the May meeting of the Human Resources Committee members asked for an end of year summary report on the operation of the child care program.

SUMMARY OF FINDINGS

The Executive Director of the River Forest Community Center, Dick Chappell has submitted the attached report for the consideration of the Board. Mr. Chappell will be in attendance at the June 15th meeting of the Human Resources Committee to discuss the contents of the report.

RECOMMENDATIONS

This report is for information purposes only.



**RIVER
FOREST
COMMUNITY
CENTER**

2009 – 2010 School Year Summary

Overview

The 2009 – 2010 school year was the second year that the River Forest Community Center (RFCC) has been responsible for operating the child care program located at Oak Park River Forest High School (OPRFHS). As with many partnerships, the experiences which occur during the first year generally result in greater efficiencies during the second year of operation. True to form, the Community Center has been able to successfully incorporate its first year experiences into improvements for the child care program.

Specifically, the following are some of the key factors which contributed to the increased success of the child care program during the second year of operation:

- a) **Ongoing Commitment from Both Boards.** Throughout the past two years, the boards of both the Community Center and OPRFHS have continuously supported this cooperative venture and have directed the administrators of each respective organization to take the necessary steps to ensure that the partnership would succeed. The Superintendent and various administrators and staff at OPRFHS are to be commended for their accessibility and the hours which they have committed so both the child care program and the CITE program (which is housed at the Community Center's River Forest site) could successfully meet the needs of the participants. Not only have their efforts helped to strengthen the relationship between the two organizations, but they have contributed significantly to the success of both programs.
- b) **Greater Stability for the Program.** The 2008 – 2009 school year was a year of adjustment for the Community Center as it took on the responsibility of operating the child care program at OPRFHS. As a result of the first year experiences, program participants and RFCC staff members have both gained a greater understanding of the goals and objectives of the Community Center's child care program. This greater understanding has helped enhance the quality and expectations of the program during its second year of operation.
- c) **Established Licensing for Child Care Site.** Since the Community Center was able to operate as an established child care facility licensed by the Illinois Department of Children and Family Services (DCFS) during its second year of operation, RFCC staff were able to devote additional time toward improving the quality of the program. As a reminder, the Community Center operated under a provisional license for a good portion of the first year due to the construction and modifications that had to be completed in order for the rooms to comply with the DCFS licensing standards.

Child Care Program Enrollment

As illustrated on the table below, child care enrollment at the beginning of the 2009 – 2010 school year increased by almost 50% over the previous school year.

Class	2008 – 2009	2009 – 2010
Infants	16	18
Toddlers	1	7
Two Year olds	2	3
Preschool	7	10
Total	26	38

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Teen Age Parent Program (TAPP)

During the 2008 – 2009 school year, the Community Center provided child care services for ten (10) different OPRFHS students which was a significant increase over the previous years when the high school operated the child care program. During the 2009 – 2010 school year, there were only three OPRFHS students who utilized the child care program, including one former student who graduated from OPRFHS at the end of the 2009 school year but continued to use the program while she attended Triton College.

Despite the fluctuations in enrollment and the other challenges that have been presented during the first two years of operation, the Community Center has accommodated every TAPP student who has enrolled in the program. The importance of the Community Center's child care program is further exemplified since every student who was eligible for graduation and who had a child enrolled in the program successfully completed the educational requirements for graduation.

Additionally, the Community Center proactively works with OPRFHS staff members and representatives from other community social service agencies on a year round basis to identify and provide information to students who may need child care services. Once a need for child care services is identified, Community Center staff members work directly with the student to provide guidance and answer questions as well as assist with the completion of the enrollment forms and Department of Human Services (DHS) paperwork that needs to be submitted. Despite these efforts, it needs to be understood that every student who initially expresses interest in the child care program may not follow through with the actual enrollment for reasons which the Community Center, OPRFHS or other social service agencies have no control over, including:

- a) The student does not complete the paperwork or submit it after the birth of the child
- b) The student makes alternate arrangements for child care, most often with another family member
- c) The student does not carry the pregnancy to full term
- d) DHS does not approve funding for the student

Although there have been some financial challenges associated with the TAPP student component of the child care program, to date, the Community Center has been able to balance the factors outlined above and provide a quality child care program for all participants.

Community Integrated Transition Education Program (CITE)

As part of the Space Sharing Agreement between the Community Center and OPRFHS, the high school also operates the CITE program for students ages 18-22 with developmental disabilities at the Community Center's River Forest site.

Although the majority of this summary focuses on the Community Center's operation of the child care program at OPRFHS, I believe it is important for the OPRFHS District 200 board to be aware of the positive feedback that has been received from parents of Community Center program participants about the interaction between their children and participants in the CITE program. A number of parents have commented and expressed appreciation for the learning opportunities that have arisen as a result of having these two groups together in the same building.

While OPRFHS administrators and staff would be able to provide specific or statistical information about the CITE program, it should be known that the working relationship between Community Center staff and the OPRFHS on-site teachers and assistants has been outstanding. In addition to the daily interaction between program participants from both groups (RFCC and CITE), several CITE students have also been assigned jobs at the Community Center including filling vending machines, helping to serve lunch and cleaning the fitness center and other building areas.

The positive results that have been realized by both the Community Center and OPRFHS programs as part of the Space Sharing agreement truly epitomize the benefits of a cooperative partnership.

Financial Information

Financial information for the 2009 – 2010 school year is attached as Exhibits “A” and “B”.

Projections for 2010 – 2011 School Year

Based on the registration which has already occurred in the Spring of 2010, the Community Center is anticipating an increase in enrollment for all classes for the 2010 - 2011 school year and has requested additional space in order to accommodate the increase in enrollment. The Center feels that a reasonable balance of enrollment would be 28 infants, 20 toddler and two year olds and 20 preschool age children. Although it is inevitable at some future point that the Community Center may not be able to serve everyone who is interested in enrolling in the program, it is important to note that the capacity of the child care program will not diminish the commitment of the Center to find creative ways to meet the needs of future TAPP students.

