# BOARD OF EDUCATION MEETING

# 201 North Scoville Avenue, Room 213, Oak Park, Illinois 60302 Thursday, June 24, 2010 – 7:00 p.m.

Meeting Agenda

7:00 p.m.		Call to Order, Pledge of Allegiance, and Roll Call	Dr. Dietra D. Millard	
7:05 p.m.	II.	Changes to the Agenda	Dr. Dietra D. Millard	
7:10 p.m.	Ш.	Introductions A. Student Recognition B. Introduction of Visitors	Dr. Dietra D. Millard	
7:15 p.m.	IV.	Board of Education Members  A. Status of F.O.I.A. Requests  B. Board of Education Comments	Dr. Dietra D. Millard	
7:30 p.m.	V.	Public Comment	Dr. Dietra D. Millard	
7:45 p.m.	VI.	School Reports and Student Life A. Student Council Report B. Principal's Report C. Student Discipline D. Certification of June Graduates E. Residency Report F. Approval of Student Handbook Modifications G. Approval of Intergovernmental Agreement for	Dr. Dietra D. Millard Katrina Vogel Nathaniel L. Rouse Nathaniel L. Rouse Nathaniel L. Rouse Nathaniel L. Rouse Nathaniel L. Rouse Nathaniel L. Rouse	Action Action Information Action Action
in e		Regional Safe School Programs H. Approval of Tradition of Excellence Award Recipients	Nathaniel L. Rouse	Action
8:15 p.m.	VII.	District, Community and State Reports  A. Internal District Committees/Liaison Representative Report Citizens' Council PTO Huskies Boosters' Club Alumni Association Tradition of Excellence Concert Tour Association APPLE Faculty Senate Executive Committee  B. External Liaison Reports C. Superintendent's Report	Dr. Dietra D. Millard ts  Co-Chairs, Terry Finneg Amy McCormack Jacques A. Conway Terry Finnegan Sharon Patchak-Layman Sharon Patchak-Layman Amy McCormack James Paul Hunter Board Members Attila J. Weninger	ı
8:30 p.m.	VIII.	Consent Items  A. Approval of the Check Disbursements and Financial Resoludated June 24, 2010  B. Approval of the April Monthly Financial Reports  C. Approval of the May Monthly Financial Reports  D. Approval of the April Treasurer's Report  E. Approval of the May Treasurer's Report  F. Renewal Package Policy, Liability Umbrella Insurance and Board Legal  G. Renewal of Workers Compensation Insurance  H. Approval of Athletic Uniform Bid	Action Action Action Action	
		<ul> <li>I. Approval of Athletic Childrin Bid</li> <li>I. Approval of Construction Projects for 2011-12</li> <li>J. Appointment of Citizens' Council Members for 2010-11</li> </ul>	Action Action	1

8:45 p.m.	IX.	Policy	Dr. Die	etra D. Millard/Dr. Attila	Weninger
		A. B.	Amendment of Policy 2121, Building Administrativ Approval of Policy 3030, Athletics Field(s) and State for First Reading		Action Action
9:00 p.m.	X.	Financ	ee	John C. Allen/Cheryl L.	Witham
		A.	Acceptance of Gifts and Donations		Action
9:10 p.m.	XI.	Humar	n Resources	John C. Allen/Jason Edg	gecombe
		A. B.	Approval of Personnel Recommendations Approval of Independent Workers' Contracts		Action Action
9:15 p.m.	XII.	Instruc	tion	Dr. Ralph H. Lee/Philip	M. Prale
9:20 p.m.	XIII.	Negotia	ations	John C	. Allen, IV
		A.	Ratification of SST Contract		Action
9:25 p.m.	XIV.	Other		Dr. Dietra D. M	illard
		A.	Approval of Open Minutes and Closed Session Min and June 15, 2010 and the Closed Session Minutes of a Declaration that the Audiotapes of the closed sessi- be destroyed	of June 17, 2010 and	Action
		B.	Update on Board of Education Goals		Information
		C.	Discussion of Non-agenda Items		Information
9:30 p.m.	XV.	move	Session to enter closed session for the purpose of discussing bargaining and/or negotiations, and the appointment.		it discipline,
TBD	XVI.		rnment ed to adjourn at; seconded by	Dr. Dietra D. M	i <b>illard</b> Roll call vote.

Next Regular Board of Education Meeting Thursday, August 26, 2010—7:00 p.m. Board Room, Room 213 DATE:

June 24, 2010

TO:

The Superintendent

FROM:

The Principal

RE:

Certification of 2010 Graduates

**ACTION** 

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

There are students listed of whom 687 individuals participated in the commencement exercise held on June 13, 2010 in the Oak Park and River Forest High School Stadium. The attached listing of 2010 graduates consists of:

741	June graduates from regular school	(367 females - 374 males)
7	Evening School Diploma Program	( 3 females - 4 males)
21	January 2010 graduates	( 10 females - 11 males)
9	Summer School 2009 graduates	( 4 females - 5 males)
2	Juniors (Early graduates)	( 1 female - 1 male)
780	<b>Total Graduates</b>	(385 females - 395 males)
<b>780</b>	Certificates of Attendance (Special Ed	d students – 8 females and 6 males)
,	Certificates of Attendance (Special Ed	,
14	Certificates of Attendance (Special Ed	d students – 8 females and 6 males) xchange students - 1 female and 1 male)

TABLE: Number of Graduates from school years 1994 through 2009

YEAR	JUNE GRADUATES	PRIOR SUMMER	JANUARY	TOTAL
		SCHOOL	GRADUATES	GRADUATES
2010	741	9	21	780
2009	692	12	23	727
2008	706	6	19	731
2007	739	13	39	791
2006	685	19	17	721
2005	683	18	16	717
2004	653	16	20	689
2003	650	14	25	689
2002	596	12	32	640
2001	594	8	13	615
2000	534	15	30	579
1999	623	14	16	653
1998	587	11	31	629
1997	555	9	42	606
1996	570	21	31	622
1995	559	13	33	605

MOTION: Move to certify the 780 graduates of the Class of 2010

# OAK PARK AND RIVER FOREST HIGH SCHOOL

# **201 North Scoville Avenue**

# Oak Park, Illinois 60302

Toula Boznos, Registrar

Rebecca Aull

Graduation Date: June 13, 2010

Helen Alexander Beilinson Bianca K. Bonfim

Number of graduates <u>780</u>

Emmeritt Adair	Claire Austin-Kulat	Divon Vuai Bell
Garrett C. Adams	Matteo Landon Auteri	Katelyn M. Bell
Adriana Nichole Aguilar	Rachel K. Avcioglu	Ronyetta Keosha Bell
Raven A. Aldridge	John Azuma	Marisa Ann Belpedio
Dupree Alexander	Andrew Bacalao	Robert T. Bendle
Enyioma C. Alilionwu	Erika N. Ball	Thomas Benedict
Richard B. Ammons	Devin Xavier Banks	John H. Bergholz
Erik Anderson	Eleanor Bannon	Emily Billups
Kendall Anderson	Alexander N. Bara	Kathryn G. Birkey
Meghan Elizabeth Angelos	Julissa D. Barnes	Sarah N. Bixler
Drew M. Angle	Daniel Ryan Baron	Leah Marie Black
Zohra A. Ansari-Thomas	Ted Abraham Barrows	Adrian Blamires
Gilberto Arias	Khalil N. Basso	Ariel Bland
Amir Arif	Adam B. Bauer-Goulden	Sam Blobaum
Abraile Armstrong	Peter Baumgarten	Jenna Klair Blotteaux
William R. Arreola	Eric P. Bautista	Hannah Belle Bloyd-Peshkir
Lisa A. Atwood	Michael Bedolla	Emmett Boblick
Michael Augustyn	Nicholas Beebe	Sylvia Bochner

Adarius C. Booth	Elena Clarisse Buis	Nicole K. Charlton
Kristie L. Borg	Bridget Bulmer	Sidhartha Chaudhry
William B. Bouman	Christopher Bunkers	Christian Chiakulas
Kristopher S. Bowyer	Rebecca C. Bunchoten	Jacob Clago
Deunta Lavell Boyett	Mariah C. Butler	James A. Cofsky
Shaniqua R. Boyett	Asa B. M. Cain	Samuel Cole
Tymeka Shanice Branch	Ivan Cain	Brittany Coleman
Ashlan J. Brennock	Asia Calcagno	Lauren Michelle
Camilla Brewer	Samiera Monee Caldwell	Concepcion
Paige Brewer	Jesus Callupe	Shon Conley
Evan Birghtfield	Andrew Campbell	James GW Conner
William A. Brink	Molly Anne Campbell	Cody Connolly
Benjamin Brooks	Ryan R. Canfield	Danny Kevin Connolly
Javaire L. Brooks	Brian D. Cannon	Caleb Andrew Conway
Alexander H. Brown	Kirsten Carey	Juanita K. Cookson Heise
Anthony Brown	, Maricel Emily Caro	Connor Lynne Cornelius
Denoris Brown	Iman C. Carr	Devin Grace Courtney
Harrison Brown	Colleen Anne Carrillo	Justin C. Cousin
Sharita Nicole Brown	Imani Charmel Carter	Margaret N. Cox
Spencer L. Brown	Tavish J. Casper-Strauss	Sean S. Craig
Eboni Monique Brownlee	Michael D. Castrejon	Elizabeth Leong Crowell
Alexandra Brozek	Nathaniel Jeffery Catchings	Nicolas S. Curtin
		Emily Damian
Adriano Roberto Bruzzone	Alec Cepak	Christopher John Dardanes
Leah Beth Bry	Cagri Cetinkunt	Nicholas John Dardanes
Robert Buckley	Imani S. Change	Andrew J. Davenport
Owen L. Budorick	Claire Zoe Chapin	Alicia D. Davis

Christopher Davis	Hannah Elizabeth	Micheline A. Figel
Jasmine Rashelle Davis	Druckmiller	Anna I. Fimmel
Lauren E. Davis	Julianna P. Dubin	Isabel W. Firpo
Michael Davis	Zachary A. Duey	Nicholas W. Fish
Lekeja Dawson	Jamie C. Duffy	Christopher J. Fitch
Elise Ashley G. De Jesus	Miescha Lechelle Dukes	Anne Fitzgerald
Anna De La Cotera	Leslie Durden	Rose Renee Flanigan
Rosa De La Cotera	Samantha M. Durham	Kelsey P. Flannery
Celine De Perlinghi	Alexis Briana Durr	Lauren Leticia Flannery
Malcolm Deanes	Brittany D. Edwards	Claire M. Fleischer
Cody M. Deitch	Jayme Wilton Edwards	Rickey Fleming
Keagan J. Delfosse	Ashley L. Egeberg	Mortell D. Flowers
Joshua J. Dempsey	Erik B. Eggertsen	Tiara Monique Flowers
Jessica L. Dennis	Kathryn A. Elgie	nara momque riemers
	Chiemela Obinna Eneogwe	Caitlin G. Flynn
Meghan Desai	Ngozi Eneogwe	Sam James Fodor
Paul D. Deziel	Camille S. Erickson	Timothy M. Foley
Jeffrey Dirkin	Paige Gillian Georgiana	Melissa W. Fore
Brittany Latonya Dixon	Evans	Carson Foreman
Franciesca Jameka Dixon	Niya N. Everett	Michael S. Foreman
Kelsey English Dixon	Patricia M. Fahey	Kevin Foronda
Montay I. Dobbins	Michael Fahling	Antonio Lidell Foster
Sydnye S. Doctor	Gina Feracota	Rachel Emily Foster
Elizabeth Anne Donahue	Elle Ferdinand	Randall Foster
Jeremy Elijah Donaldson	Michael A. Ferguson	
Sofie Luz Dorantes	Michael S. Fernandopulle	Analise Fowler
Jasmin Drake	Dillon John Ficca	Michael J. Frank
		Kyle J. French

D. Andrew Mandela Chloe Hannan Nikyle A. Frey Godbold Peter Hanneman Paul Lenbirg Frierson Sara Burgoyne Goelzer Michael W. Hardison John Brock Friesen Michael G. Gold Brianna E. Harmon John T. Frueh Jessica M. Goldberg Darrin L. Harris Jeremiah M. Funches Jordan Golz Kyle Benjamin Harris Gabrielle Gable Armand Gordon Mackenzie Harris Dominic V. Galarde Hannah J. Gorman Michael Paul Harrison Alan Oscar Galindo Sarah Helen Graham Nicholas S. Harrison Jordan B. Gamble Fliza Grahnke Adam P. Hart Cailun M. Gangi Flizabeth Grande Kylon J. Hartzog Tracey William Gant **Dorion Lamar Grant** Quavonna Diane Hayes Danny Gardner Anne E. Grapentine Quentin Haywood Angelica Myrene Garland Anthony Grayson John T. Hazinski Sarah H. Garvey David Green Matthew W. Heaphy Molly A. Gash Nathan M. Green Will Heard Alexander Gebert Charlotte A. Greffin Zacarra Chenae Heath Jason Andrew Georgiou Paige Meredith Gruber Kyle N. Hedlund Joseph J. Gerace Veronica Collenn Guider Jacob L. Heerema Miriam Brit Gevinson Christine Marie Guinan Audrey G. Heffernan Luke R. Gibson Thomas M. Gumbel Jeffrey Robert Heiferman Matthew O. Gibson David Haennicke Gerald Heiman Veronica Giles Charles Michael Haley William M. Heineke Alison R. Gill Tamika Hall Kaitlin K. Heininger Caroline R. Gillard Eric R. Hallman Claire Helwig Maia M. Gillet Erin Halpin Joseph A. Herner Chris Spatz Ginet Alec M. Hamer

Isabelia Herrera	Jordan Alisha Jackson	Zakary Kayes
Brian T. Hester	Sean Jackson	Cody F. Kazarian
Kaitlin I. Hiestand	Erin K. Jacobs	Max R. Kazer
Laquan M. Hightower	Jackson L. R. James	Timothy D. Kelly
Maria Elena Hinojosa	Charlotte L. Jeffries	Brianne Kemmerer
Emily L. Hirsch	Andrei Jelcic	Tatiana C. Kendrick
Margaret C. Hobin	Joshua Allen Jenkins	John A. Kenealy
Eric M. Hogan	Bridget C. Jepson	Le'Shaquille Ardis Key
Christian Bachelder	Robin Jia	Saskia A. Kiell
Holkeboer	Kevin E. Johnsen	John R. Kinnaird
Brieanna Holliday	Charles Johnson	Marnie A. Kinnaird
Richard A. Holloway	Eric M. Johnson	Clayton Kirk
Soeren Nicolai Horndrup	Gabriel Johnson	Logan Kirk
Timothy Cornell Howard	Monica Johnson	Daniel R. Knickelbein
Amanda Hoyle	Nicolette Michele Johnson	Dylan Edward Knox
Christopher X. Huettel	Rebecca Johnson	Amy Koeller
Natalie Huizenga	Grace Edge Jolicoeur	Ashley Kohlrus
David M. Hullinger	Damien L. Jones	Shannon Hume Kooser
Jacquelyn D. Huntley	Grace Breanna Jones	Amelia J. Kotulak
Pedro Hugo Hurtado	Jeremy George Jones	Grace Kraft
Ayano Ito	Lily W. Jordahl	Sarah Krider
han hanov	Jennifer Lauren Joseph	Benjamin D. Krout
Ivan Ivanov	Lissa Joy	Julie P. Kudlacz
Mihailo M. Ivanovic	Justin D. Jurczak	Elliott T. Kunkel
Andrea S. Ivy	Nicholas G. Jurczak	Marty M. Kunkel
Bernardo Izaguirre-Lopez	Hayley D. Kassel	Christopher R. Kurtz
Adam K. Jackson		,