<u>Class</u>	<u>2008 – 2009</u>	<u>2009 – 2010</u>	<u>2010 – 2011</u>
Infants	16	18	28
Toddlers	1	7	13
Two Year olds	2	3	with Toddlers
Preschool	7	10	8
Total	26	38	49

Additionally, based on the preliminary information that the Community Center has received, it is also anticipated that the number of TAPP students is going increase significantly again for the 2010 – 2011 school year. Currently, the Center has three students enrolled for the beginning of the school year and has been notified of at least five other students who are expected to give birth during the Fall of 2010. As previously stated, the Community Center will continue to work with OPRFHS and other community social service agencies in order to have child care program services available for OPRFHS students.

River Forest Community Center

RFCC Child Care Site at Oak Park River Forest High School (OPRFHS)

Monthly Enrollment & Income/Expense

2009 - 2010 School Year (August, 2009 - June, 2010)

Income

Infants (6 weeks to 15 months)

Class	Wkly Rate	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total Income
Infant Class 1	\$250.00	5	5	7	8	8	7	8	7	6	6	7	\$62,227.27
Infant Class 2	\$250.00	11	11	10	9	11	12	10	9	9	9	8	\$91,659.09
TAPP students	\$202.50	2	2	2	2	2	2	1	1	1	1	1	\$11,579.32
Total		18	18	19	19	21	21	19	17	16	16	16	\$165,465.68

Toddlers (15 months - 2 years)

Class	Wkly Rate	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total Income
Toddlers	\$240.00	7	7	7	6	5	5	5	5	5	5	5	\$50,050.91
Total		7	7	7	6	5	5	5	5	5	5	5	\$50,050.91

Two Year olds (24 - 36 months)

Class	Wkly Rate	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total Income
Two Year olds	\$230.00	3	3	3	2	3	4	5	5	5	5	4	\$32,492.73
Total		3	3	3	2	3	4	5	5	5	5	4	\$32,492.73

Preschool (3-5 year olds)

Class	Wkly Rate	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total Income
Preschoolers	\$205.00	10	10	10	10	10	10	10	10	10	9	9	\$74,470.91
Total		10	10	10	10	10	10	10	10	10	9	9	\$74,470.91

Total Income

\$322,480.23

All enrollment figures are based on the last day of each month

River Forest Community Center

Child Care Center at Oak Park River Forest High School

Income/Expense Statement (as of June 8, 2010)

2009 - 2010 School Year

Income

Tuition	\$	322,480.23
Total Income	\$	322,480.23

Expenses

Salaries	\$	224,675.04
Employer costs	\$	17,187.64
Insurance benefits (based on 9 employees)	\$	34,992.00
Supplies	\$	11,080.54
Lunches	\$	8,800.00
Equipment	\$	8,301.74
Workman's Comp Insurance	\$	4,144.95
RFCC Administration (finance, office, etc.)	\$	11,643.24
a) 15% of Early Childhood Director - Lia Madonia		
b) 4% of RFCC office admin, finance, etc.		
Total Expenses	\$	320,825.15

Net Income for school year	\$	1,655.08
TAPP grant (from State of Illinois)*	\$	22,757.00

* Payment pending from State of Illinois & paid directly to OPRFHS

Oak Park and River Forest High School
District 200

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

TO: Board of Education

FROM: Jason Edgecombe

DATE: June 15, 2010

RE: FY 2011 FTE Summary Update

BACKGROUND

As promised at the May Human Resources Committee meeting attached is an updated FTE Summary report for FY2011. This updated report puts the District one step closer to finalizing the FTE status for all employee groups for the coming year. A final FTE report will be presented at the August meeting of the Human Resources Committee.

SUMMARY OF FINDINGS

As reflected on the attached chart, faculty FTE for Fiscal Year 2011 reflects an increase of 2.1 when compared with the final FTE total for Fiscal Year 2010. The increase in faculty FTE is related to a combination of factors (decreases in Business - .2, FCS - .5, Visual Arts - .2 and other releases - .2 for a total decrease of a negative .9; and increases in History - 1.2, Mathematics - .3, Science - .9, Theater/TV Production - .3, and World Languages - .5 for a total increase of a positive 2.1).

The Non-Certified Employee Group for FY 2011 reflects an increase of 2.55 FTE when compared with the final FTE for FY 2010. The increase in Non-Certified FTE is related to a combination of factors – a decrease in the non-affiliated employee group of .53 and in the SST employee group of .07 and an increase in CPA employee group of 3.15.

The Administration reflects a decrease of .8 FTE for Fiscal Year 2011 when compared with the final FTE for Fiscal Year 2010. The decrease in Administrative FTE is related to a combination of factors (a decrease in DLT – 1.0 and an increase in BLT - .2).

The overall employee FTE for the District presently projects to be 3.85 FTE more than the FTE at the conclusion of the current school year. The major factor in the projected increase in FTE is due to the administrative decision to bring approximately ten (10) off-campus students back on campus. Off-campus students cost the District approximately \$60,000 each per school term. While bringing the students back the campus increases FTE by 2.6 (1.0 faculty and 1.6 teaching assistant), the District does project savings of about \$200,000 annually.

RECOMMENDATIONS

There are no recommendations for this report; this is an information item only.

Oak Park and River Forest High School District 200
Fiscal Year 2011 Certified/Non-Certified Staffing FTE Report^{1,2}

Area/Division/Employee Group	F.T.E. 2006-2007	F.T.E. 2007-2008	F.T.E. 2008-2009	F.T.E. 2009-2010	F.T.E. 2010-2011	F.T.E. Change 2009-2010 vs 2010-2011
Faculty						
Alternative Program	1.4	1.4	1.0	1.0	1.0	0.00
Business Education	5.7	5.5	5.8	6.6	6.4	-0.20
Deans	4.0	4.0	4.0	4.0	4.0	0.00
Driver Education	6.0	6.0	6.1	6.2	6.2	0.00
English	29.0	28.4	27.2	27.8	27.8	0.00
Family and Consumer Sciences	2.0	2.0	2.0	2.4	1.9	-0.50
Guidance	12.0	12.0	12.0	12.0	12.0	0.00
History	22.4	22.0	22.3	22.2	23.4	1.20
ISIT	3.0	3.0	3.0	3.0	3.0	0.00
Mathematics	26.4	26.2	26.1	26.2	26.5	0.30
Music	3.6	3.0	3.0	3.0	3.0	0.00
Physical Education	15.4	14.8	14.5	14.6	14.6	0.00
Science	24.2	23.2	23.9	24.0	24.9	0.90
Special Education	38.0	40.0	40.4	40.4	40.4	0.00
Technology	2.0	2.0	1.5	1.8	1.8	0.00
Theater/TV Production	1.6	1.2	1.5	1.3	1.6	0.30
Visual Arts	5.4	5.3	5.5	5.4	5.2	-0.20
World Languages	20.0	19.9	20.4	20.8	21.3	0.50
Other Assignments/Release Periods ³	4.3	4.1	5.1	5.7	5.5	-0.20
Sub-total	226.4	224.0	225.3	228.4	230.5	2.10
Non-Certified Employee Groups⁴						
Buildings and Grounds	41.50	40.70	40.70	40.70	40.70	0.00
Classified	80.85	67.80	70.71	64.07	67.22	3.15
Food Service	28.40	19.95	19.95	21.68	21.68	0.00
Non-Affiliated	38.75	41.50	38.88	37.01	36.48	-0.53
Safety and Support Team	22.60	18.13	18.13	17.80	17.73	-0.07
Sub-total	212.10	188.08	188.37	181.26	183.81	2.55
Administration						
Building Administration/Division Heads	8.6	9.1	9.6	9.4	9.6	0.20
District Administration	6.0	5.0	6.0	5.0	4.0	-1.00
Sub-total	14.6	14.1	15.6	14.4	13.6	-0.80
TOTALS	453.10	426.18	429.27	424.06	427.91	3.85

¹ F.T.E. = Full-Time Equivalent of 1.0

² F.T.E. = Shown here is a summary of paid employees and excludes employees on Sabbaticals and unpaid Leaves of Absence.

³ F.T.E. = Spoken Word, Title I, Learning Sem./Reading Supp., FS Chair, Proj. Schol/Coil .Prep, Test Prep, Rtl and Engage Learning Coordinator.

⁴ F.T.E. = For 2008 and beyond, FTE is reported as hours worked based on 2080 hours vs Number of Employees as in prior years.

Oak Park and River Forest High School District 200

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

TO: Board of Education

FROM: Jason Edgecombe

DATE: June 15, 2010

RE: Report on Faculty/Staff Attendance

BACKGROUND

Each June, the administration provides the Board of Education with statistical information related to attendance data for members of the Faculty Senate. This year's presentation also includes information on administrative, CPA, Non-Affiliated and Safety and Support Team attendance. The areas of leave that are represented in the reports 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 1,155 periods covered by faculty for Special Education purposes. The number of absences due to staffing in FY2010 is contrasted with the FY 2009 number of 1,209, a decrease of about 4.5%.

SUMMARY OF FINDINGS

The attached faculty document provides FY 2010 attendance data. When compared with FY 2009 overall absences have increased 6.7% (3,397.5 vs. 3185.5), which is the same percentage of increase as a year ago. The Table below provides a brief summary of the data for FY 2010. In the sick leave category 300 days in FY 2010 are attributable to maternity/non-birthing parent leave as compared to 390 days in FY 2009.

	2008 - 2009	2009 - 2010	% of Change
Sick Leave	1873	1957	4.5 (+)
Personal Leave	456	432.5	5.4 (-)
Professional Leave	840.5	977	16.3 (+)
Jury Duty	16	31	93.7 (+)
Total	3185.5	3397.5	6.7 (+)

The attached non-faculty document provides FY 2010 attendance data for administration, CPA, Non-Affiliated and Safety and Support. A summary of the attendance data is provided below without a comparison to last year.

	2009 - 2010
Sick Leave	1934
Personal Leave	240
Professional Leave	232
Jury	14
Total	2420

RECOMMENDATIONS

This is an information item only.

Oak Park and River Forest High School
District 200

2009-2010 Faculty Absence Report
Totals for School Year 2009-2010

Division/Department (FTE)	Sick¹	Personal²	Professional³	Jury Duty	Totals
Business Education (6.6)	20	9	46.5	2	77.5
Counseling (12)	176.5	20	45.5	5	247
Deans (4)	23.5	8.5	23	--	55
Driver Education (6.2)	12	11.5	36	2	61.5
English (27.8)	288.5	60.5	134	9	492
Family and Consumer Sciences (2.4)	14.5	4	13	-	31.5
History (22.2)	231	35.5	94	3	363.5
ISIT (3)	10	8.5	18.5	1	38
Mathematics (26.2)	275	50.5	81.5	3	410
Music (3.0)	6.5	1	17	--	24.5
Physical Education (14.6)	172.5	37.5	39	--	249
Science (24.0)	86.5	36.5	120.5	3	246.5
Special Education (40.4)	407	81.5	174	3	665.5
Technology (1.8)	4.5	6	12.5	--	23
Theater/TV Production (1.3)	6.5	5	12.5	--	24
Visual Arts (5.4)	19	11.5	30	--	60.5
World Lang (20.8)	203.5	45.5	79.5	--	328.5
TOTALS	1957	432.5	977	31	3397.5