Zoe M. Kusinitz	Charles E. Lindquist	Carson Robert Masterson
Harry M. Kuttner	Alyssa Lisle	Christian Joeseph Matesanz
Maryann H. Kwakwa	Jingyi Liu	Naomi Deborah Matthews
Kevin Kirk Landau	Victoria P. Loong	Lindsay Maxson
Zackary M. Larabee	Yara L. Lopez	Carter Michael Mayes
Kerstin Larson	Brittany Hope Lucas	Jasmine E. McBroom
Gar Nelson Lauerman	Kevin Edward Lynch	Matthew McCabe
Patrick Lavigne	Abigail Lyons	Patricia McCahill
Peter J. Leal	Fiona H. Madigan	Morgan E. McCall
Daniel Lealiou	Colin Madock	Sydney F. McCormack
Ashley Lee	Tami Deanna Magnusson	Peter J. McCoy
Darnell W. Lee	Monica A. Mahaffey	Xavier Christopher McDavid
Sarah M. Leib	Maximillian Mahalek	Lillian McGee
Joshua Leitson	Brendan Maher	Marcus McGee
Karina Aimee Leonard	Maria Maia	Nicholaus O. McKenna
Alysa Levi-D'Ancona	Arram Mandel	Milton McKinney
Aaron Russell Levin	Anthony J. Manetti	Matt McLean
Ariel Levin	Katherine I. Marcovich	Niall Patrick McMahon
Jeffrey M. Levrant	Tony C. Marshall	Robert McMahon-Lovell
Joshua Levy	Jose L. Martinez	Hayley Sophia McNutt
Briana Dominique Lewis	Mary Kate Martinotti	Stefan Robert Meier
Javon Danielle Lewis-Brown	Matthew Richard	Caroline Meister
Ashaki Lijon	Martinotti	Aaron John Mercer
Karina Linde	Faith Masi	Alexander Carlos Merchen
Amy Linder	Victoria Maslowski	Harrison Metcalf
Jenny Linder	Devante Mason	Eric Meyer
	Lucia Fournier Mason	

David Meyerson	Peter M. J. K. Mullin	Timothy O'Connor
Adeze Omebu Mgbonyebi	Alana K. O. Murphy	Sean Thomas O'Hara
John Louis Michiels	Mia Loretta Murphy	Miles B. O'Hare
Matthew B. Michon	Maria J. Murray	Elizabeth J. O'Mara
Hannah C. Milad	Sean Aric Myers	Molly O'Neill
Rhys A. Miles	Ashleyanna Napolitano	Patrick O'Rourke
Ilse G. Miller	Patrick Naureckas	Aaron Michael Ollins
Jasmine Joyce Milsap	Lakshman Sylvan Neal	Gift Adanma Onyenso
Maxine Minaghan	Shenetra L. Neal	Jose A. Ortiz
Kayla Alexandria Mitchell	Alexandra A. Neumann	Claire O'Brien Orzel
Theodore Ralph Mitka	Gisella Newbery	Christopher M. Osterlund
Rebecca A. Mitrovich	Abbie Nicholas	Cory Matthew Ousley
Grace K. Mizen	Darcy R. Nichols	Angela C. Pagnano
Evan James Moen	Pamela Nimz	Prina Dilipkumar Pate
Allison Rose Monks	Jason A. Nitts	Amy Patten
Cullen P. Mooney	Margaret Kvam Nolen	Rachel Michelle Patterson
Chelsea E. Moore	Juawhaun Norris	Jordan M. Patush
Reanna Moore	Kaela M. Norwood	Delaine Anthony Payton
Nicolas C. Morelli	Joshua V. Novatzky	Francis Xavier Pellegrini
Michael Joseph Morocco	Alexa Nowak	Steve F. Penny
Kristen N. Morrison	John Nowicki	Charvis Peoples
Nicholas Morrow	Jack F. O'Brien	Francisco Javier Perez
Imani Mosley	Margaret Elizabeth O'Brien	Rosa Anna Pergams
Gabrielle Mouzon	Dylan O'Connell	George Thomas Person, Jr.
Samuel Graham Mrkvicka	Shannon Elizabeth	Madeline Pesavento
Victoria Mufson	O'Connell	Jennifer A. Pesce
	Mary Kathleen O'Connor	

Linnea Peterson-Bunker	Bianca Ray	Jade N. Rodriguez
Briana Danielle Pettigrew	Victoria Raymond	Jack William Rogalla
Ethan Philion	Wendy Raymond	Megan Rogers
Kurleisha L. Phillips	Caroline Reardon	Christian Pierre Roland
Torger J. Philosophos	Stephen Rees	Korina M. Roman
William David Pierce	Daniel P. Reinhard	Elizabeth Rosales
Michael Pitts	Graham Raymond Reisbach	Phillip M. Rosanova
Alexander Platt-Koch	Nicole Renfroe	Matthew Rosenberg
Clinton Plaxico	Alan M. Renshaw	Suncereray S. Ross
Emily Plourde	Kelly Ann Reuter	Alison Rothrock
Nicolas Poilevey	Josephine R. Rey	Neal Rothschild
Margarita S. Popova	Alexander Reynes	Jennifer L. Roundtree
Brandon Porter	Jazmine M. Reynolds	Nicholas Alexander
Lucretia S. Porties	Makeda A. Reynolds	Rousakis
Thomas J. Poulos	Kevin Rhomberg	Vaughn Russell
William Prescott	Evan G. Richardson	Sean B. Ryan
Hannah Press	Rasheem Richardson	Grace G. Rydman
George Prevolos	Christopher John Rigas	Yasmine Helen Saleh
Julius Xavier Price	Jason Rigsby	Mauro Salvatore
Abby Primack	Madeline Rippin	Henry Salzman
Claire Puiszis	Jeffrey E. Ritsert	Ted Clasen Samore
Glenn Cameron Purvis	Leilani Rivera	Alexandria Ashley Santos
Katherine A. Rack	Aaron R. Robertson	Karina Beatrice Sarabia
Joanne Ragalie	Madeline Robles	Dionte Jamal Savage
Naomi Ramsay	Elizabeth E. Roche	Kaitlin M. Saxe
Camille P. Range	Aswad Rock	Hakeem Anthony Scatton
		Thomas Schimmel

Cara Schlecker	Kelsey L. Shinners	Jeffrey B. Stanciel-Wynn
Connor Daniel Schmidt	Oliver Shlaes	Eric C. Starks
Eric A. Schmidt	Kasani Shumpert	Marcus Jamal Starnes
Timothy Schmidt	Abigail Simon	Emily M. Sterrett
Christopher R. Schmitt	Joseph Simon	Danielle Stevens
Rebekah A. Schoedel	Samuel A. Slattery	Grace Stoffer
Alexander Schoen	Kevin Sloan	Chantel Stephanique Stokes
Stephen Schroeder	Liaht Slobodkin	Jacob Stolz
Nathan R. Schuler	Emily Smalheiser	Natalie Lockyer Stone
Kristen E. Schumacker	Zachary M. Smalley	Calvin Streit
Rachel C. Schutter	Tristan J. Smerage	Sarah E. Streit
Jessie Schwartz	Deonte Smith	Kevin Studer
Kevin Roth Schwartz	Elyssa Lynette Smith	Brian Sullivan
Nathaniel Schwartz	Frank Smith	Claire V. Sullivan
Samuel James Scibek	Maia De'Lona Smith	Stephanie Ann Sullivan
Jonathan Scott	Mariah Dianna Smith	Tristan Conor Swanson
Kia Scott	Spencer Smith	Shanel Tage
Andrea Semczyszyn	Zachary Smith	Katherine Aiko Takiguchi
Jazmyne Sepulveda	Angela Sneed	Neal Talaske
Julian Sergi	Brandon N. Snover	Margaret M. Tansey
Jennifer Serratos	Leah Soffer	Carvel W. Tate
Emma Shanahan	Adrienne Soong	Sydney Tauber
Rosetta T. Shapey	Jacqueline A. Soro	Marcus C. Tavolacci
Kristen M. Shelstad	Charlotte Soudek	Katharine Taylor
David Sherman	Mary Kathryn Sperduto	Sonya Taylor
Marcus Anthony Shields	Morgan Stamm	Victoria Taylor

Myles T. Teague	Mitchell Valentini	Malcolm X. Washington
Samuel Thetard	Philip Valentini	Demetria Watkins
Dionte M. Thomas	Allison Van Spankeren	Devan G. Watson
Hilary Thomas	Emilio Elliott Velez	Yadira T. Watson
Keenen D. Thomas	Nick Ver Halen	Grahame Watt
Michael Thomas	Laurens Verhagen-Metman	Dana Wax
Tequilla Thomas	Paula Vesely	Benjamin Webster
Olivia J. Thompson	Shelby A. Viera	Kristin Weidman
Theodore Thompson	Katherina Carmely Vilches	Stephen Weik
Lourdra Thorson	Steven Michael Villa	Winona L. Weindling
Ann S. Tiempetpisal	Francesca Voci	John Weinheimer
Tatiana Tien	David Vogel	Stephen Weintrob
Christina Timme	Thomas C. Vogel	Amanda Weiss
Raven S. Timms	Ryan M. Vogt	Dillon Welindt
Albert Timpo	Karl George Von Roenn	Nicole Welindt
Alexandra Tobin	Sarah S. Wagner	Michael M. Werner
Jasmine Tolliver	David Speizman Walder	Michelle L. Werner
Isaac Torres	Dillon D. Walker	Christopher Adam Whitaker
Clarence Townes	Kendall Walker	Brendan Jack White
Lucy Trankina	Nikita Nicole Walker	Caitlin Margaret White
Hannah P. Trim	Brendan Wallace	Sean J. White
Frederick Gunnar	Shaneka Latrice Walls	Stefanie Whited
Troelstrup	Dustin Walters	Carrice D. Whitley
Emily Jana Tucker	Daniel R. Wank	Michelle Marie Wiedeman
Elizabeth Turcza	A'Saundra Washington	Kathryn J. Wilkes
Evan T. Twichell	Bakari N. Washington	Alexis Williams

Sarah Lynn Uchison

Babtunde Olayinka Williams

**Brandun Jamal Williams** 

**Dorian Williams** 

Kenneth Williams

Michelle Williams

Morgan Taylor Williams

Nathaniel Williams

Kiah Shavonne Williamson

Ashley E. Willis

Tyasia L. Wills

Aisha Wilson

Rachael Wilson

Richard Devon Winesberry

Ellen Claire Winston

Kristin Catherine Wirtz

Joellen Rachel Wolfe

Caroline Wood

Ashley M. Woodard

Krystal Renee Woods

Kenyetta Wooldridge

Jabari K. Worsham

David Woulfe

Gabriel Renard Woullard

Mara Abigail Wright

Elli Isabelle Rigg Wyder

Hayden W. Yaussy

Davin G. Young

Meghan A. Young

**Prince Young** 

Yue Yuan

**Evangelie Zachos** 

Natalia Zaldivar

Hannah Zeller

Jonathan Zenz

Ethan Zimmermann

Marek Thomas Zurowski

Ulana Christine Zwarycz

DATE:

June 24, 2010

TO:

Board of Education

FROM:

Nathaniel L. Rouse

RE:

Residency Report

Information

# Background:

The Residency Confirmation staff is currently supervised by the Assistant Principal of Student Health and Safety (APSHS). Her team is comprised of our registrar, Toula Boznos, our residency secretary, Sheila Houston, and residency confirmation officers (RCO) Ron Dibbern and Frank Kennedy.

Currently, all incoming freshman are required to establish residency prior to enrollment. Additionally, students that live in apartments are generally required to reestablish residency on an annual basis.

Residency Cases arise from faulty enrollment forms, tips from landlords, building managers, staff members, as well as community members. Faulty enrollment forms may have key items missing, including, but not limited to siblings information, former school information, father/mother/guardian names, in addition to altered/forged leases and utility bills.

The RCO looks for key factors and runs names through public data bases such as Lexis/Nexis, CP Clear, and the Cook County Treasurer and Assessors' registry. Databases check on addresses, names, telephones, vehicles and registration, professional licenses, assets, property information, and voter's registration information.

Upon confirmation of residency issues, home visits are conducted. They are typically done between 7 a.m. and 8 p.m. Our RCO goes into homes and looks for "lived in" appearance; and questions are asked to parents/guardians re: clothes, school and personal items, book bags, in a non-confrontational and appropriate matter. The RCO presents each family with a card identifying them as agents of our school prior to conducting the home visit.

Surveillance is also a tactic used by our RCO to confirm residency, both in Oak Park and River Forest, as well as other locations. Surveillance is done as early as 6:30-6:45 a.m., in addition to throughout the day, afternoons, and evenings. The RCO may also check the student's attendance records and class schedules to ascertain information about how the student comes and goes to school. The RCO keeps a surveillance log as well.

After completing the investigation, the RCO submits a report to the Assistant Principal for Student Health and Safety to determine the disposition of the case. A template form is sent to the APSHS to either clear the student in question, or confirm that the student is a non-resident. OPRFHS keeps a database of these cases.

The APSHS then reviews the report and conducts her own investigation by making phone calls and meeting with the parent/guardians. From that investigation, The APSHS either clears the case or issues a preliminary letter regarding a Board hearing about residency. The Principal then submits the case to the Board of Education for a determination as to whether collection of tuition is required.

# Summary:

The attached Residency Report documents the following information:

- total number of cases for the 2009-2010 school year
- number of incoming transfer students

- number of incoming transfer students
- number of "live in" cases
- number of guardianship/custody matters
- total cases cleared
- total cases pending
- tuition assessed by district #200

Recommendation:
This is information only.

# OAK PARK AND RIVER FOREST HIGH SCHOOL

201 NORTH SCOVILLE AVENUE • OAK PARK, IL 60302-2296

June 10, 2010

# **RESIDENCY REPORT FOR 2009 - 2010**

·
TOTAL CASES INVESTIGATED337
Cases are generated by Expired and/or questionable (fraudulent) leases, OPRF staff concerns, Live-in situations, Questionable documents, Questionable guardianship/custody status, Return mail, Landlords, Citizens (telephone calls / letters)
TOTAL NUMBER OF INCOMING TRANSFER STUDENTS
TOTAL NUMBER OF INCOMING FRESHMAN TRANSFER STUDENTS43 MALES
TOTAL NUMBER OF "LIVE-IN" CASES25
TOTAL NUMBER OF GUARDIANSHIP / CUSTODY MATTERS16
TOTAL NUMBER OF HOMELESS CLAIMS
TOTAL CASES CLEARED
TOTAL CASES PENDING17
Recently received cases or current cases are under review.
TOTAL CASES REJECTED
TOTAL CASES TAGGED FOR 2010 -2011 SCHOOL YEAR37
Student's are tagged who have moved out of district during the current school year or have had leases that expired and have not provided updated documentation to the Registrar's office.
TUITION ASSESSED BY DISTRICT #200\$88,362.15 (Not including Residency cases scheduled to be presented to BOE)

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

Board of Education TO:

FROM: Janel Bishop

Assistant Principal for Student Health and Safety

DATE: June 24, 2010

RE: Suggested Revisions/Changes to Code of Conduct

PlascoTrac Tardy System Procedures

Student ID Procedures

#### BACKGROUND

Each year the Code of Conduct and other procedures are examined to determine if there are any needed revisions or changes.

# SUMMARY OF FINDINGS

# Code of Conduct

- Please separate Sexual Harassment/Misconduct into two separate infractions. Harassment and misconduct each have very different implications. It becomes difficult to explain to parents of student involved in a consensual sex act in the bathroom why their student has a charge that includes the word 'harassment.'
- The XX under 3<sup>rd</sup> Offense Class III infractions should be moved under 3<sup>rd</sup> Offense Class II. It is in its current location in error.
- Violation of Operation Bag-It should be removed. It is rarely used. At its inception, all adults in the building were given bags to put confiscated hats, cell phones, listening devices, etc. in. We do not continue to provide bags to all adults. It would be quite costly. Additionally, we already have a cell phone infraction and an inappropriate attire violation. The Bag-It infraction is not needed.
- Violation of ID Procedures/Policy (not sure what to call it) should be added to the matrix under Class I Infractions. Under each offense, it should say "See ID Procedures." (See below for a more detailed explanation.)