1. Sick column includes maternity/non-birthing parent leave of absence (300)

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

FY 2010 Absent Summary Report – Faculty/Staff/Administration

Group	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May/ June	TOTAL	Sick Leave	Personal	Prof.	Jury Duty
ADMIN.	5	11	19	43.5	27.5	26	25.5	28.5	36	25	49.5	296.5	103.5	61	132	
CPA	3	27	108.5	147	104	93	107	119.5	81	110	168.5	1068.5	906.5	110.5	39.5	12
FACULTY		40.5	318	429	294.5	268. 5	205.5	362	461	444	574.5	3397.5	1957	432.5	977	31
NON- AFFIL.	42	26.5	37.5	55	32	22	37.5	21	50.5	55.5	30.5	410	308.5	42	57.5	2
SECURITY		10	55	56	46.5	31.5	73	82	102.5	97.5	91	645	615.5	26.5	3	
TOTALS	50	115	538	730.5	504.5	441	448.5	613	731	732	914	5817.5	3891	672.5	1209	45

July 1 through June 11, 2010

Oak Park and River Forest High School
District 200

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

TO: Board of Education

FROM: Jason Edgecombe *JE*

DATE: June 15, 2010

RE: Fine and Applied Arts Division Head Appointment

BACKGROUND

I am pleased to be in a position to advise the Board that the First Round Interview Committee for the Fine and Applied Arts Division Head, the faculty of the Fine and Applied Arts Division and the District Leadership Team have concurred that Sarah Roodhouse has successfully navigated the established search process for administrators and has proved herself ready to serve as the next leader of the Division.

SUMMARY OF FINDINGS

Ms. Roodhouse is currently the Fine and Performing Arts Lead Teacher/Arts Technology Director for After School Programs for the Walt Disney Magnet School in the Chicago Public School system. She has also served as: a music teacher for the LeMoyne School in CPS; an Assistant Principal for Industry High School in Industry, IL; a music teacher for the LaHarpe School District in LaHarpe, IL; a Fine Arts Chair for the West Pike School District in Kinderhook, IL; a Project Success Coordinator for the Macomb School District in Macomb, IL; and as a Graduate Assistant at the University of Illinois in Springfield, IL.

Ms. Roodhouse received her undergraduate degree in piano pedagogy from the University of Illinois at Urbana-Champaign, a graduate degree in piano pedagogy from Western Illinois University in Macomb, IL and an Advanced Certificate in Educational Leadership from the University of Illinois in Springfield, IL.

The principal of the Walt Disney Magnet School could not have been more complimentary regarding Ms. Roodhouse's service at the school and her qualifications as a professional educator and leader. Using words such as fabulous, wonderful and more than capable, Ms. Roodhouse was described as a hard worker who was extremely organized, got along well with others and was well prepared to serve as our next Division Head. The principal was clear that she did not want lose a talent such as Ms. Roodhouse and pleaded with me not to take her away.

Ms. Roodhouse's resume is attached for review by the Board. Her compensation package will be similar to the package offered to other Division Heads employed for FY2011.

RECOMMENDATION

We recommend that the Board approve the appointment and employment of Sarah Roodhouse as the Division Head for Fine and Applied Arts under the terms outlined in the Personnel Recommendations.

7518 N. Eastlake Terrace, 2N
Chicago, IL
60626

Phone Number (773) 262-4191
E-mail Address sjroodhouse9@hotmail.com

Sarah Roodhouse

OBJECTIVE

- Dedicated educator seeking a leadership position in the Fine Arts focused on positive outcomes and continuous improvement for all students and stakeholders

LEADERSHIP & TEACHING EXPERIENCE

2003-2009 Chicago Public Schools Chicago, IL
Director of After School Programs/Magnet Cluster Lead Teacher – Walt Disney Magnet School

- Managed over \$600,000 in After School Grant Programs
- Developed RFP/SIPPA Leadership Team – Magnet Cluster
- Integrated Instructional Technology – Fine Arts/Reading/Math

Director – Tuition Based After School Program – John V. LeMonye Coordinator - CCT Arts Grant

- Maintained Budget, Staffing, Vendors, Payroll, Enrollment, Discipline
- Served as Secretary - PPLC Committee, SIPPA Plan
- Assisted as Acting Administrator
- Developed Sequential Curriculum Map - Collaborative Fine Arts Grant - CCT

2002-20003 Industry School District Industry, IL
Teaching Assistant Principal – K-12

- Assisted in Building Leadership
- Assisted as Acting Principal
- Facilitated Student Assistance Program

2000-2002 LaHarpe School District LaHarpe, IL
Pre-K – 12 Vocal Music Education/Choirs/Jazz Choir – K-12

1999 – 2000 Illinois State Board of Education Springfield, IL
Internship – Division of Certificate Renewal

- Facilitated research in Content Area Standards/Professional Development for teachers, administrators and teacher preparation programs
- Researched criteria for providers of professional development

University of Illinois Springfield, IL
Graduate Assistant in Educational Leadership

- Achieved increased faculty through data analysis of enrollment figures
- Participated in External Review Team – Quality Assurance - ISBE
- Assisted in the development of web board instruction online master's program – UIS

1995 – 1999 West Pike School District Kinderhook, IL
Department Chair – Fine Arts Department – K-12

- Coordinated Fine Arts Curriculum, Enrollment & IHSA/IESA activities
- Established fund raising, parental involvement, community collaboration, and public relations
- Maintained performance calendar and curriculum alignment

1994 - 1995 Macomb School District Macomb, IL
Project Success Coordinator

- Created and maintained budget – authored and achieved grant renewal
- Conducted Needs assessment – social services for families with children in public schools
- Facilitated a Model Parent Education Program – Birth to 8 initiative
- Facilitated Community Action Plans
 - Preventative Health Care
 - Nutrition and Nutrition Education
 - Preventative Mental Health Services
 - Services that Protect and Promote the Stability of the Family
 - Substance Abuse Prevention
 - Activities which enhance positive Interaction within Families

1990 – 1994 Illinois Wesleyan University Bloomington, IL
 Western Illinois University Macomb, IL

Adjunct Faculty/Grad. Asst. – Department of Music – Piano Pedagogy

- Instruction in piano lab and private piano
- Facilitated aural skills/music theory instruction
- Assisted in computer music instruction

EDUCATION

- Advanced Certificate in Educational Leadership
University of Illinois at Springfield
- Master of Arts – Piano Pedagogy
Western Illinois University
- Bachelor of Science – Piano Pedagogy
University of Illinois at Urbana-Champaign

TECHNOLOGY

Instructional Technology
Student Management Software
Microsoft Office Data Management/ Analysis
Power Point/On-line Documentation
Web Board Instruction
Interactive White Boards

CERTIFICATIONS

Type 75
Type 03
Type 09

ACCOMPLISHMENTS

Relationship Management – Established effective rapport with outside partners including but not limited to Action for Children, YMCA, United Way, Urban Gateways, Hubbard Street Dance, Looking Glass Theatre, CAPE, Chicago Community Trust, A.R.T., Young Rembrandts, Old Town School of Folk Music, Illinois Biotechnology Industry Organization, Illinois Venture Capital Association, Chicago Asthma Consortium, Respiratory Health Association of Metropolitan Chicago, DePaul Professional Development Program

School and Community Grant – As project coordinator achieved grant funds with the YMCA for an activity center to promote positive interactions within and among families

Research/Evaluation – Conducted action research comparing the audio processing skills of music literacy and the audio processing skills in reading literacy as they relate to emerging reading skills and reading intervention

Publication – Publication of above action research in the *Journal for Music in Education- Advancing Music for Changing Times*

Access to After School Program – Brokered with Action for Children of Illinois allowing families in need to access our tuition based after school program using subsidized payments including Autistic populations

Justified New Position – Through evaluation and analysis of registration data, served on Faculty Search Committee which won a new position for the Department of Educational Leadership – University of Illinois at Springfield

Presentations – Multiple presentations - Area Instruction Officer's Education Fair *Arts and Technology* - Cluster curriculum development to financial backers of the Chicago Community Trust –Integration techniques/process documentation as Magnet Cluster Lead Teacher – Innovative practice - Office of Academic Enhancement – Area 2 Ed Fair Presentations 2005 – 2009

Innovative Practice/Digital Technology – State of the art digital learning lab, developed instructional technology that emphasize a cross-disciplinary approach toward learning

Chicago Arts Partners in Education/National Learning Laboratory – Presentation in Boston and Minneapolis of action research looking at the factors of Attention, Processing, Sequencing and Memory in the acquisition of both Music Literacy and Reading Literacy

Breathing in Tune – Creation and presentation of original music produced in a full length CD for children and families to help manage the disease of asthma - Asthma Camps – Asthma Walk – Harpo Productions – NIH innovative research grant – Illinois Innovation Challenge Grant – Poster Presentation/AEC – New Orleans

CCT Fine Arts Grant – Lead collaborative team made up of a four school cluster in developing a sequential curriculum for arts instruction for all populations – John C. Lemoyne – Autism Center

Baldwin Fellowship- One of six national winners recognized by the Baldwin Music Company

***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: June 15, 2010
RE: Demographic Information for Co-curricular Athletic Coaches and Activity Sponsors

BACKGROUND

At the May meeting of the Board of Education an inquiry was made regarding the demographic makeup of the co-curricular athletic coaches and activity sponsors.

SUMMARY OF FINDINGS

The Athletic Director, John Stelzer and the Assistant Principal for Student Activities have provided the attached documents.

RECOMMENDATIONS

These documents are for information purposes only.

2010-11 OPRFHS COACHING STAFF INFORMATION										
Sport	Faculty	Staff	External	M/F	Ethnic.	Head Coach	Head Level	Asst.	Volunteer	Multi Sport
FALL										
Cross Country Boys	X			M	HISP.	X				X
(2.5 stipends)		X		M	HISP.			X		X
	X			M	WHITE			X		X
Cross Country Girls			X	F	WHITE	X				X
(2.5 Stipends)	X			F	WHITE			X		X
	X			M	WHITE			X		
Cheer			X	F	WHITE	X				
(2.5 stipends)			X	F	BLACK		X			
			X	F	BLACK			X		
Drill	X			F	WHITE	X				
(2.5 stipends)	X			F	WHITE			X		
	X			F	WHITE			X		
	X			F	BLACK			X		
Field Hockey	X			F	WHITE	X				X
(4.0 stipends)			X	F	WHITE		X			
	X			F	WHITE		X			
			X	F	BLACK			X		X
			X	F	WHITE			X		
Football	X			M	WHITE	X				
(13 stipends)			X	M	WHITE			X		
		X		M	WHITE			X		
	X			M	BLACK			X		X
	X			M	WHITE			X		X
		X		M	WHITE		X			X
		X		M	WHITE			X		
			X	M	HISP			X		
			X	M	HISP				X	
			X	M	HISP				X	
		X		M	WHITE			X		
			X	M	BLACK			X		X
	X			M	WHITE			X		X
	X			M	WHITE				X	
	X			M	BLACK		X			X
	X			M	BLACK			X		
Sport	Faculty	Staff	External	M/F	Ethnic.	Head Coach	Head Level	Asst.	Volunteer	Multi Sport
Golf Boys	X			M	WHITE	X				
(2 stipends)	X			M	WHITE			X		X
			X	M	WHITE			X		
Golf Girls	X			M	WHITE	X				
(2 stipends)	X			F	WHITE			X		
Soccer Boys	X			M	WHITE	X				X
(6 stipends)			X	F	WHITE		X			X
	X			M	HISP.		X			X

[illegible]