# Tardy Procedures

The following outlines the Plasco Trac consequences for student tardiness:

1 - 4 tardies = printed warning

1 hour 5 - 82 hour 9 - 123 hour 13 - 16Saturday 17 - 2021 =

Dean Referral. Consequences may include but are not limited to: restricted lunch for 9 22 +

weeks, parent conference, ISS, PSS referral.

Letters will be generated to parents letting them know how many tardies their students have received and deans will also call home.

Students have by the end of the next school day to serve their Plascotrac detentions. Students used to have three days to serve. Upon reflection, we found this to not be as effective as we thought it would be. The Plasco system's main tenet is the immediacy of the consequences. When we then gave students three days to serve the consequence, it became less immediate and students were more likely to forget to serve. Also, students now have three different

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times a day to serve a detention: before school, during lunch and after school. They can always speak to their dean to make a different arrangement if they cannot make it to serve by the end of the next day.

# ID Policy and Procedures

The following is the suggested wording for the ID section of the Student Handbook:

Each student attending Oak Park and River Forest High School will be given an identification (ID) card. Students are required to WEAR their current ID card and it must be visible (not tucked down a shirt or in a pocket) at all times. This allows each student to be easily identified and improves building safety. Lunch periods will also be shown on all IDs. Students not wearing their ID will not be allowed to enter the building, classrooms or other locations in the building (cafeteria, library, labs, tutoring center, college center, etc.) If students are noticed not wearing their ID they will be sent to a member of the Safety and Support Team (SST, security guard) or to the Attendance Office (Room 104) to purchase a temporary ID for 25 cents or a replacement ID for \$5.00. The SST member will print out the temporary IDs from the Plasco device they will be carrying. They must show the temporary or the replacement ID in order to be allowed in to their desired location. Temporary IDs expire at the end of the day they are issued. Replacement IDs may be purchased in the Attendance Office before school, during lunches, and after school. Students are required to present an ID card for any of the following reasons:

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

Students would receive four temporary IDs for 25 cents each and be given a Plasco warning each time. These are given by the SST members in the hallways with the Plasco devices. They will be able to print the temporary ID and the warning right away from the Plasco device. When a student needs an ID for the 5th time, they will be escorted to the Attendance Office by a member of SST and required to purchase a replacement ID right away for \$5. If they don't have the fee, it will be placed on the student's financial obligation record. Below are the consequences students would receive for violating the ID Policy:

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1– 4 times with no ID	7000.00 700.000	printed warning
5 – 8	==	1 hour Detention
9 – 12		2 hour
13 – 16	=	3 hour
17 – 20	=	Saturday Detention
21	=	ISS
22+	=	Dean Referral. Consequences may include but are not limited to: restricted lunch for 9 weeks, parent conference, ISS, PSS referral.

# RECOMMENDATION (OR FUTURE DIRECTIONS)

Approve the suggested changes for the 2010-2011 school year.

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# **Pupil Support Services**

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

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

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

#### **Additional Student Services**

F.R.E.E./M.U.R.E.E (Females Reaching for Educational Excellence) (Males Uniting to Reach Educational Excellence)
These groups were created to provide support to female and male students. Establishing a safe and calm environment where students can co-exist in harmony under one roof is the driving force behind these programs. The F.R.E.E. and M.U.R.E.E programs promote good decision-making and problem-solving skills. Contact the Asst. Principal for Student Health and Safety for more information.

# School Information

#### Identification (ID) and Library Card

Each student attending Oak Park and River Forest High School will be given an identification (ID) card. Students are required to carry their current ID card with them at all times. Replacement cards may be purchased in the Safety and Support Office (Room 264) before and after school. A \$5.00 fee is charged for replacement IDs. Students are required to present an ID card for any of the following reasons:

- Upon the request of any OPRFHS faculty or staff member. Students are always expected to identify themselves. Failure to do so is a violation of the Code of Conduct.
- Admission to the library, labs, tutoring center, and college center.
- Checking out books from the library.
- Admission to all dances, athletic events, and all school related events.
- Freshman admission to cafeteria.

# LOCKS AND LOCKERS

#### Locker Assignments and Lock Purchases

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

#### Lock and Locker Guidelines

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

- Push lock down until it clicks; then spin the dial.
- Keep the lock combination private and use only the assigned locker.
- Do not share lockers with other students.
- Report any trouble with your lock or locker to the Safety and Support Office in Room 264.
- Do not deface lockers.
- (Senior Students Only) Clean out and remove lock and locker contents at the end of the school year. If this is not done, the lock and contents will be removed by the school and may be discarded.
- Hall lockers must have school-issued locks.
- Do not use hall lockers during summer school.

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

#### Lost and Found

Students are responsible for their belongings at all times. Care should be taken to lock hall and gym lockers securely. Lock combinations should never be shared. All items that are found should be taken directly to Safety and Support in Room 264. Items will only be stored for a short period of time prior to disposal; books and backpacks are taken to the Bookstore. If the student's name, ID # and the current year are listed, the Bookstore makes every attempt to inform the student that the book/backpack has been found.

### Appropriate Attire

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

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

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

#### Guidelines

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

- Outerwear (coats, gloves, hats and jackets) is to be left in the student's locker during school hours.
  - Hats, headbands or any other form of head covering may not be worn inside the building at any time.

- Skirts, shorts and athletic wear of extremely short length are prohibited and must measure to mid-thigh.
- Tube tops, halter-tops, strapless garments and short cut tops are prohibited. Tank tops must have straps for both shoulders.
- · Midriffs and backs must be covered at all times.
- · Garments with one shoulder are prohibited.
- Gym uniforms can only be worn in designated areas of the school.
- · Appropriate shoes should be worn at all times.
- · Sunglasses may not be worn in the building.
- · Costumes are prohibited.
- Clothing that reveals undergarments (saggy pants, pants worn below the waist) is not permitted.

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

#### Cafeteria

#### Freshman Lunch Program

All freshman students are required to eat in the North Cafeteria during their lunch periods. Waiver of this requirement may be granted during the first two weeks of the school year. The student's parent or guardian must come to the high school to sign a form requesting that his or her freshman son or daughter be permitted to leave the school building during his or her assigned lunch period only. Waiver forms are obtained in the Dean's offices (rooms 207, 208 and 308).

#### Sophomore, Junior, and Senior Lunch

Sophomore, junior, and senior students have the option of eating in the student cafeteria or leaving the building for lunch during their assigned lunch period only. After eating lunch, these students can gather in the Student Center. Students who choose to leave the building must exit the building within the five-minute passing period. Gathering at lockers or in the halls is not permitted. Students who leave the building and wish to re-enter during the lunch period must use the mall entrance or the main entrance. Students are not permitted to loiter in front of the building.

#### **Restricted Lunch**

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

#### **School Sponsored Events**

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

#### **Guidelines for all Dances**

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

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

- Tickets must be purchased in advance at designated times.
- · Tickets must be purchased individually.

Semi-formal or formal attire is required. Specific requirements on appropriate dress are provided to students
when they purchase a dance ticket.

#### Informal Dances - Morps

Only OPRFHS students may attend Morps. We don't have Morps any more.

Penalties for Inappropriate Behavior at School-Sponsored Activities

- 1. Students and guests are expected to obey the Code of Conduct at all School-Sponsored Activities (on and off campus).
  - Individuals whose breath, actions or responses indicate that they have consumed alcohol or drugs may be subject to a breathalyzer, detained and a parent or guardian will be contacted.
  - Infractions may result in police notification and/or arrest.
- 2. Students who violate the Code of Conduct at school sponsored co-curricular activities will be:
  - Detained and a parent or guardian will be contacted;
  - Removed from the activity;
  - Assigned a consequence that is consistent with the Code of Conduct;
  - Placed on social probation and banned from all school dances for at least one calendar year and other activities if deemed appropriate.

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

Regulations Governing Non-Student Attendance at School Dances

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

- Guests may only attend dances for which tickets are sold in advance.
- Guests must be under 21 years of age.
- Guests must be in Grade 9 or above to attend school-sponsored dances.
- Guests must be accompanied by an OPRFHS student.

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

#### Residency Requirements

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

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

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

# **Attendance**

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

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

#### Village Ordinance School Curfew

Under the School Code of Illinois, it is unlawful for any person over the age of five (5) and under the age of eighteen (18) who is enrolled in any public or parochial school to be present in any public place, building, street, or assembly in the Village of Oak Park, other than school, while school is in session during the regular school term. A police officer may stop and detain a person whom the officer reasonably suspects to be violating this section. Any student violating this section shall, if practical, be taken to school authorities or a parent/guardian and may be issued a notice to appear in the municipal court.

#### **Visitors**

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

#### Reporting Student Absences

#### Full Day Absences

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

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

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

#### Partial Day Absences

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

- Parents/guardians are to call the Attendance Office in advance when the need for an early dismissal is anticipated. The call must be made by the end of the first period of missed class. When a student is excused to leave school early, he/she must report to the Attendance Office (Room 104) to receive an authorized early dismissal pass. This early dismissal pass must be presented to Safety and Support when leaving the building.
- 2. Students who return to class before the end of the day must report to the Attendance Office when re-entering the building. The Attendance Office will supply students with an admit pass to their next class.
- 3. Students who need to leave school due to illness or injury may be excused only by the OPRFHS Health Service Office/Nurse. The nurse will contact a parent/guardian to authorize the early dismissal. For safety reasons, students authorized by the school nurse to go home on their own are to call the Health Service Office when they arrive.
- 4. Students who need to leave school due to an emergency (not illness or injury) may be excused only by their dean, counselor, or the Attendance Office.
- 5. Absences for students who leave school without proper authorization as outlined above will be unexcused. Parent/guardian calls after a student leaves school without following the above procedures will not excuse the absence(s) and will be subject to school consequences for unexcused absences.

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

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

# **Extended Pre-Arranged Absences**

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

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

#### **Unexcused Absences**

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

Parent or Guardian Notification of Unexcused Absences

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

The "NP or NF" Grade

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

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

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

Twelve (12) total absences, excused or unexcused, may result in the student receiving a NP or NF grade. If a student is dropped from a class due to attendance, the grade will be documented on the student's report card as a (NP) withdrawn

for attendance-passing or an "NF" withdrawn for attendance- failing. The cumulative number of total absences will appear on the student's progress reports and grade reports.

### **Unexcused Absence Appeals**

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

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

Board of Education Policy 5152 – Cellular Telephones and Electronic Paging Devices I've never seen a student with a pager.

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

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

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

It is the policy of Oak Park and River Forest High School, District 200 to provide an educational environment free from bullying, hazing, harassment, and cyberbullying. The School District is committed to protecting its students from any form of physical, verbal, or mental abuse.

#### **Definitions**

1. Bullying:

Bullying is defined to include, but is not limited to, any aggressive or negative gesture, electronic communication, or written, verbal or physical act that places another student in reasonable fear of harm to his/her person or property, or that has the effect of insulting or demeaning any student in such a way as to disrupt or interfere with the school's educational mission or the education of any student. Bullying most often occurs when a student asserts physical or psychological power over, or is cruel to, another student perceived to be weaker. Such behavior may include but is not limited to pushing, hitting, threatening, name-calling, or other electronic, written, physical, or verbal conduct of a belittling or browbeating nature.

# 2. Hazing:

Hazing is any act that subjects a student to electronic, written, physical, or verbal harassment, mental or physical discomfort, intimidation, embarrassment, ridicule, or demeaning activity committed by an individual student or group of students for the purpose of initiation, maintaining membership, or holding office in any organization, club, or athletic team.

#### 3. Harassment:

Harassment includes any unwelcome electronic, written, physical, or verbal conduct, contact or communication that is motivated by or related to individual characteristics such as race, color, national origin, gender, economic status, disability, religion, religious affiliation or sexual orientation and that creates an intimidating, hostile or offensive educational environment. Although harassment that creates a hostile environment may take many different forms, some examples include name calling and other derogatory comments, jokes, gestures or looks, posting or distribution of derogatory pictures, notes or graffiti, blocking, pushing, hitting, or other forms of physical aggression. Where harassment is sexual, it may also include such conduct as persistent unwelcome attempts to interact with someone, spreading of rumors, aggressive physical contact such as kissing, touching, or pulling at clothes in a sexual way.

Sexual harassment also includes unwelcome sexual advances or requests for sexual favors when

- a. submission to such conduct is made either explicitly or implicitly as a condition of the receipt of educational or other school-related benefits; or
- b. submission to or rejection of such conduct by an individual is used as the basis for educational or other school-related decisions affecting that individual.

# 4. Cyberbullying:

Cyberbullying is a subset of bullying, hazing, and harassment. For purposes of this policy, cyberbullying is defined as the use of e-mail, instant messaging, chat rooms, pagers, cell phones, or other forms of information technology to deliberately bully, haze, harass, threaten, or intimidate someone. Cyberbullying can include, but is not limited to, such acts as making threats, provocative insults or racial or ethnic slurs, or demeaning remarks about one's sexual orientation.

#### **Prohibited Conduct**

- 1. It shall be a violation of Board of Education policy for a student, employee, or any school visitor to bully, haze, harass, or cyberbully a student or to engage in conduct which would actively or passively support acts of bullying, hazing, harassment, or cyberbullying.
- 2. It shall be a violation of Board of Education policy for a student to report false allegations or a false complaint of bullying, hazing, hazassment, or cyberbullying.
- 3. It shall also be a violation of the policy for an employee, student, or any school visitor to retaliate against a student for instituting a good-faith complaint of bullying, hazing, harassment, or cyberbullying.

#### Complaints

A student who feels that he/she has been bullied, hazed, harassed, or cyberbullied should inform a School District staff member. All school employees are required to report alleged violations of this policy to the Principal or his/her designee. All other members of the school community, including students, parents/legal guardians, volunteers and visitors are encouraged to report any act that may be a violation of this policy.

There are no expressed time limits for initiating complaints under this Board policy; however, every effort should be made to bring complaints to the attention of appropriate authorities as soon as possible while memories are fresh and witnesses continue to be available.

Complaints will be investigated. If it is determined that a violation has occurred, prompt corrective action will be taken. During the investigation, confidentiality will be maintained to the utmost extent possible. Complainants will be offered counseling and other assistance when appropriate and will be informed of the results of any investigation.

#### Intervention/Remediation

In addition to the prompt investigation of complaints of bullying, hazing, harassment, or cyberbullying and direct intervention when such prohibited activities are verified, the following learning strategies may be implemented:

planned professional development programs addressing targeted problems including what constitutes safe and acceptable internet use;

formal or informal information or data collection regarding specific disciplinary or student problems;

modeling by school personnel of positive, respectful, and supportive behavior towards students;

employing classroom strategies that instruct students on how to work together in a collaborative and supportive atmosphere; and

gather input from parents, law enforcement, and other community members regarding positive responses to bullying, hazing, harassment, and cyberbullying.

#### **Disciplinary Consequences**

- 1. Violation of this policy may result in discipline. If the harasser is an employee, discipline will be determined in accordance with Board policy and the provisions of any applicable collective bargaining agreement. Students who violate the policy will also be subject to appropriate discipline in accordance with Board policy and the District's Code of Conduct. Appropriate discipline may include suspension and/or expulsion.
- Students may be disciplined for acts of bullying, hazing, harassment, or cyberbullying occurring on or off-campus and/or outside of school hours in the same manner they are otherwise subject to discipline for acts that violate School District policies and/or procedures when acts could (1) affect the school climate or atmosphere; (2) affect the peace, health, safety, or welfare of students, teachers, or any other personnel; and/or (3) disrupt or interfere with school or school activities. Any violation is subject to suspension and/or expulsion.
- 3. The parents/guardians of students who commit any act of bullying, hazing, harassment, or cyberbullying will be notified.
- 4. The School District reserves the right to make referrals for students in violation of this policy to appropriate mental health and law enforcement professionals.

#### Notification

The School District shall annually communicate this policy to students and their parents/guardians. This annual notification shall include disseminating information to all students and parents/guardians explaining the serious disruption caused by bullying, hazing, harassment, and cyberbullying and that these behaviors will be taken seriously and are not acceptable in any form.

# Adoption and Update of Policy

The Board of Education shall update this policy beginning every 2 years after the policy's initial adoption and shall file this policy with the Illinois State Board of Education after the Board adopts or updates it.

#### Student Rights and Responsibilities

#### General Behavior and Conduct Guidelines

#### Student Rights

Oak Park and River Forest High School exists for the welfare of its students. The identification and preservation of the rights and responsibilities of students is a major concern of the faculty, staff, and community. The success of a student's educational experience can be measured by the extent to which students fulfill their responsibilities and exercise their rights in a reasonable manner.

Though this is a unique public institution, Oak Park and River Forest High School exists in the context of larger entities whose tenets must apply: The Constitution of the United States, the Constitution of the State of Illinois, the School Code of Illinois, and legal decisions of state and federal courts.

#### Each student has the right to:

- Freedom of speech and press, freedom of assembly, and freedom to petition. These rights are limited only by the restriction that the
  exercise of these rights does not present a clear and present danger to other persons nor does it materially or substantially disrupt the
  normal operations of the school;
- · A comprehensive education commensurate with the student's abilities and the District's financial resources;
- · Be free from discrimination based on race, religion, sex, sexual orientation, national origin or financial status;

- · Be free from physical and verbal abuse;
- Due process and to equal protection of the law.

#### Students with Disabilities have the right to:

- · Be treated as individuals:
- Not be excluded from activities or programs strictly because of a disability;
- Have access to all building facilities;
- Not be discriminated against.

#### Student Responsibilities

Diverse cultures are represented in the student body and the staff; such diversity is a valuable educational resource. Individual respect for one's own uniqueness as well as respect for the individuality and worth of others is emphasized in all aspects of the school program.

#### Each student has the responsibility to:

- Read, understand, and abide by the Code of Conduct in school and during any school-related activity;
- · Respect others regardless of their differences;
- Utilize the learning resources provided;
- Attend all classes and be on time and be prepared for all classes;
- Carry student IDs at all times and present the ID upon the request of any staff member;
- · Reflect courtesy, decency, and a sensitivity to the rights and needs of others;
- · Respond promptly and courteously to requests made by all faculty and staff members;
- · Refrain from public displays of affection;
- · Help keep the school and campus clean;
- Maintain appropriate dress;
- Store all beverages and lunch containers in lockers until lunchtime. Students are only permitted to possess open food or drink in the designated areas;
- Follow his or her assigned schedule; attend all classes and study halls. Failure to do so may result in being placed in restricted lunch and/or restricted co-curricular participation.

NOTE TO SENIORS: Senior year is a time of excitement, anticipation and preparation for the future. There are also many memorable events that occur during this year. Participation in these events is a wonderful privilege. Seniors who violate Class III or Class IV Infractions of the Code of Conduct jeopardize attendance at Prom, participation in the Commencement Ceremony and all other end-of-the-year activities for seniors. Senior pranks are prohibited and could result in possible police notification.

# Guidelines for Behavior in Specific Areas

#### Cafeteria

- Food purchased in the cafeteria is to be eaten there.
- Before leaving the cafeteria, students must clean up their tables and deposit waste material in the containers provided.
- Students must use tables and chairs appropriately. Sitting on tables or putting feet on chairs is not permitted.
- · Food is not permitted in classrooms.

#### Mall

- Containers provided for disposal of paper and waste products must be used to dispose of trash.
- The use of tobacco in any form by students on school property is prohibited. Students
  who choose to smoke must be at least two blocks away from the school.
- Skateboarding on the mall is prohibited.

#### Field Trips

- · The standards of behavior and conduct that apply to students in school also apply when students are on field trips.
- · Infractions of the Code of Conduct on a field trip will be reported immediately to the Dean.

#### Media Center

- Students must conduct themselves in a manner that allows other students to use the facility.
- Conversations must be brief and restricted to schoolwork.
- · Running, shouting, and disturbing others is not permitted.

#### Athletic Contests

- The standards of behavior and conduct that apply to students in school also apply at athletic contests.
- · Possession or use of mechanical noisemakers is prohibited at all contests, in all sports.

- Signs may not be displayed by visiting teams at football or basketball games. The home team may only display signs that refer to OPRFHS.
- · Throwing objects of any kind onto the playing area is prohibited.
- · Students are not permitted to reenter athletic events.
- Radios and CD players are not permitted at athletic events.
- · Students must have a valid school ID in their possession at all times.

The Illinois School Code charges that teachers and other certificated and educational employees have the authority to maintain discipline. It states that in all matters relating to the discipline in and conduct of the school and the students, they stand "in loco parentis," or in the place of parents and guardians to the pupils. A teacher or staff member may remove a student from any area of the building at any time for disruptive behavior. The student will be sent to the Student Health and Safety area with a pass or will be escorted by a Safety and Support member.

#### **Expectations Regarding Written Assignments**

For any assignment given in any class, if there is a concern about a student's writings (i.e. suicidal, homicidal references or allusions, involvement in dangerous activities, etc.) the teacher who made the assignment will refer the situation to the student's PSS team for further review and intervention if necessary. Parents will be notified.

#### Detentions

For certain infractions of the Code of Conduct, classroom attendance will be maintained, and consequences will be served outside the normal school day. The detentions are one, two or three hours long. Detention hours are from 7:10 - 7:50 a.m., during all lunch periods, and 3:10 to 5:50 p.m. Monday through Friday.

# **Saturday Detentions**

Saturday three hour detention begins promptly at 8 a.m. and ends at 11 a.m. Students assigned to three hour detention must bring appropriate work and/or reading material. Students who do not come prepared, arrive late, sleep, talk, or otherwise disrupt detention will be sent home and/or assigned additional consequences. Failure to report to three hour detention may result in suspension from school. Students must bring a photo ID to be admitted. Students will be required to obtain their own transportation to Saturday detention.

# Suspensions and Expulsion

In-School Suspension (ISS): For certain infractions of the Code of Conduct, students will be assigned all or part of a day in Room 201. Credit will be given when the student successfully completes the work assigned by the teacher during the period of the in-school suspension. Students are expected to work on classroom assignments while serving their suspension.

Out-of-School Suspension (OSS): This type of suspension is used in the more serious discipline situations. During the suspension period, the student is not permitted on school property and may not attend or participate in school-sponsored activities. The absences that occur while a student is suspended out of school are considered excused. Each teacher will inform students of their rules regarding make-up work and will allow suspended students to make up their work.

#### Suspension Procedures

- 1. The Dean will notify the student of the charge and obtain the student's version of events before a consequence is assigned.
- 2. Reasonable attempts will be made to inform the student's parent or guardian when a decision is made to assign an out-of-school suspension.
- 3. In the event of an out-of-school suspension, the Dean will make every effort to contact a parent or legal guardian before releasing the student from school. If a parent or legal guardian cannot be reached before the end of the school day or if the parent or legal guardian so requests, the school will attempt, if practical, to keep the student in the building under supervision until the end of the school day.

Gross Disobedience and Misconduct: The rules and regulations governing suspension and expulsions apply to conduct on school property, at any school-related activity, and to and from school. Gross disobedience and misconduct include, but are not limited to, the following types of activities or behaviors:

- Insubordination to any school personnel;
- Possession of, being under the influence of, or distribution of any controlled/illegal substance;
- Excessive truancy and/or tardiness;
- Possession of a weapon (including but not limited to the following: any type of knife, gun, pipe, club, karate sticks, Chinese star, chain, metal knuckles, metal studded belts, oversized buckles, chemical substances such as mace and pepper spray, or any other item that is dangerous to the health and safety of students);
- Tobacco use;
- · Fighting or assaulting any person;
- Intentional damage to or destruction of school property or property of a school board member, school personnel, or a fellow student;
- Verbal abuse, threats, profanity or obscenity directed at any person;
- Theft of property of the school, staff, students or other persons;
- · Knowingly permitting the entry of any unauthorized persons into the school;
- Membership in public school fraternity, sorority, or secret society;
- Academic dishonesty.

The Board of Education delegates authority to suspend a student guilty of gross disobedience and misconduct, for not more than 10 days, to the Principal, or his or her designee, Assistant Principal for Student Health and Safety, Deans, and other certified staff members serving in the capacity of Deans in special programs. In determining whether a student will be suspended or recommended for expulsion, the following factors will be considered:

- The extent of harm done;
- Circumstances surrounding the behavior;
- · Cooperation in the investigation;
- · Willingness to make restitution;
- · Attitude of the offender toward the inappropriate behavior.

Note: A student who is suspended for any Code of Conduct violation while an active member of any school organization will lose eligibility to participate during the suspension. The ineligibility period commences with the first day of suspension and continues until the last day.

#### **Due Process**

Some Class III and Class IV infractions of the Code of Conduct can lead to a referral for a disciplinary hearing according to the procedures in Board of Education Policy 5114 and 5114-1. This policy is designed to ensure that a student's due process rights are not violated, that rights of student's with special needs are respected, and that a safe and orderly environment is maintained. Parents will be advised of their right to request a formal hearing if the allegations against their student could lead to the student's suspension or expulsion.

#### Appealing a Suspension

When a parent or legal guardian is advised of a student's suspension, he or she can exercise the right of due process by making a written request for a review of the suspension to the Assistant Principal for Student Health and Safety. The written request must be received within three (3) calendar days after receiving notification of the suspension and must state specific reasons for making the request. Any appeal involving an expellable offense (10 Day OSS) will be considered as a part of the hearing testimony.

#### Student Discipline Hearing

Some Class III and Class IV infractions of the Code of Conduct can lead to a disciplinary hearing according to the procedures in Board of Education Policy 5114 and 5114-1. This policy is designed to ensure that a student's due process rights are not violated, that rights of students with special needs are respected, and that a safe and orderly environment is maintained.

If the Administration determines that a violation of the Code of Conduct is serious enough to be considered for expulsion, the following procedure will occur:

- A 10-day suspension will be assigned by a Dean to that student and a parent or guardian will be notified.
- 2. A formal hearing will be scheduled by the office of the Assistant Superintendent for Student Health and Safety.
- 3. The student's parent or guardian will be given proper notice of the date, time and place of the hearing.
- 4. An independent hearing officer will conduct this hearing which, in addition to student and parents, may involve witnesses and legal counsel at the hearing.
- 5. A written summary of the testimony will be prepared by the hearing officer.
- 6. The written summary of the hearing will be presented to the Administrative Discipline Review Committee.
- 7. If the Administrative Discipline Review Committee determines that the misconduct can be more appropriately addressed by some action other than consideration for expulsion, the Committee will determine a more appropriate disciplinary measure.
- 8. If the misconduct revealed in the summary of the hearing testimony requires that the student involved in the misconduct be considered by the Board of Education for expulsion from the school, the written summary of the hearing testimony will be presented to the Board of Education.
- The parent or guardian will be notified of the decision by the Assistant Principal for Student Health and Safety.

#### Social Probation

Students may be placed on Social Probation for certain violations of the Code of Conduct. Students on Social Probation are excluded from attending all athletic and co-curricular activities at OPRF and all athletic or co-curricular activities that are away from school where OPRF is a participant.

# Responsibilities in the Code of Conduct

#### Students are expected to:

- · Respect parents, fellow students, school staff, and the public;
- · Attend school on a regular basis and be on time for classes;
- Read and be familiar with school rules and regulations detailed in the Code of Conduct and in the Academic Catalog;

Accept and abide by the Code of Conduct which is designed to maintain order for effective learning at Oak Park and River Forest High School;

- Accept consequences for violations of the Code of Conduct;
- Assist in communication between school and home;
- Help develop a sense of community within the school.

#### Parents are expected to:

- Respect their children and impart respect for other students, school staff and the public;
- Accept the overall responsibility for the actions of their children and consequences of those actions;

- Teach their children respect for school rules and for local, state and federal laws; for school property and the property of others; and for their fellow students and school personnel;
- Respond to any school communication when a reply is requested;
- · Help develop a sense of community within the school.

#### Teachers are expected to:

- Respect students, parents, school personnel and the public;
- · Help students feel that they belong and to provide assistance to students when it is needed;
- Explain, maintain and enforce school rules and regulations consistent with the Code of Conduct:
- Communicate as necessary with students and as appropriate with parents and school personnel when possible violations of the Code of Conduct are observed;
- Discuss and refer students' problems that require special attention to appropriate school personnel and share in planning a program to help students live by the Code of Conduct;
- Help develop a sense of community within the school.

#### Deans are expected to:

- Respect students, parents, school personnel and the public;
- Explain, maintain and enforce school rules and regulations consistent with the Code of Conduct;
- Communicate as necessary with students and parents, and as appropriate with school staff when violations of the Code of Conduct seem imminent:
- Support teachers' efforts to maintain and enforce the Code of Conduct;
- · Exercise all authority delegated by the Board of Education;
- · Discuss and refer students' problems that require special attention to appropriate school staff and community agencies;
- Help develop a sense of community within the school.

#### Administrators are expected to:

- · Respect students, parents, school staff and the public;
- Exercise and/or properly delegate authority and responsibility under Federal and State laws and the Board of Education in regards to the Code of Conduct:
- Establish, explain, maintain and enforce school building rules consistent with the Board of Education policy and in the Code of Conduct;
- Communicate as necessary with students and as appropriate with parents and school personnel when possible violations of the Code of Conduct are observed;
- · Discuss and refer students' problems that require special attention to appropriate school staff and community agencies;
- · Lend appropriate support to school staff in the performance of their professional responsibilities;
- · Help develop a sense of community within the school.

# **Drill/Evacuation Procedures**

#### Fire

The fire drill/evacuation procedure for leaving the building is available in each area of the building. Specific instructions regarding the route to be followed and the location of the assembly area outside the building is provided. It is extremely important that these specific routes are followed and that groups assemble far enough away from the building so the fire department has access to the school. Teachers should periodically review the procedures with their students throughout the school year.

Whenever the fire alarm sounds, EVERYONE MUST EVACUATE THE BUILDING IMMEDIATELY! It is unsafe and illegal for anyone to delay the evacuation process by getting coats or other forms of outerwear before leaving the building. STUDENTS ARE NOT PERMITTED TO GO TO THEIR LOCKERS FOR ANY REASON!

- Students must leave classrooms immediately after attendance is taken and form a double line close to the wall outside of the classroom. They will remain in the hall until everyone has vacated their classroom and all windows and door(s) have been closed.
- The teacher or supervisor will lead the students along the designated route to the designated area outside of the building. Groups must be taken far enough away from the building to permit easy access by the fire department.
  - ORDER AND QUIET MUST BE MAINTAINED AT ALL TIMES.
  - STATE LAW PROHIBITS SMOKING DURING A FIRE DRILL/EVACUATION.
- Stay with the class. Ensure that the private property of school neighbors is protected and that all school rules are respected. All school rules are in effect during a fire drill. All streets, alleys and drives must be kept clear so that fire department equipment can move around the building.
- The teacher will check attendance upon arrival at designated area. If a student violates the code of conduct (smoking, leaving the area, etc.), the teacher will refer the student to the Dean after the drill is over.
- When the signal is given to re-enter the building, everyone must return to their rooms via the reverse route used to exit the building. If a
  significant change in the schedule is necessary, a modified schedule will be announced on the emergency speaker system and/or distributed to all
  rooms.

NOTE: If an alarm sounds at a time when students are not in designated classes (i.e. passing periods, assemblies, etc.) all students must evacuate the building in an orderly fashion and wait outside until the signal is given to re-enter the school.