Sport	Faculty	Staff	External	M/F	Ethnic.	Head Coach	Head Level	Asst.	Volunteer	Multi Sport
WINTER										
Basketball Boys	X			M	WHITE	X				
(6 stipends)			X	M	WHITE		X			
			X	M	WHITE			X		
	X			M	BLACK			X		X
			X	M	BLACK			X		
		X		M	WHITE			X		X
			X	M	WHITE		X			
			X	M	WHITE			X		
		X		M	WHITE			X		
Basketball Girls			X	M	WHITE	X				
(5.5 stipends)			X	F	BLACK				X	
		X		M	BLACK		X			
		X		M	BLACK			X		
			X	F	WHITE			X		X
	X			M	BLACK			X		X
	X			M	WHITE			X		
Gymnastics			X	F	WHITE	X				
(2 stipends)			X	F	WHITE			X		
			X	F	BLACK			X		
Swim/Dive Boys	X			M	WHITE	X				
(3.5 stipends)	X			M	WHITE			X		X
			X	M	WHITE			X		X
	X			M	WHITE			X		X
	X			F	WHITE			X		X
Wrestling	X			M	WHITE	X				
(5 stipends)	X			M	BLACK			X		
	X			M	WHITE		X			
	X			M	WHITE		X			
			X	M	HISP			X		
			X	M	WHITE			X		
	X			M	HISP			X		

[illegible]

Sport	Faculty	Staff	External	M/F	Ethnic.	Head Coach	Head Level	Asst.	Volunteer	Multi Sport
Tennis Boys			X	M	WHITE	X				X
(2.5 stipends)	X			M	WHITE			X		X
			X	M	WHITE				X	X
	X			M	WHITE			X		X
Boys Track		X		M	WHITE	X				X
(4.5 stipends)	X			M	HISP.			X		X
		X		M	HISP.			X		X
			X	M	WHITE			X		X
			X	M	BLACK			X		X
	X			F	WHITE			X		X
			X	M	WHITE				X	
Girls Track	X			M	WHITE	X				X
(4.5 stipends)	X			M	BLACK			X		
			X	F	WHITE			X		
			X	F	WHITE			X		
	X			M	WHITE			X		
Volleyball Boys			X	M	WHITE	X				X
(4.5 stipends)		X		F	WHITE		X			X
			X	M	WHITE		X			
		X		F	WHITE		X			
			X	M	WHITE		X			
Water Polo Boys		X		M	WHITE	X				
(2 stipends)			X	M	WHITE			X		
Water Polo Girls			X	F	WHITE	X				
(2 stipends)	X			F	WHITE			X		
			X	F	WHITE			X		

TABLE		
	#	%
OPRF Faculty	70	45%
OPRF Staff	18	12%
External Coaches	68	43%
TOTAL COACHES	156	(duplicates)
Multi-Sport Coaches	31	25%
Total Coaches	125	(non-duplicates)
Male Coaches	80	64%
Female Coaches	45	36%
TOTAL	125	(non-duplicates)
White Coaches	93	74%
Black Coaches	22	18%
Hispanic Coaches	10	8%
TOTAL	125	(non-duplicates)
Total Dist. Stipends	116	

2010-11 OPRFHS ACTIVITY SPONSOR INFORMATION							
Club/Activity	Faculty	Staff	External	M/F	Ethnicity	Lead Sponsor	Multi Sponsor
ACTSO	X			F	BLACK		
A Place for All/GSA	X			M	WHITE	X	
	X			F	WHITE		
Art Club	X			F	WHITE		
ASPIRA (Latin Culture Club)	X			F	HISP		
Astronomy Club	X			M	WHITE	X	
	X			M	WHITE		
Best Buddies	X			F	WHITE	X	
	X			F	WHITE		
Chemistry Club	X			F	WHITE	X	
	X			F	WHITE		
Crest	X			M	WHITE		
Dance Club	X			F	WHITE		X
Dudes Makin' a Difference	X			M	BLACK		X
Environmental/Biology Club	X			F	WHITE		
Fellowship Christian Athletes °				M	WHITE		
Gospel Choir		X		F	BLACK	X	
			X	F	BLACK		
Intramurals	X			M	BLACK		
Italian Club	X			F	WHITE		
Japanese Club	X			F	WHITE		
Jazz Band II *	X			M	WHITE		X
M.A.D.G. (Anime Club)				TBD	TBD		
Make up, Theatrical		X		F	WHITE		X
Marching Band	X			M	WHITE	X	
	X			M	BLACK		X
Asst. Frontline			X	M	WHITE		
Asst. Drumline			X	TBD	TBD		
Asst. Field Technician			X	TBD	TBD		
Marching Band - Flags	X			F	WHITE		
Mock Trial	X			M	WHITE	X	
	X			F	WHITE		
Model U.N.	X			M	WHITE		
Musical*	X			F	WHITE		X
Dance	X			F	WHITE		X
Music	X			F	WHITE		X
Music	X			M	BLACK		
Piano	X			F	WHITE		
Piano	X			M	BLACK		
Newscene*	X			M	WHITE		
Orchesis*	X			F	WHITE	X	
	X			F	WHITE		
Pep Band	X			M	WHITE		
Photography Club	X			F	WHITE		X
1 st Fall Little Theatre Show	X			F	WHITE		X
2 nd Fall Little Theatre Show	X			F	WHITE		
1 st Spring Little Theatre Show	X			M	WHITE		
2 nd Spring Little Theater Show	X			F	WHITE		X
Prom Planning Committee	X			M	WHITE		
Props		X		M	WHITE		X
Psychology Club	X			F	WHITE		X
SADD	X			F	WHITE		
Science Fiction & Fantasy Club	X			M	BLACK	X	
		X		F	WHITE		
Snowball	X			F	WHITE		

2010-11 OPRFHS ACTIVITY SPONSOR INFORMATION

[illegible]

STATISTICS							
	#	%					
OPRF Faculty	65	72%					
OPRF Staff	6	6%					
External Sponsors	12	13%					
TBD	7	7%					
TOTAL SPONSORS		90	(duplicates)				
Multi-Activity Sponsors	15	16%					
Total Sponsors	75	83%	(non-duplicates)				
Male Sponsors	31	41%					
Female Sponsors	44	59%					
TOTAL		75	(non-duplicates)				
White Sponsors	67	89%					
Black Sponsors	7	9%					
Hispanic Sponsors	1	1%					
TOTAL		75	(non-duplicates)				
Total District Stipends	69						

***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: June 15, 2010

RE: Independent Worker/Vendor Contracts

BACKGROUND

Annually the Board of Education is asked to approve contracts with independent workers/vendors for the provision of various services needed by the District. The District determined in the mid 1990s that independent contractual arrangements were a cost effective method for providing important services to or on behalf of students. The Internal Revenue Service (IRS) recognized the District's contractual arrangement with independent workers/vendors as in compliance with IRS rules and regulations during the early part of this century.