#### Tornado

When the school has been notified that a "warning condition" exists or a Tornado Drill should commence, a special alarm will be sounded throughout the school building and the outside campus.

- Everyone is to remain in the building. Those individuals that are outside of the building at the time the alarm sounds must move into the building immediately.
- Students will proceed to the designated shelter area after attendance is taken. Some classes are assigned to remain in their rooms while others are assigned to move into interior corridors. Students should check the attached shelter area assignments for their classroom's location.
  - ORDER AND QUIET MUST BE MAINTAINED AT ALL TIMES.
- Upon arrival at the assigned shelter location, students are expected to crouch down on their knees and cover their faces. Students will
  practice this posture for at least one minute during the drill. They should remain in this posture during a real emergency.
- Everyone must remain in the assigned location until the "all clear" announcement is given on the P.A. Once this announcement is given, classes assigned to the interior corridors may return to their classrooms. In case of an actual emergency, an emergency announcement may be given with additional instructions.

#### Code Red

A Code Red Condition means that a substantial conflict/disturbance has begun or is imminent, i.e. hostage, gunman or an explosive device. A Code Red Condition requires a tight lockdown response.

Once the P.A. System notifies the school of a Code Red Condition, staff will assume the lockdown position.

- All doors and windows will be locked.
- · Lights will be turned off.
- Everyone will be instructed to move away from the doors and windows and sit quietly on the floor.
- ORDER AND QUIET MUST BE MAINTAINED AT ALL TIMES.
- The P.A. System will be used to announce a Code Green Condition (All Clear)

NOTE: NO ONE WILL BE ALLOWED TO LEAVE HIS/HER AREA DURING A CODE RED DRILL/ CONDITION.

201 North Scoville Avenue Oak Park, IL 60302-2296

TO: Board of Education

FROM: Janel Bishop - Assistant Principal for Student Health and Safety

Deans

DATE: Thursday, June 24, 2010

RE: Recommended Changes to Attendance Procedures

#### BACKGROUND

Currently, parents can excuse their students from school for a whole day or for a partial day. We are seeing an exorbitant number of excused absences. This, in addition to the amount of unexcused absences that has been reported on previously, has a direct effect on student achievement. Students aren't learning if they are not in class.

# **SUMMARY OF FINDINGS**

During the 2009-2010 school year, 2988 students had 169,400 periods of EXCUSED absences. These numbers reflect parents who have called and excused their students from school for a whole day or more and those who called before school to excuse their student for the first couple of periods. We also had 2165 students with 18,029 periods of excused early absences. These occur when a parent calls in to excuse their student for a partial day resulting in them being released from school early.

We have also come across a situation where parents have called in to excuse their student's tardiness. As a practice, we have generally not had "excused tardies" but with the implementation of Plasco, we feel the need to put something in place that will help with this. The following are our recommendations for an attendance procedure that might decrease the amount of times parents are calling in to excuse absences and tardies:

Excused Absences: Parents would be allowed to call in and excuse a student's absence without question six times (full day or partial day). After the 6<sup>th</sup> call received, students must provide written documentation to the attendance office in order for the absence to be excused. The document must be brought in by the student to the attendance office upon their first day returning to school. Acceptable documentation includes notes from doctors, dentists, therapists/counselors, court appearances, obituaries. Hand-written notes from parents would not be accepted. Our current attendance policy calls for students to be dropped from a class or receive no credit if they accumulate 12 total absences. The count of 12 includes excused and unexcused absences.

Excused tardies: Each student will receive 4 free tardies before a consequence is issued by Plasco. They would only receive a warning. Beyond the 4<sup>th</sup> tardy a student may only avoid a consequence by providing proper documentation to excuse the tardy. The documentation must be brought in by the student to the Attendance Office as soon as they arrive to school in order to excuse the tardy they just received. Proper documentation is listed above. Our current tardy procedures call for students to be dropped from a class or receive no credit when they accumulate 12 tardies to a single class. The count of 12 includes both excused and unexcused tardies.

Any disputes will be referred to the student's Dean by the attendance office staff. The attendance office has been consulted regarding this proposed change and they are ready and feel capable of

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

maintaining this procedure. They will keep the documentation in files organized by day, which they already have. The rationale for implementing such a procedure is to get parents to join us in our efforts of keeping students in school all day. While we know that certain appointments are unavoidable, we would like parents to try harder to schedule those they can outside of the school day. This lowers the disruptions to classes that are caused when students walk in late, whether it is for a good reason or not, and raises the amount of minutes of education each student receives.

# RECOMMENDATION (OR FUTURE DIRECTIONS)

Approve the suggested changes for next school year. Additionally for the future, I propose we explore issuing a special code to all parents/guardians that they would have to provide when they call in to the Attendance Office to excuse an absence. This would cut down on the number of calls we get from students and friends posing as parents to excuse an absence. Currently the attendance office issues a special code upon parent request or when a student has been caught forging a phone call. We currently issue Parent Access codes, so we could explore an attendance code in the same way.

Agenda Item No. VI.

TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

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

TO:

Board of Education

FROM:

Nathaniel L. Rouse

DATE:

June 24, 2010

RE:

Renewal of Intergovernmental Agreement for Regional Safe School Programs

#### **BACKGROUND**

For a number of years OPRFHS has entered into an Intergovernmental Agreement with West 40 to manage the Regional Safe School Program grant. OPRFHS uses Harbor Academy as a placement for students with discipline problems. On average there are 10 OPRFHS students at Harbor each month. The West 40 Regional Alternative High School Safe Schools Program provides academic instruction, academic and personal counseling, service-learning activities, and work-based learning activities. A combination of computer assisted learning curricula and direct instruction of coursed developed and taught by staff are the basis of the curricula. IOEP's are designed by members of the Pupil Support Services Team (Deans, Counselors, the Assistant Principal for Health and Safety, and the Assistant Principal of Pupil Support Services) of the sending school, the site director, the coordinator of student services on site, and the student and parents. Physical education instruction is provided. Work place learning and service learning are designed and supervised by staff. Social Services are provided by a team of West 40 social workers. We annually sign an agreement with West 40 contracting their services for alternative placements.

# **SUMMARY OF FINDINGS**

The agreement is attached.

# **RECOMMENDATIONS:**

Approve Intergovernmental Agreement with West 40 regarding the Regional Safe School Programs for 2010-2011.

Agenda Item VI. G.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910



## INTERGOVERNMENTAL AGREEMENT - 2010-2011

This Agreement is dated this first day of July 2010, by and between the West 40 Intermediate Service Center ("West 40") and Board of Education, Oak Park River Forest High School #200, Cook County, Illinois.

#### RECITALS

A. In 1995, the Legislature adopted Article 13A of the Illinois School Code, the "Safe Schools Law" ("SSL").

- B. Pursuant to Section 10 of SSL, West 40 is responsible for administering SSL programs within the Intermediate Service Center No. 2 Region.
- C. West 40 has submitted a "Regional Safe Schools Programs Proposal for the West 40 Intermediate Service Center No. 2 Region" (the "Proposal"). A description of the High School Program is set forth on Exhibit "A" attached hereto and made a part hereof.
- D. All students participating in "Regional Safe School Programs" in the West 40 ISC #2 Region shall be claimed by West 40 ISC for General State Aid for the duration of the student's enrollment in the West 40 Regional Safe Schools Program.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN WEST 40 AND District #200, as follows:

Section 1: Incorporation of Recitals. The Recitals set forth herein above are incorporated herein.

<u>Section 2: Agreement to Administrative Transfer of Students.</u> District agrees to the Administrative Transfer of students to the West 40 Regional Safe Schools Program for the duration of the students' enrollment in the Alternative Program.

<u>Section 3: Evaluation.</u> District shall participate fully in the evaluation plan for measuring the effectiveness of the Program. Data so collected and developed shall be forwarded to West 40. West 40 will meet with and assist District representatives in this data collection and evaluation.

<u>Section 4: Term.</u> This Agreement shall run for the 2010-2011 school term as determined by the West 40 RSSP calendar. Dated this first day of July 2010.

West 40 Intermediate Service Center No. 2
By: Kay ToyunBrown
Board of Education, Oak Park River Forest High School #200
By:

## WEST 40 INTERMEDIATE SERVICE CENTER NO. 2

## EXHIBIT "A"

HARBOR Academy
West 40 Intermediate Service Center Regional High School Program

The West 40 Regional Alternative High School Safe Schools Program provides academic instruction, academic and personal counseling, service-learning activities, and work-based learning activities. A combination of computer assisted learning curricula and direct instruction of courses developed and taught by staff are the basis of the curricula. IOEP's are designed by members of the Student Assistance Team (Deans and the Assistant Superintendent for Pupil Services) of the sending school, the site director, the coordinator of student services on site, and the student and parents. Physical education instruction is provided. Work place learning and service learning are designed and supervised by staff. Social Services are provided by a team of West 40 social workers.

## WEST 40 INTERMEDIATE SERVICE CENTER NO. 2

## EXHIBIT "B"

## **Tuition Schedule 2010-2011**

## West 40 Intermediate Service Center Regional Safe Schools Programs

Tuition:

Monthly Rate \$1,200 pre-paid

Non-reserved \$1,300

- The school year constitutes 9.5 months; one week in August, one week in June and the 9 months (September though May).
- West 40 Districts are given the opportunity to reserve seats for the full year at a pre-paid lower tuition rate of \$1,200 for 9.5 months=\$11,400.
- All student referrals that are not pre-paid or reserved will be billed at \$1,300 a month at the time of enrollment.
- Students enrolling from the 1<sup>st</sup> of the month to the 15<sup>th</sup>, the district are charged a full month's fee. If a student enrolls on or after the 16<sup>th</sup> of the month, the district is charged half a month's fee.
- Invoices will assume enrollment through the balance of the school year.

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

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

TO: Board of Education

Tradition of Excellence Committee: FROM:

> Student Council Officers Sharon Patchak-Layman Cindy Milojevic

Katie DePasquale, Student Council Sponsor

Joyce Gajda Mike Soffer

June 18, 2010 DATE:

Tradition of Excellence Selections for 2010 RE:

#### **BACKGROUND**

The Tradition of Excellence Committee recently met to select the Tradition of Excellence nominees for 2010. They selected the following individuals. We ask the Board of Education to approve the following Nominees:

#### **SUMMARY**

Theater/Stunt man Class of 1985 **Kevin Sorenson** 

Kevin Sorenson has been an OPRFHS Custodian since June of 1993. He also has another talent as a renowned stuntman in numerous films and television programs. His resume includes stunt work in many films such as, "Public Enemies" and "The Dark Knight," a Batman movie where he was honored by the Screen Actors Guild for his work. He has been highlighted in recent interviews with Channel 9 "Chicago's Very Own" and Channel 7, "Someone You Should Know" segments. He has also been highlighted in the Chicago Tribune and our own school paper, The Trapeze.

James Thomson Class of 1977 Science/Stem Cell

Dr. James Thompson is a John D. MacArthur Professor at the University of Wisconsin School of Medicine and Public Heath, and a faculty member of the Genome Center of Wisconsin, where he conducts his research. Dr. Thomson has conducted pioneering work in the isolation and culture of non-human primate and human embryonic stem cells. He directed the group that reported the first isolation of embryonic stem cells from a non-human primate in 1995. That work led his group to the first successful isolation of human embryonic stem cells in 1998. His pioneering work has been life changing.

**Class of 1987 Animator Animation** Warren Trezvevant

Warren Trezvevant is a renowned animator with Pixar Animation. His work includes animation in movies such as UP, Wall-E, Ratatouille and Finding Nemo just to name a few.

## **ALTERNATES**

Olympian / Basketball Chuck Hoag Class of 1949

Chuck Hoag played on the 1952 US Olympic Basketball team which won the Gold against the Soviet Union. This was a significant year as it was the first time since 1912 that the Soviet Union sent athletes to the Olympics. With the United States engaged in a bitter cold war struggle against the USSR, an American-Soviet Union match-up was viewed as not only exciting, but politically important.

#### RECOMMENDATION

Move to approve the Tradition of Excellence Award Recipients as presented.

## Oak Park and River Forest High School District 200

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

TO:

**Board of Education** 

FROM:

Cheryl L. Witham

DATE:

June 24, 2010

RE:

Approval of Check Disbursements and Financial Resolutions

#### **BACKGROUND**

It is a requirement that the Board of Education accepts and approves the check disbursements.

#### SUMMARY OF FINDINGS

Attached are the check disbursement lists for June 24, 2010.

## RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve the June 24, 2010 check disbursement listing as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. A.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

## RESOLUTION AUTHORIZING EXECUTION OF CERTAIN VOUCHERS FOR THE MONTH OF JUNE, 2010

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

- Section 1: That this Board of Education has approved and does hereby approve the voucher used by its School Treasurer, all pursuant to the powers granted under the Illinois School Code.
- Section 2: That the President and Secretary of this Board of Education be and are hereby authorized to execute and sign on behalf of this Board of Education vouchers with all required information for the following expenditures during the Month of July, 2010:
  - a) Payroll for the employees of this District not to exceed \$3,000,000 for said month.
  - b) Contractual fringe benefits for the employees of this District not to exceed \$350,000 for said month.

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

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

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

ADOPTED this 24th day of June, 2010

President of the Board of Education

Secretary of the Board of Education

## RESOLUTION RATIFYING AND CONFIRMING EXECUTION OF CERTAIN VOUCHERS AND PAYMENT OF CERTAIN BILLS AND EXPENSES

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

SECTION 1:		ucation does hereby ratify and confirm the execution of the
	vouchers for this date	of June 24, 2010 by the President and Secretary of this Board
	of Education, copies of	which are attached hereto.
SECTION 2:	That this Board of Edu	cation does hereby ratify and confirm that the payment of the
	bills and expenses were	e covered by the vouchers attached hereto.
SECTION 3:	This resolution shall be	in full force and effect upon its adoption.
ADOPTED this	s 24 <sup>TH</sup> day of June 2010	
		President of the Board of Education
		Secretary of the Board of Education
		Georgiai y Or Life Board of Education

# RESOLUTION RATIFYING AND CONFIRMING EXECUTION OF CERTAIN VOUCHERS AND PAYMENT OF CERTAIN BILLS AND EXPENSES

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

SECTION 1:	That this Board of Education does hereby ratify and confirm the execution of the
	vouchers from the Student Activity Accounts for June 24, 2010 by the President and
	Secretary of this Board of Education, copies of which are attached hereto.
SECTION 2:	That this Board of Education does hereby ratify and confirm that the payment of the
	bills and expenses were covered by the vouchers attached hereto.
SECTION 3:	This resolution shall be in full force and effect upon its adoption.
ADOPTED this	s June 24, 2010
	President of the Board of Education

Secretary of the Board of Education

Form: BD0001

## RESOLUTION RATIFYING AND CONFIRMING EXECUTION OF CERTAIN VOUCHERS AND PAYMENT OF CERTAIN BILLS AND EXPENSES

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

SECTION 1:	That this Board of Education does hereby ratify and confirm the execution of th
	vouchers from the Imprest Account for June 24, 2010 by the President and Secretar
	of this Board of Education, copies of which are attached hereto.
SECTION 2:	That this Board of Education does hereby ratify and confirm that the payment of th
	bills and expenses were covered by the vouchers attached hereto.
SECTION 3:	This resolution shall be in full force and effect upon its adoption.
ADOPTED this	s 24 <sup>th</sup> of June, 2010
	President of the Board of Education
	Secretary of the Board of Education

1 1	
3aprpt03.p	
04.10.01.00.00-010022	

Voided Check Report Cash Posting

Oak Park, IL

\$-161.40 06/14/2010 06/14/2010 \$-250.00 06/15/2010 06/15/2010 Stmnt Date Check Amount Date \$-411.40 \$-411.40 Total \$\$ \$-411.40 T Check Date V 06/14/2010 V 06/15/2010 AP/PR Bank  $\sim$ Totals: BARRAJOS000 BARRAS, JOSHUA A. PH.D MUSIC & 000 MUSIC & ARTS CENTER Number Of Checks: Total Checks: Check # Payee Key Payee Name AP/PR HARRIS CENTRAL N.A. ISDLAF/PMA 146413 147369

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

PAGE

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06/11/10

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Oak Park, IL

rk, IL 12:34 PM

06/17/10

ACTIVITY CHECKS (Dates: 06/09/10 - 06/17/10) PAGE: 1

ACTIVITY CHECK INVOICE CHECK # VENDOR AMOUNT DESCRIPTION DATE 6198 BOHNE, KARA 06/11/2010 1,200.00 TRAVEL ADVANCE COSTA RICA TRIP DEPARTING 6/15 6199 FROSCH TRAVEL INTERNATIONAL 06/11/2010 2,500.00 CONF# NTQLCK 3/25/2011-4/10/2011 DEPOSIT FOR GOUP TRIP TICKETS -LONDON - 25 TICKETS \$100.00 6200 SCHULTHEIS, YUKO 06/11/2010 2,500.00 TRAVEL ADVANCE JAPAN TRIP DEPARTING 6/27 RETURN Totals for checks 6,200.00

3frdt101.p 04.10.01.01.01-010070 Oak Park, IL

ACTIVITY CHECKS (Dates: 06/09/10 - 06/17/10)

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06/17/10

PAGE: 2

FUND SUMMARY

FUND DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
84 ACTIVITY FUND  *** Fund Summary Totals ***	6,200.00 6,200.00	0.00	0.00	6,200.00 6,200.00

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

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Oak Park, IL 12:31 PM

06/17/10 PAGE: 1

04.10.01.01-010070 HARRIS CHECKS (Dates: 06/15/10 - 06/24/10)

CHECK CHECK INVOICE

CHECK	CHECK		INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
147608	06/15/2010	BARRAS, JOSHUA PH.D	LATE CANCELLATION FEE	250.00
147609	06/24/2010	ALPHA BAKING CO	FOOD SERVICE INVOICES	5,968.80
147610	06/24/2010	BECKER DAIRY	FOOD SERVICE INVOICES	4,284.57
147611	06/24/2010	CENTRAL CONTINENTAL BAKERY	FOOD SERVICE INVOICES	5,046.69
147612	06/24/2010	COCA-COLA ENTERPRISES	FOOD SERVICE INVOICES	17,411.54
147613	06/24/2010	COZZINI BROTHERS INC	FOOD SERVICE INVOICES	136.50
147614	06/24/2010	DI NICO'S PIZZA	FOOD SERVICE INVOICES	1,999.50
147615	06/24/2010	DOMINO'S PIZZA	FOOD SERVICE INVOICES	1,326.50
147616	06/24/2010	FOX RIVER FOODS, INC.	FOOD SERVICE INVOICES	70,272.42
147617	06/24/2010	GEPPETTO'S	FOOD SERVICE INVOICES	2,840.00
147618	06/24/2010	GREAT AMERICAN BAGEL	FOOD SERVICE INVOICES	1,139.84
147619	06/24/2010	GUSSY'S SLUSHIES	FOOD SERVICE INVOICES	387.00
147620	06/24/2010	KAY'S BAKERIES, LTD.	FOOD SERVICE INVOICES	219.00
147621	06/24/2010	LIFESTYLE BEVERAGES, INC.	FOOD SERVICE INVOICES	1,260.00
147622	06/24/2010	PEPSICO CHILLED DSD	FOOD SERVICE INVOICES	1,395.52
147623	06/24/2010	SUBWAY	FOOD SERVICE INVOICES	1,177.80
147624	06/24/2010	VISTAR OF ILLINOIS	FOOD SERVICE INVOICES	7,260.53
147625	06/24/2010	WISEPAK	FOOD SERVICE INVOICES	1,882.11
147626	06/24/2010	ACCURATE BIOMETRICS	MAY FINGERPRINTING ADDT'L ONE	56.00
147626	06/24/2010	ACCURATE BIOMETRICS	MAY FINGERPRINTING	424.00
147627	06/24/2010	ACE COFFEE BAR	TRITON CONFERENCE FOOD 6/15 &	2,040.00
			6/16	
147628	06/24/2010	ALLEN, AL	REIMB FOR PARKING FOR	20.00
			SCHOLASTIC BOWL	
147629	06/24/2010	ALLIED WASTE SERVICES #551	INVOICE DATED MAY 20 - ADM	1,633.04
			FEE, LATE FEE & 3 TOTAL	
			FUEL/ENVIRONMENTAL RECOVERY	
			FEES	
147630	06/24/2010	AMERICAN TAXI DISPATCH, INC.	MAY 5 - 29 BILL FOR SPED	288.00
			TRANSPORT	
		ANCEL, GLINK, DIAMOND, BUSH, DICIANNI, &		5,445.69
	06/24/2010		APR 29 - MAY 28, 2010	1,766.38
			5/51/10 TELEPHONE MAINTENANCE	
		B.E.A.R. AWARDS, INC.	3 BRASS PLATES FOR BOE	26.82
147635	06/24/2010	BELL, MARY	REFUND SNAP - GRADUATING	11.05
1,000	06/04/0660	DV 1780 C 18 D	SENIOR K.B. #110390	1 005 00
14/636	06/24/2010	BLUE CAS	DETAIL FOR ACCT#161102 5/17 -	1,235.00
1.45.650	06 (04 (0010	DODDEDA	5/28/10	101.06
	06/24/2010	BOSS ONLINE, INC.	HISTORY BOOKS (5)	101.86
		, ,	ENVELOPES	1,410.60
			MAY 2010 TUITION W.C. MAY 2010 TUITION A.M.	2,833.40 2,833.40
			MAY 2010 TUITION M.J.	2,833.40
			MAY 2010 TUITION P.J.	2,833.40
			6 HYPAM FIX - ART SUPPLIES	174.62
			REIMB FOR MILEAGE	198.00
		,	REIMB FOR SUPPLIES - STEP	7.74
			WINDOWS 7 UPGRADE SOFTWARE	
		CENTER FOR PSYCHOLOGICAL SERVICES		160.00
			77932-5668-02 G.W. COURT	80.00
22,011		The second secon	COSTS	
147644	06/24/2010	CENTURION SERVICE CORPORATION	77932-5668-02 G.W. ADDITIONAL	39.00
			COURT COSTS	
147645	06/24/2010	CHADDOCK	M. B. TUITION	434.49
		COLLINS, RICHARD	REIMB FOR AIR TRANSPORT -	
			SPED	

PAGE: 2

CHECK CHECK

#### INVOICE

CHECK	CHECK		INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
147647	06/24/2010	COMCAST CABLE	BILLING DATE 6/4	99.90
147648	06/24/2010	COMPREHENSIVE THERAPEUTICS	MAY PT & OT	9,139.00
147649	06/24/2010	CORDERO, ELIMELEC	ANNUAL CLOTHING ALLOWANCE B&G	209.12
			MAY 28, 2010 MONTHLY PER	277.00
147651	06/24/2010	CROWE HORWATH	PARTICIPANT FEE PROFESSIONAL SERVICES FOR	6,000.00
			PERIOD ENDING JUNE 3, 2010	1 100 00
1.47652	06/24/2010	CUM LAUDE SOCIETY	72 SENIORS + 38 JUNIORS = 110 @ \$10 EA	1,100.00
147653	06/24/2010	DEMCO	LENSWORK AND PHOTO DISTRICT NEWS SUBSCRIPTIONS	93.50
1.47654	06/24/2010	DUNBAR ARMORED, INC.	MAY CHARGES FOR BUSINESS OFFICE	585.17
147655	06/24/2010	DUNBAR BANKPAK, INC.	BANK BAGS	251.14
		E2 SERVICES	OFFSITE BACKUP (CARIOSCIO REQUEST)	375.00
147656	06/24/2010	E2 SERVICES	Deploy Windows 2008 R2	3,200.00
147050	00/24/2010	EZ SERVICIO	Upgrade - includes MS Cluster	.,
			Upgrade (CARIOSCIO REQUEST)	
147656	06/24/2010	E2 SERVICES	2009-2010 School Year Managed Services	12,500.00
147656	06/24/2010	E2 SERVICES	SERVER CARE PACK	1,421.07
		EBSEN, ELIZABETH	REIMB FOR NCECA CONFERENCE EXPENSES MAR 31 - APR 3,	960.79
			PHIL, PA	
147658	06/24/2010	EDGECOMBE, JASON	MILEAGE REIMB JAN - JUNE 2010	810.50
		EDUCATION INC	4/12 - 4/16/10 HOSPITAL TUTORING	150.00
147660	06/24/2010	EDWARDO'S NATURAL PIZZA	SPED EAC CLASS FOOD	72.65
		EEI PRODUCTIONS	VIDEO & AUDIO SYSTEM FOR	7,295.00
	V - ,		GRADUATION CEREMONY	
147662	06/24/2010	ELLINGTON LANDSCAPE GROUP, INC.	OPEN PO FOR LANSCAPING JULY2009-JUNE 2010	1,950.00
147663	06/24/2010	ENTERPRISE LEASING COMPANY OF CHICA	RENTAL VANS FOR TENNIS 5/27 - 5/29 TENNIS	157.20
147664	06/24/2010	FERMI-CRAWFORD, MARIA	REFUND FOR DROPPPED PRE-INTERMEDIATE ALGEBRA F-8 CLASS	155.00
147665	06/24/2010	FOREST PRESERVE DISTRICT OF	SCIENCE - STREAM MONITORING 4/30/10	80.00
147666	06/24/2010	FOX, ELIZABETH	REIMB FOR MEMBERSHIP & AWARD CONSIDERATION FOR TRAPEZE FOR COLUMBIA SCHOLASTIC PRESS ASSN	199.00
147667	06/24/2010	FRANCZEK RADELET & ROSE	PROFESSIONAL FEES & SERVICES THROUGH 4/30/10	608.00
1.47667	06/24/2010	FRANCZEK RADELET & ROSE	PROFESSIONAL FEES & SERVICES THROUGH 4/30/10	4,775.30
147668	06/24/2010	GARDNER, KATHLEEN	REFUND SNAP - GRADUATING SENIOR M.G.#115988	120.00
145666	06/04/0010	CTAND COUDS TITINGTS TWO	MAY TUITION C.S.	6,419.20
		GIANT STEPS ILLINOIS, INC	REFUND SNAP - GRADUATING	15.40
T4/6/0	VO/ 24/ 2010	GOODMAN, PAMELA	SENIOR M.P.#113903	10.10
147671	06/24/2010	GRAINGER	Open PO for Heating and Ventilation to Grainger beginning April 15th - June	308.14

Oak Park, IL

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HARRIS CHECKS (Dates: 06/15/10 - 06/24/10)

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NUMBER DATE VENDOR DESCRIPTION AMOUNT 30th 2010 147672 06/24/2010 GRAND PRAIRIE TRANSIT MAY SPED TRANSPORTATION 79,164,82 147673 06/24/2010 GRAPHTECH PROMETHEON SOFTWARE TRAINING 3,500.00 SEMINAR 147674 06/24/2010 GREGG, MARY DEBATE JUDGING 4/30 - 5/3/10 200.00 147675 06/24/2010 HARDIN, SHEILA REIMB FOR NOTH CONFERENCE 500.00 EXPENSE PER GRANT (AIR & HOTEL) 147676 06/24/2010 HART, JENNI REIMB FOR TEACHER GRANT 500.00 EXPENSE - GROWING FOOD & JUSTICE FOR ALL INITIATIVE 10/31 - 11/1/09 MILWAUKEE, WI 147677 06/24/2010 HILLSIDE ACADEMY MAY TUITION \$38,055.85 -35,157.97 \$2,897.88 IN CREDITS 147678 06/24/2010 HPI INTERNATIONAL BOOKSTORE / SUPPLIES 153.50 147679 06/24/2010 ILLINOIS LACROSSE ASSN BOYS LACROSSE ASSIGNOR FEES 374.40 2010 SEASON 147680 06/24/2010 INFOBASE PUBLISHING UNDERSTANDING PHILOSOPHY (3 84.75 SET BOOK) (GLENN REQUEST) 147681 06/24/2010 KIRTLEY TECHNOLOGY CORP MARINE BIOLOGY GRANT DATA 375.00 RECOVERY PROJECT 147682 06/24/2010 KONICA-MINOLTA BUSINESS SOLUTIONS U PER COPY CHARGE 4/30 - 6/3/10 195.95 147682 06/24/2010 KONICA-MINOLTA BUSINESS SOLUTIONS U PER COPY CHARGE DIGITAL 71.99 OVERAGE 2/25 - 5/28/10 147683 06/24/2010 KOOSER, SARAH REFUND SNAP GRADUATING SENIOR 137.30 S.K. #1128527 147684 06/24/2010 LAKEVIEW BUS LINES, INC. MAY SPED TRANSPORT FOR C.V. & 3.390.00 147685 06/24/2010 LITTLE FRIENDS, INC. MAY TUITION - 1 STUDENT 3,445.00 147686 06/24/2010 LUTHERAN GENERAL HOSPITAL TUTORING J.F. 420.00 147687 06/24/2010 MCCARRON, KEVIN REIMB FOR SOUTHWEST AIRLINES 1,455.20 TICKETS 147688 06/24/2010 MECK PRINTING 2010 CREST PUBLICATION 6,147.60 PRINTING 147689 06/24/2010 MILOJEVIC, CINDY REIMB FOR OTHER MATERIALS 53.19 147690 06/24/2010 MUSIC & ARTS CENTER 31.70 Misc. replacement items 147691 06/24/2010 NEW HORIZON CENTER FOR THE MAY TUITION 7 STUDENTS 45,535.97 147692 06/24/2010 NELSON, LORI DRIVER'S ED REFUND T.N. 42.35 #121391 147693 06/24/2010 NEWEGG INC. ALL IN ONE PRINTER 65.98 (MARTIN/HOSPITAL REQUEST) 147693 06/24/2010 NEWEGG INC. ALL IN ONE PRINTER 59.99CR (MARTIN/HOSPITAL REQUEST) 147693 06/24/2010 NEWEGG INC. ALL IN ONE PRINTER 75.98 (MARTIN/HOSPITAL REQUEST) 147694 06/24/2010 NEW HOPE ACADEMY MAY TUITION 2 STUDENTS 8,194.80 147695 06/24/2010 OCE MAINTENANCE FROM 6/1 - 6/30 27.43 147696 06/24/2010 P.A.C.T.T. LEARNING CENTER MAY TUITION M.S. 3,503.79 147697 06/24/2010 PETTY CASH, OPRFHSD #200 REPLENISH BUS OFFICE PETTY 734.21 147698 06/24/2010 PIONEER PRESS BID NOTICE SPRING ATHLETIC 33.60 TEAM UNIFORMS 147699 06/24/2010 PMA FINANCIAL NETWORK, INC CONSULTING SERVICES RENDERED 3,987.50 THIRD INSTALLMENT 147700 06/24/2010 PRECISION CONTROL SYSTEMS OF CHICAG Relocate existing plasma 1,725.00

04.10.01.01.01-010070 HARRIS CHECKS (Dates: 06/15/10 - 06/24/10)