The contracts being presented at this time are for Occupational Therapy, Residency Confirmation and Social Work Services. The Occupational Therapist, Ms. Lisa Vincent has been providing these services to the District for the past six (6) years, R.W.D. and Associates, Inc. will be in the second year of residency confirmation services and the Social Worker, Ms. Patricia Woytek will also be in her second year of service. The administrators responsible for the work of the independent workers have judged the work of the independent workers to be of high quality and of benefit to the District.

SUMMARY OF FINDINGS

The attached contracts represents the terms and conditions of the District's relationship to each of the independent workers/vendors. The terms and conditions have not been changed from FY 2010, however, rate increases of 2% are proposed for the remuneration of services.

Acceptance of the proposed 2% increase would result in a FY 2011 hourly rate of \$73.44 for Occupational Therapy services; for social work services, initial evaluations and re-evaluation would cost \$357 and \$306 respectively per evaluation, while the hourly rate for attendance at staffing and classroom observations by Ms. Woytek would remain at \$50 and \$27.50 respectively; and the annual rate for residency confirmation services by R.W.D. and Associates, Inc. would be \$48,457, with reimbursement for travel services remaining at \$1,200 annually.

As an FYI, District records reflect through May 2010, payments of \$89,500 for Occupational Therapy, \$17,100 for social work services and \$44,644 for residency confirmation services.

RECOMMENDATION

We recommend approval of the Independent Worker/Vendor contracts as presented.

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

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

Attachments (4) – In addition to the independent worker/vendor contracts a report regarding services is attached from R.W.D. and Associates, Inc.

**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 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: R.W.D. and Associates, Inc.

District Contact Person: Janel Bishop

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, 2010 – June 30, 2011

Service Fee: \$48,457 annually for Residency Confirmation Services

Contract Administrator: Janel Bishop, Assistant Principal for Student Health and Safety

- 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, 2010.
- 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:

Janel Bishop, Assistant Principal for Student Health and Safety
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 @oprflhs.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 25th day of June 2010:

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

By _____
Cheryl Witham, Chief Financial Officer

Date _____

By _____
Janel Bishop, Assistant Principal for Student
Health and Safety/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, 2010 – June 30, 2011.

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, 2010 – June 30, 2011.
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 \$48,457 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
201 N. Scoville
Oak Park, Illinois 60302**

**BOARD HUMAN RESOURCES COMMITTEE MEETING
Tuesday, June 15, 2010
Immediately following the Finance Committee Meeting
Board Room**

AGENDA

- I. Approval of May 18, 2010 Minutes (attachment)**
- II. River Forest Community Center (RFCC) Childcare Report (attachment)**
- III. Faculty Staff FY 2011 FTE Update (attachment)**
- IV. Faculty Staff FY 2010 Attendance Report (attachment distributed on 061410)**
- V. Fine & Applied Arts Division Chair Appointment (attachment)**
- VI. Demographic Report for Athletic Coaches and Activity Co-Curricular Sponsors (attachment)**
- VII. Independent Worker/Vendor Contracts (attachment)**

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 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 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: Patricia R. Woytek, Certified School Social Worker

Contact Person: Linda Cada

Address: 742 South Cuyler Avenue Oak Park, IL 60304

Telephone: 708 – 524 – 5449

Email: patwoytek@ameritech.net

Fax: _____

- o Brief Description
- o of Services: For identified students the Provider is to provide the School District with case study evaluations, re-evaluations, hospital discharges, manifestations, screening committees, and counseling groups as prescribed by the Special Education Division in keeping with the laws of the School Code of Illinois. As available, the Provider will participate in student staffings and student classroom observations as appropriate or as requested by the School District.

Time Period of Work: August 23, 2010 – June 10, 2011

Fee/Rate: \$357.00/initial evaluation; \$306.00/re-evaluation, hospital discharge or manifestation; \$50.00 hourly for staffings beyond the first hour, screening committee or counseling group; and \$27.50 for classroom observations per occurrence.

Contract Administrator: Linda Cada, Director of Special Education

- B. Representations by Provider: The Provider represents that he is qualified to provide 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 to perform the designated work.

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, 2011.
- C. Direction: The Provider shall receive and follow instructions regarding the work from the Director of Special Education (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 personal services of the Provider named in Section IA (Steven Meyer). The School District intends and expects that the Services called for by this Agreement shall be provided by Mr. Meyers and that no substitution of other individuals will occur without the expressed written agreement of the School District.
- B. Availability: Provider warrants that he is personally available and qualified to perform the Services called for in this Agreement as required by the staffing schedule.
- C. Subcontractors: The Provider shall personally 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 he 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 practiced 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, nor 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 is interested 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 he 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 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 mutually be 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:

Linda Cada, Director of Special Education
Contract Administrator
Oak Park and River Forest
High School District
201 N. Scoville
Oak Park, IL 60302 2296
Phone: 708 – 434 - 3106
Fax: 708-434-3921
E-mail: lcada@oprfs.org

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

Patricia R. Woytek
742 South Cuyler Avenue
Oak Park, IL 60304
Phone 708 – 524 – 5449

- 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 25th day of June 2010:

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

By _____
Cheryl Witham, Chief Financial Officer

Date _____

By _____
Linda Cada, Director of Special Education/
Contract Administrator

Date _____

By _____
Patricia Woytek, Service Provider

Date _____

APPENDIX A
Description of Work

The Provider is responsible for providing the School District with identified student case studies and re-evaluations as prescribed by the Special Education Division in keeping with the laws of the School Code of Illinois. The Provider is also responsible for completing Medicaid Fee for Service documents that assist the School District in obtaining reimbursement as prescribed by federal and state regulations. As available, the Provider will participate in student staffings for whom case studies and/or re-evaluations have been completed as appropriate or as requested by the School District and conduct classroom observations as required by special education regulations. Such services will be provided during the school term, which is the period August 23, 2010 – June 10, 2011.