CHECK CHECK	TNVOTCE

01.0010	OH DOM:			
NUMBER	DATE	VENDOR	DESCRIPTION  area (MILOJEVIC REQUEST)	AMOUNT
147701	06/24/2010	QUINLAN & FABISH	PADDED NECK STRAP - MUSIC	23.85
		_	SUPPLIES	
147702	06/24/2010	REGIONAL PUBLISHING CORP	TRAPEZE	989.00
		ROGACZEWSKI, FRANK	PAYMENT FOR READING/JUDGING	200.00
	00, 21, 2020	,	HEMINGWAY CONTEST	200.00
147704	06/24/2010	RUBINOW, MARLENE	REIMB FOR TEACHER GRANT -	451.00
	* *, = -, = * - *		BIENNIAL CONFERENCE ON	
			CHEMICAL EDUCATION BCCE	
147705	06/24/2010	RUNYON, JOEL	REIMB FOR SPED REWARDS FOR	25.00
			INVESTMENTS CLASS TOP AWARD	
147705	06/24/2010	RUNYON, JOEL	REIMB FOR SPED FOOD	51.03
		RUSH OAK PARK HOSPITAL	PAYMENT FOR ROPH/OPRFHS WORK	56.39
			EXPERIENCE PROGRAM - FOOD	
147706	06/24/2010	RUSH OAK PARK HOSPITAL	PAYMENT FOR ROPH/OPRFHS WORK	500.00
			EXPERIENCE PROGRAM - BUS	
147707	06/24/2010	SECURATEX	EVENING BUILDING SECURITY	1,108.71
			5/23 - 5/29	,
147708	06/24/2010	SKYWARD		0.00
147709	06/24/2010	SKYWARD	Textbook Module fo Skyward	1,144.00
			Proposal #10-0876tk	
147709	06/24/2010	SKYWARD	SKYWARD TRAINING CREDITS	10,000.00
147709	06/24/2010	SKYWARD	Textbook Module fo Skyward	7,269.30
			Proposal #10-0876tk	
147709	06/24/2010	SKYWARD	SKYWARD SPECIAL EDUCATION	1,781.00
			MODULE	
147709	06/24/2010	SKYWARD	SKYWARD SPECIAL EDUCATION	7,947.90
			MODULE	
147710	06/24/2010	SOLUTION TREE	BUILDING COMMON ASSESSMENTS	13,600.00
147711	06/24/2010	SPORTS ILLUSTRATED	24 subscriptions to Sports	162.00
			Illustrated 0 student rate of	
			\$.75 per issue for 9 weeks.	
			Begin ASAP. Tax exempt # is	
			E997-7370-06.	
147712	06/24/2010	STOW, KRISTEN	REIMB FOR SCIENCE SUPPLIES	79.60
147713	06/24/2010	T-MOBILE	CITE UTILLITIES 5/8 - 6/7/10	177.33
147714	06/24/2010	TOTAL PARKING SOLUTIONS	GATE PENDULUM ARM SHIPPED	292.75
			5/27	
147715	06/24/2010	TRANE	Chiller repair	800.00
147716	06/24/2010	TRITON COLLEGE	FACILITY RENTAL - SOLUTIONS	1,680.00
			TREE JUNE 14 & 15	
147717	06/24/2010	TUTORIAL SERVICES	MAY TUTORING A.C.	600.67
147718	06/24/2010	UNITED PARCEL SERVICE	MAY 29 INVOICE - IT; BO;	49.10
			ATHLETICS	
147718	06/24/2010	UNITED PARCEL SERVICE	MAY 22 INVOICE DATE B&G, BO,	49.16
			FD SVC & IT	
147718	06/24/2010	UNITED PARCEL SERVICE	JUNE 5 INVOICE DATE IT; FD	174.60
			SERV & BKSTORE	
147719	06/24/2010	UPSTAGING, INC.	LIGHTING	1,920.00
147720	06/24/2010	VALCOM	CUST#202431 1 SMART BUY 6000	805.00
			PRO MT Q9400	
147720	06/24/2010	VALCOM	MONITORS (LANENGA REQUEST)	930.04
		VINCENT, LISA	SPED OT	2,016.00
		VINCENT, LISA	SPED OT	1,422.00
		WEDNESDAY JOURNAL WEST PUBLISHING CO	OUTSTANDING SCHOLAR ADS	1,614.00 84.70
141123	00/74/50TA	WEGI FUDELORING CO	Monthly charge for CLEAR	04.10

Oak Park, IL

HARRIS CHECKS (Dates: 06/15/10 - 06/24/10)

12:31 PM 06/17/10

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INVOICE

CHECK CHECK NUMBER DATE VENDOR AMOUNT DESCRIPTION 147724 06/24/2010 WESTGATE FLOWERS GRADUATION FLOWERS 8,829.80 B&G ANNUAL CLOTHING ALLOWANCE 159.28 147725 06/24/2010 WHITTAKER, MARCUS 147726 06/24/2010 WIGHT & COMPANY WCSW PROJECT NO#07-4825-35 599,834.81 APPLICATION FOR PAYMT #6 147727 06/24/2010 WORKPLUS OCCUPATIONAL HEALTH-RHC MAY PHYSICALS 145.00 5/5 + 5/31/10 SPED SOCIAL 2,900.00 147728 06/24/2010 WOYTEK, PATRICIA WORK SERVICES 147728 06/24/2010 WOYTEK, PATRICIA SOCIAL WORK 6/4 & 6/11/10 450.00

Totals for checks 1,083,909.70

04.10.01.01-010070 HARRIS CHECKS (Dates: 06/15/10 - 06/24/10) PAGE: 6

FUND SUMMARY

FUND DESCRIPTION		BALANCE SHEET	REVENUE	EXPENSE	TOTAL
10 EDUCATION F	UND	0.00	197.35	256,923.48	257,120.83
14 CAFETERIA F	OND	0.00	283.75	124,169.77	124,453.52
15 BOOKSTORE F	UND	0.00	0.00	388.13	388.13
20 OPERATIONS	MAINTENANCE	0.00	0.00	7,135.83	7,135.83
22 RESTRICTED	BUILDING FUND	0.00	0.00	407,887.67	407,887.67
40 TRANSPORTAT	ION FUND	0.00	0.00	84,880.02	84,880.02
80 TORT IMMUNI	TY FUND	0.00	0.00	8,883.19	8,883.19
84 ACTIVITY FU	ND	1,213.37	0.00	0.00	1,213.37
90 FIRE PREV &	SAFETY	0.00	0.00	191,947.14	191,947.14
*** Fund Summary	Totals ***	1,213.37	481.10	1,082,215.23	1,083,909.70

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

# Oak Park and River Forest High School District 200

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

TO·	Board

Board of Education

FROM:

Cheryl Witham

DATE:

June 24, 2010

RE:

Financial Reports

## **BACKGROUND**

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

## SUMMARY OF FINDINGS

Attached are the Financial Reports for April, 2010.

## RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve the April, 2010 Financial Reports as presented.

ROLL CALL VOTE

AGENDA ITEMS VIII. B

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

## **Education Fund**

	Audited 2008-2009	Fiscal to Date April 30 <u>2009</u>	a/ <sub>6</sub>	Amended Budget 2009-2010	Fiscal to Date April 30 2010	%	
Receipts					<del></del>		
Property Taxes	44,164,908	43,623,517	98.8%	44,221,578	47,055,644	106.4%	1
Other Local Sources	1,981,881	1,694,985	85.5%	3,418,620	3,163,908	92.5%	2
State Sources	2,690,855	2,315,083	86.0%	2,315,135	2,017,181	87.1%	
Federal Sources	1,889,503	1,356,456	71.8%	2,634,125	2,313,665	87.8%	3
	50,727,147	48,990,041	96.6%	52,589,458	54,550,398	103.7%	
Expenditures							
General Instruction	19,702,602	13,494,144	68.5%	20,435,399	14,035,810	68.7%	
Special Education	5,003,467	3,373,221	67.4%	5,525,053	3,890,995	70.4%	
Adult Education	19,910	6,000	30.1%	20,282	6,000	29.6%	
Vocational Programs	249,593	200,435	80.3%	376,506	266,541	70.8%	
Interscholastic Programs	1,951,064	1,450,481	74.3%	2,042,932	1,515,823	74.2%	
Summer School	240,965	140,488	58.3%	309,390	175,869	56.8%	
Drivers Education	688,371	481,549	70.0%	764,284	541,219	70.8%	
Other Instructional	2,897,717	1,955,881	67.5%	2,936,823	1,882,888	64.1%	
Support Srvs Pupil	6,436,368	4,473,762	69.5%	7,013,924	4,866,901	69.4%	
Support Srvs Admin.	4,817,602	3,540,154	73.5%	4,824,659	3,594,840	74.5%	
	42,007,660	29,116,115	69.3%	44,249,252	30,776,886	69.6%	
Other Sources/(Uses)							
Transfers fr. Other Funds		•	N/A	1,000,000	1,000,000	100.0%	4
Transfers to Other Funds		-	N/A	(1,000,000)	(1,000,000)	100.0%	4
				_	*		
Change in Fund Balance	8,719,488	19,873,926		8,340,206	23,773,512		
Beginning Balance	43,852,612	43,852,612		52,572,100	52,572,100		
Ending Balance	52,572,100	63,726,538		60,912,306	76,345,612		

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%

<sup>2.</sup> VOP TIF payments were received in FY 10.

<sup>3.</sup> Increase relates to receipt of IDEA ARRA funding as well as several general state aid payments being paid with federal funds.

<sup>4.</sup> Transfer of Bond & Interest funds to Ed Fund then to the O&M Fund for construction projects.

## **Bookstore Fund**

	Audited 2008-2009	Fiscal to Date April 30 <u>2009</u>	0/6	Amended Budget 2009-2010	Fiscal to Date April 30 <u>2010</u>	%	
Receipts							
Other Local Sources	853,433	725,871	85.1%	899,427	678,965	75.5%	1
	853,433	725,871	85.1%	899,427	678,965	75.5%	
Expenditures							
Support Srvs Other	850,404	799,902	94.1%	895,999	769,617	85.9%	
	850,404	799,902	94.1%	895,999	769,617	85.9%	
Change in Fund Balance	3,029	(74,031)		3,428	(90,652)		
Beginning Balance	692,810	692,810		695,839	695,839		
Ending Balance	695,839	618,779		699,267	605,187		

<sup>1.</sup> The District has had an increase in the number of students who qualify for free textbooks.

## Cafeteria Fund

	Audited 2008-2009	Fiscal to Date April 30 <u>2009</u>	<u>%</u>	Amended Budget 2009-2010	Fiscal to Date April 30 2010	<u>%</u>
Receipts						
Other Local Sources	2,015,691	1,641,535	81.4%	2,084,204	1,737,446	83.4%
State Sources	15,198	10,456	68.8%	7,812	8,739	111.9%
Federal Sources	251,914	186,287	73.9%	249,266	143,549	57.6%
	2,282,803	1,838,278	80.5%	2,341,282	1,889,734	80.7%
Expenditures						
Support Srvs Admin.	2,297,317	1,803,239	78.5%	2,267,152	1,711,211	75.5% 1
	2,297,317	1,803,239	78.5%	2,267,152	1,711,211	75.5%
Change in Fund Balance	(14,514)	35,039		74,130	178,523	
Beginning Balance	288,795	288,795		274,281	274,281	
Ending Balance	274,281	323,834		348,411	452,804	

<sup>1.</sup> Reduced labor and food costs contribute to the decrease.

#### **Operations and Maintenance Fund**

	Audited 2008-2009	Fiscal to Date April 30 <u>2009</u>	%	Amended Budget 2009-2010	Fiscal to Date April 30 <u>2010</u>	₿/ <sub>0</sub>	
Receipts							
Property Taxes	5,135,149	5,086,842	99.1%	5,732,755	5,978,672	104.3%	1
Other Local Sources	1,509,893	1,307,209	86.6%	2,027,525	2,210,442	109.0%	2
	6,645,042	6,394,051	96.2%	7,760,280	8,189,114	105.5%	
Expenditures							
Support Srvs Admin,	6,227,164	5,086,549	81.7%	9,976,813	5,247,403	52.6%	3
	6,227,164	5,086,549	81.7%	9,976,813	5,247,403	52.6%	
Other Sources/(Uses)							
Transfers	22,799		N/A	1,048,480	1,000,000	95.4%	4
	22,799	-		1,048,480	1,000,000		
Change in Fund Balance	440,677	1,307,502		(1,168,053)	3,941,711		
Beginning Balance	8,603,680	8,603,680		9,044,357	9,044,357		
Ending Balance	9,044,357	9,911,182		7,876,304	12,986,068		

- 1. The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.
- 2. Replacement tax collections have been greater than anticipated in the budget.
- 3. Budget takes into account summer construction projects that have yet to begin.
- 4. Bond proceeds transferred from the Working Cash Fund via the Ed Fund.

## Life Safety Fund

	Audited 2008-2009	Fiscal to Date April 30 2009	⊎⁄ <sub>0</sub>	Amended Budget 2009-2010	Fiscal to Date April 30 2010	<sup>0</sup> / <sub>6</sub>
Receipts						
Property Taxes	1,088,490	1,042,511	95.8%	1,734,662	1,833,295	105.7% 1
Other Local Sources	6,089	5,679	93.3%	3,045	2,522	82.8%
	1,094,579	1,048,190	95.8%	1,737,707	1,835,817	105.6%
Expenditures						
Support Srvs Business	427,713	265,689	62.1%	1,474,580	915,369	62.1%
	427,713	265,689	62.1%	1,474,580	915,369	62.1%
Expenditures						
Transfers	(616,525)		0.0%	(618,263)	(618,263)	100.0% 2
	(616,525)	•		(618,263)	(618,263)	
Change in Fund Balance	50,341	782,501		(355,136)	302,185	
Beginning Balance	304,795	304,795		355,136	355,136	
Ending Balance	355,136	1,087,296		p.	657,321	

- 1. The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.
- 2. Transfer to the Bond & Interest Fund was made in January rather than at year end.

## **Bond and Interest Fund**

	Audited 2008-2009	Fiscal to Date April 30 2009	e/o	Amended Budget 2009-2010	Fiscal to Date April 30 <u>2010</u>	%	
Receipts		_					
Property Taxes	2,922,267	2,966,590	101.5%	2,958,262	3,014,500	101.9%	1
Other Local Sources	22,799	20,533	90.1%	48,480	31,708	65.4%	
	2,945,066	2,987,123	101.4%	3,006,742	3,046,208	101.3%	
Expenditures							
Debt Service	3,482,804	3,284,165	94.3%	4,624,861	4,435,215	95.9%	
	3,482,804	3,284,165	94.3%	4,624,861	4,435,215	95.9%	
Other Sources/(Uses)							
Principal on Bonds Sold	-	-	N/A	10,810,000	10,810,000	100.0%	2
Premium on Bonds Sold	-	=	N/A	801,095	801,095	100.0%	2
Payment to Escrow	-	-	N/A	(11,468,408)	(11,468,408)	100.0%	2
Transfers	(22,799)	-	0.0%	(48,480)	-	0.0%	
Transfers	616,525	_	0.0%	618,263	618,263	100.0%	3
	593,726	-	0.0%	712,470	760,950	106.8%	
Change in Fund Balance	55,988	(297,042)		(905,649)	(628,057)		
Beginning Balance	2,412,901	2,412,901		2,468,889	2,468,889		
Ending Balance	2,468,889	2,115,859		1,563,240	1,840,832		

 $<sup>1. \ \, \</sup>text{The county remitted 55\% of the prior year tax levy for spring collections. Up until this year, they had remitted 50\%.}$ 

## **Transportation Fund**

	Audited 2008-2009	Fiscal to Date April 30 2009	<sup>0</sup> / <sub>6</sub>	Amended Budget 2009-2010	Fiscal to Date April 30 2010	<u>%</u>
Receipts						
Property Taxes	828,502	829,067	100.1%	878,289	914,350	104.1% 1
Other Local Sources	24,237	22,573	93.1%	40,964	39,961	97.6%
State Sources	728,472	553,179	75.9%	650,354	593,289	91.2% 2
	1,581,211	1,404,819	88.8%	1,569,607	1,547,600	98.6%
Expenditures						
Support Srvs Business	1,367,241	979,438	71.6%	1,494,837	993,769	66.5%
	1,367,241	979,438	71,6%	1,494,837	993,769	66.5%
Change in Fund Balance	213,970	425,381		74,770	553,831	
Beginning Balance	1,900,877	1,900,877		2,114,847	2,114,847	
Ending Balance	2,114,847	2,326,258		2,189,617	2,668,678	

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.