1. **QUALIFICATIONS.** The Provider shall be a professional with prior experience in social work, possess a master's degree in social work and be a licensed clinical social worker in the State of Illinois. The Provider is expected to conduct himself with the highest degree of ethical and professional standards.
2. **SUPERVISION:** The Provider is considered to be an independent worker 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 Director of Special Education, as the contact person for the Provider. Questions related to the required work shall be directed to the Director of Special Education.
3. **DUTIES:** It is hereby agreed and understood that the Provider will perform the following duties:
 - (A) Conduct case study evaluations and re-evaluations for designated students.
 - (B) Participate in designated student staffings.
 - (C) Observe designated students in mainstream classroom settings.
 - (D) Complete evaluation and re-evaluation reports and other required documents in a timely manner.
 - (E) Communicate regularly with the Director of Special Education.
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 requirements of Special Education regulations. The Provider must be available during the school term, August 23, 2010 – June 10, 2011.
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 School District students to the private practice of the Provider or the private practice of other service providers used by 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 compensation based on the type of service rendered. Service rates are provided below:

A. Initial Social Histories	\$357.00
B. Re-Evaluations/Hospital Discharges/Manifestations	\$306.00
C. Student Staffings beyond the first hour/Screening Committees/Counseling Groups	\$50.00 per hour
D. Classroom Observations	\$27.50 per occurrence
2. Mileage and expenses incurred for travel related to the completion of services required by the terms of this contract will reimburse at the prevailing Internal Revenue Service rate for mileage and for actual expenses incurred. The distance from the School District to the site of the necessary services shall be used in determining the amount of reimbursement.

**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 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: Lisa Vincent

Contact Person: Linda Cada

Address: 841 S. Highland Oak Park, IL 60304

Telephone: 773 - 505 - 9278

Email: _____

Fax: _____

Brief Description
of Services:

For identified students the Provider is to provide the School District with occupational therapy services and evaluations as prescribed by the Special Education Division in keeping with the laws of the School Code of Illinois. As available, the Provider will participate in student staffings and student classroom observations as appropriate or as requested by the School District.

Time Period of Work: August 23, 2010 - June 10, 2011

Fee/Rate: \$73.44 per hour for OT services.

Contract Administrator: Linda Cada, Director of Special Education

- B. Representations by Provider: The Provider represents that she is qualified to provide 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 to perform the designated work.

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, 2011.
- C. Direction: The Provider shall receive and follow instructions regarding the work from the Director of Special Education (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 personal services of the Provider named in Section IA (Lisa Vincent). The School District intends and expects that the Services called for by this Agreement shall be provided by Ms. Vincent and that no substitution of other individuals will occur without the expressed written agreement of the School District.
- B. Availability: Provider warrants that she is personally available and qualified to perform the Services called for in this Agreement as required by the staffing schedule.
- C. Subcontractors: The Provider shall personally 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 he 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 practiced 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, nor 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 is interested 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 she 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 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 mutually be 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:

Linda Cada, Director of Special Education
Contract Administrator
Oak Park and River Forest
High School District
201 N. Scoville
Oak Park, IL 60302 2296
Phone: 708 – 434 - 3106
Fax: 708-434-3921
E-mail: lcada @oprfs.org

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

Lisa Vincent
841 South Highland Avenue
Oak Park, IL 60304
Phone 773 – 505 – 9278

- 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 25th day of June 2010:

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

By _____
Cheryl Witham, Chief Financial Officer

Date _____

By _____
Linda Cada, Director of Special Education/
Contract Administrator

Date _____

By _____
Lisa Vincent, Service Provider

Date _____

APPENDIX A
Description of Work

The Provider is responsible for providing the School District with occupational therapy services for identified students as prescribed by the Special Education Division in keeping with the laws of the School Code of Illinois. The Provider is also responsible for completing Medicaid Fee for Service documents that assist the School District in obtaining reimbursement as prescribed by federal and state regulations. As available, the Provider will participate in student staffings for whom occupational therapy services have been provided, as appropriate, or as requested by the School District and conduct classroom observations as required by special education regulations. Such services will be provided during the school term, which is the period August 23, 2010 – June 10, 2011

1. **QUALIFICATIONS.** The Provider shall be a professional with prior experience in occupational therapy, possess an advanced degree in the profession of occupational therapy or a related profession and be a licensed occupational therapist in the State of Illinois. The Provider is expected to conduct herself with the highest degree of ethical and professional standards.
2. **SUPERVISION:** The Provider is considered to be an independent worker 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 Director of Special Education, as the contact person for the Provider. Questions related to the required work shall be directed to the Director of Special Education.
3. **DUTIES:** It is hereby agreed and understood that the Provider will perform the following duties:
 - (A) Provide prescribed occupational therapy services for designated students.
 - (B) Participate in designated student staffings.
 - (C) Observe designated students in mainstream classroom settings.
 - (D) Provide written reports and other required documents in a timely manner.
 - (E) Communicate regularly with the Director of Special Education.
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 requirements of Special Education regulations. The Provider must be available during the school term, August 23, 2010 – June 10, 2011.
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 School District students to the private practice of the Provider or the private practice of other service providers used by 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 compensation based on the type of service rendered. Service rates are provided below:
 - Occupational Therapy services \$73.44 per hour
2. Mileage and expenses incurred for travel related to the completion of services required by the terms of this contract will reimburse at the prevailing Internal Revenue Service rate for mileage and for actual expenses incurred. The distance from the School District to the site of the necessary services shall be used in determining the amount of reimbursement.