<sup>2.</sup> Amounts relate to refunding of bonds.

<sup>3.</sup> Transfer to the Bond & Interest Fund was made in January rather than at year end.

<sup>2.</sup> Current year actual amounts inflated due to receipt of funds relating to last school year.

## Illinois Municipal Retirement/Social Security Fund

	Audited 2008-2009	Fiscal to Date April 30 <u>2009</u>	%	Amended Budget 2009-2010	Fiscal to Date April 30 2010	<u>%</u>
Receipts						
Property Taxes	2,044,839	2,049,935	100.2%	2,209,285	2,302,249	104.2% 1
Other Local Sources	89,867	12,788	14.2%	95,721	27,195	28.4%
	2,134,706	2,062,723	96.6%	2,305,006	2,329,444	101.1%
Expenditures						
General Instruction	295,293	195,891	66.3%	356,852	242,732	68.0%
Special Education	190,401	125,481	65.9%	192,753	129,001	66.9%
Vocational Programs	19,569	13,864	70.8%	23,157	20,227	87.3%
Interscholastic Programs	120,653	91,051	75.5%	103,420	85,428	82,6%
Summer School	7,329	4,244	57.9%	3,346	5,563	166.3%
Drivers Education	4,865	3,532	72.6%	7,467	4,060	54.4%
Other Instructional	1,199	800	66.7%	1,021	887	86.9%
Support Srvs Pupil	336,739	239,652	71.2%	358,504	242,924	67.8%
Support Srvs Admin.	866,120	692,179	79.9%	873,584	667,431	76.4%
	1,842,167	1,366,694	74.2%	1,920,104	1,398,253	72.8%
Change in Fund Balance	292,539	696,029		384,902	931,191	
Beginning Balance	1,031,102	1,031,102		1,323,641	1,323,641	
Ending Balance	1,323,641	1,727,131		1,708,543	2,254,832	

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.

## Working Cash Fund

	Audited 2008-2009	Fiscal to Date April 30 2009	<b>ن</b> ⁄و	Amended Budget 2009-2010	Fiscal to Date April 30 2010	%
Receipts						
Property Taxes	1,031,330	947,656	91.9%	1,089,966	1,140,510	104.6% 1
Other Local Sources	62,643	57,934	92.5%	117,249	113,486	96.8%
	1,093,973	1,005,590	91.9%	1,207,215	1,253,996	103.9%
Expenditures						
Transfers		-	N/A		-	N/A
	-		N/A	-		N/A
Other Sources/(Uses)						
Principal on Bonds Sold	-	-	N/A	1,000,000	1,000,000	100.0% 2
Transfers	*	*	N/A	(1,000,000)	(1,000,000)	100.0% 2
				_	_	
Change in Fund Balance	1,093,973	1,005,590		1,207,215	1,253,996	
Change in I and Dalance	1,000,070	1,005,570		1,207,2210	1,233,770	
Beginning Balance	4,206,977	4,206,977		5,300,950	5,300,950	
Ending Balance	5,300,950	5,212,567		6,508,165	6,554,946	

 $<sup>1. \ \, \</sup>text{The county remitted 55\% of the prior year tax levy for spring collections. Up until this year, they had remitted 50\%.}$ 

<sup>2.</sup> Bond refunding and subsequent transfer to O&M Fund via the Ed. Fund.

## **Tort Immunity Fund**

	Audited 2008-2009	Fiscal to Date April 30 2009	9/6	Amended Budget 2009-2010	Fiscal to Date April 30 2010	u/e
Receipts						
Property Taxes	1,137,610	1,144,634	100.6%	1,184,844	1,228,198	103.7% 1
Other Local Sources	18,847	17,039	90.4%	15,000	32,493	216.6%
	1,156,457	1,161,673	100.5%	1,199,844	1,260,691	105.1%
Expenditures						
Support Srvs Admin.	894,193	800,676	89.5%	1,007,395	839,527	83.3%
	894,193	800,676	89.5%	1,007,395	839,527	83.3%
Change in Fund Balance	262,264	360,997		192,449	421,164	
Beginning Balance Ending Balance	1,655,512 1,917,776	1,655,512 2,016,509		1,917,776 2,110,225	1,917,776 2,338,940	

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.

## **Dental Self Insurance Fund**

	Audited 2008-2009	Fiscal to Date April 30 2009	6/a	Amended Budget 2009-2010	Fiscal to Date April 30 2010	<u>%</u>
Receipts						
Insurance Premiums	418,388	308,813	73.8%	453,053	299,565	66.1%
Other Local Sources	1,917	1,745	91.0%	2,000	3,173	158.7%
	420,304	310,558	73.9%	455,053	302,738	66.5%
Expenditures						
Staff Services	434,677	348,368	80.1%	453,053	310,700	68.6% 1
Change in Fund Balance	(14,372)	(37,810)		2,000	(7,962)	
Beginning Balance	157,772	157,772		143,400	143,400	
Ending Balance	143,400	119,962		145,400	135,438	

<sup>1.</sup> Dental claims have been less each month of fiscal 2010 compared to 2009.

Medical	Self	Insurance	Fund

	Audited 2008-2009	Fiscal to Date April 30 2009	%	Amended Budget 2009-2010	Fiscal to Date April 30 2010	%
Receipts					••••	
Insurance Premiums	4,178,002	3,484,985	83.4%	4,443,347	3,939,259	88.7%
Other Local Sources	20,467	18,618	91.0%	15,000	45,656	304.4%
	4,198,469	3,503,603	83.4%	4,458,347	3,984,915	89.4%
Expenditures						
Staff Services	3,404,305	2,684,040	78.8%	4,443,347	3,094,862	69.7%
Change in Fund Balance	794,164	819,563		15,000	890,053	
Beginning Balance	800,804	800,804		1,594,968	1,594,968	
Ending Balance	1,594,968	1,620,367		1,609,968	2,485,021	

## Self-Insurance Workers' Comp Fund

	Audited	Fiscal to Date April 30		Amended Budget	Fiscal to Date April 30	
4	2008-2009	2009	%	2009-2010	2010	%
Receipts						
Insurance Premiums	-	•	N/A	-	-	N/A
Other Local Sources	-	-	N/A	-	-	N/A
Transfers		*	N/A	_		N/A
	•	-		-	-	
Expenditures Staff Services		(15,676)	N/A	w	<u> </u>	N/A
Change in Fund Balance	-	15,676		*		
Beginning Balance	15,857	15,857		15,857	15,857	
Ending Balance	15,857	31,533		15,857	15,857	

Note: Negative amount in prior year relates to premium refund from SELF for the years 1991 - 2003 which were closed out by SELF.

## Oak Park and River Forest High School District 200

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

TO:

Board of Education

FROM:

Cheryl Witham

DATE:

June 24, 2010

RE:

Financial Reports

## BACKGROUND

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

## **SUMMARY OF FINDINGS**

Attached are the Financial Reports for May, 2010.

## RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION:

To approve the May, 2010 Financial Reports as presented.

ROLL CALL VOTE

AGENDA ITEMS VIII. C.

TEL: (708) 383-0700

WEB: www.oprfhs.org

TTY/TDD: (708) 524-5500

FAX: (708) 434-3910

## **Education Fund**

	Audited 2008-2009	Fiscal to Date May 31 <u>2009</u>	%	Amended Budget 2009-2010	Fiscal to Date May 31 2010	0/6	
Receipts							
Property Taxes	44,164,908	43,827,642	99.2%	44,221,578	47,395,355	107.2%	
Other Local Sources	1,981,881	1,761,372	88.9%	3,418,620	3,223,559	94.3%	2
State Sources	2,690,855	2,315,083	86.0%	2,315,135	2,289,819	98.9%	
Federal Sources	1,889,503	1,553,045	82.2%	2,634,125	2,374,380	90.1%	3
	50,727,147	49,457,142	97.5%	52,589,458	55,283,113	105.1%	
Expenditures							
General Instruction	19,702,602	15,551,563	78.9%	20,435,399	15,575,964	76.2%	
Special Education	5,003,467	3,893,288	77.8%	5,525,053	4,304,714	77.9%	
Adult Education	19,910	6,000	30.1%	20,282	6,000	29.6%	
Vocational Programs	249,593	220,839	88.5%	376,506	295,819	78.6%	
Interscholastic Programs	1,951,064	1,695,539	86.9%	2,042,932	1,700,684	83.2%	
Summer School	240,965	141,053	58.5%	309,390	176,295	57.0%	
Drivers Education	688,371	557,640	81.0%	764,284	603,620	79.0%	
Other Instructional	2,897,717	2,129,069	73.5%	2,936,823	2,289,181	77.9%	
Support Srvs Pupil	6,436,368	5,131,548	79.7%	7,013,924	5,384,145	76.8%	
Support Srys Admin.	4,817,602	3,992,863	82.9%	4,824,659	3,967,745	82.2%	
	42,007,660	33,319,402	79.3%	44,249,252	34,304,167	77.5%	
Other Sources/(Uses)							
Transfers fr. Other Funds		-	N/A	1,000,000	1,000,000	100.0%	
Transfers to Other Funds	*		N/A	(1,000,000)	(1,000,000)	100.0%	4
		_			-		
Change in Fund Balance	8,719,488	16,137,740		8,340,206	20,978,946		
Beginning Balance	43,852,612	43,852,612		52,572,100	52,572,100		
Ending Balance	52,572,100	59,990,352		60,912,306	73,551,046		

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%

<sup>2.</sup> VOP TIF payments were received in FY 10.

<sup>3.</sup> Increase relates to receipt of IDEA ARRA funding as well as several general state aid payments being paid with federal funds.

<sup>4.</sup> Transfer of Bond & Interest funds to Ed Fund then to the O&M Fund for construction projects.

## **Bookstore Fund**

	Audited 2008-2009	Fiscal to Date May 31 <u>2009</u>	%	Amended Budget 2009-2010	Fiscal to Date May 31 <u>2010</u>	%	
Receipts							
Other Local Sources	853,433	735,924	86.2%	899,427	687,847	76.5%	i
	853,433	735,924	86.2%	899,427	687,847	76.5%	
Expenditures							
Support Srvs Other	<u>850,404</u>	824,013	96.9%	895,999	790,648	88.2%	
	850,404	824,013	96.9%	895,999	790,648	88.2%	
Change in Fund Balance	3,029	(88,089)		3,428	(102,801)		
Beginning Balance	692,810	692,810		695,839	695,839		
Ending Balance	695,839	604,721		699,267	593,038		

<sup>1.</sup> The District has had an increase in the number of students who qualify for free textbooks.

## Cafeteria Fund

	Audited 2008-2009	Fiscal to Date May 31 2009	% <u> </u>	Amended Budget 2009-2010	Fiscal to Date May 31 <u>2010</u>	%
Receipts						
Other Local Sources	2,015,691	1,844,402	91.5%	2,084,204	1,847,714	88.7%
State Sources	15,198	12,267	80.7%	7,812	8,739	111.9%
Federal Sources	251,914	210,466	83.5%	249,266	164,511	66.0%
	2,282,803	2,067,135	90.6%	2,341,282	2,020,964	86.3%
Expenditures						
Support Srvs Admin.	2,297,317	2,030,629	88.4%	2,267,152	1,902,372	83.9% 1
	2,297,317	2,030,629	88.4%	2,267,152	1,902,372	83.9%
Change in Fund Balance	(14,514)	36,506		74,130	118,592	
Beginning Balance	288,795	288,795		274,281	274,281	
Ending Balance	274,281	325,301		348,411	392,873	

<sup>1.</sup> Reduced labor and food costs contribute to the decrease.

## Operations and Maintenance Fund

	Audited	Fiscal to Date May 31		Amended Budget	Fiscal to Date May 31		
	2008-2009	<u>2009</u>	0/6	2009-2010	<u>2010</u>	<u>%</u>	
Receipts							
Property Taxes	5,135,149	5,111,442	99.5%	5,732,755	6,022,404	105.1%	ì
Other Local Sources	1,509,893	1,594,722	105.6%	2,027,525	2,388,378	117.8%	2
	6,645,042	6,706,164	100.9%	7,760,280	8,410,782	108.4%	
Expenditures							
Support Srvs Admin.	6,227,164	5,523,435	88.7%	9,976,813	5,683,949	57,0%	3
	6,227,164	5,523,435	88.7%	9,976,813	5,683,949	57.0%	
Other Sources/(Uses)							
Transfers	22,799		N/A	1,048,480	1,000,000	95.4%	4
	22,799	-		1,048,480	1,000,000		
Change in Fund Balance	440,677	1,182,729		(1,168,053)	3,726,833		
Beginning Balance	8,603,680	8,603,680		9,044,357	9,044,357		
Ending Balance	9,044,357	9,786,409		7,876,304	12,771,190		

- 1. The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.
- 2. Replacement tax collections have been greater than anticipated in the budget.
- 3. Budget takes into account summer construction projects that have yet to begin.
- 4. Bond proceeds transferred from the Working Cash Fund via the Ed Fund.

## Life Safety Fund

	Audited 2008-2009	Fiscal to Date May 31 2009	%	Amended Budget 2009-2010	Fiscal to Date May 31 2010	%	
Receipts							
Property Taxes	1,088,490	1,047,576	96.2%	1,734,662	1,847,308	106.5%	1
Other Local Sources	6,089	5,736	94.2%	3,045	2,568	84.3%	
	1,094,579	1,053,312	96.2%	1,737,707	1,849,876	106.5%	
Expenditures							
Support Srvs Business	427,713	270,163	63.2%	1,474,580	917,987	62.3%	
	427,713	270,163	63.2%	1,474,580	917,987	62.3%	
Expenditures							
Transfers	(616,525)	-	0.0%	(618,263)	(618,263)	100.0%	2
	(616,525)	_		(618,263)	(618,263)		
Change in Fund Balance	50,341	783,149		(355,136)	313,626		
Beginning Balance	304,795	304,795		355,136	355,136		
Ending Balance	355,136	1,087,944			668,762		

- 1. The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.
- 2. Transfer to the Bond & Interest Fund was made in January rather than at year end.

## **Bond and Interest Fund**

	Audited 2008-2009	Fiscal to Date May 31 2009	8/6	Amended Budget 2009-2010	Fiscal to Date May 31 2010	%	
Receipts		-	•		<u></u>		
Property Taxes	2,922,267	2,980,258	102.0%	2,958,262	3,036,042	102.6%	1
Other Local Sources	22,799	20,635	90.5%	48,480	31,812	65.6%	
	2,945,066	3,000,893	101.9%	3,006,742	3,067,854	102.0%	
Expenditures							
Debt Service	3,482,804	3,482,804	100.0%	4,624,861	4,787,112	103.5%	
	3,482,804	3,482,804	100.0%	4,624,861	4,787,112	103.5%	
Other Sources/(Uses)							
Principal on Bonds Sold	-	-	N/A	10,810,000	10,810,000	100.0%	2
Premium on Bonds Sold	-	=	N/A	801,095	801,095	100.0%	2
Payment to Escrow	-	-	N/A	(11,468,408)	(11,468,408)	100.0%	2
Transfers	(22,799)	-	0.0%	(48,480)	•	0.0%	
Transfers	616,525	_	0.0%	618,263	618,263	100.0%	3
•	593,726	•	0.0%	712,470	760,950	106.8%	
Change in Fund Balance	55,988	(481,911)		(905,649)	(958,308)		
Beginning Balance	2,412,901	2,412,901		2,468,889	2,468,889		
Ending Balance	2,468,889	1,930,990		1,563,240	1,510,581		

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.

## **Transportation Fund**

		Fiscal to Date		Amended	Fiscal to Date	
	Audited	May 31		Budget	May 31	
	2008-2009	<u>2009</u>	0/0	2009-2010	2010	9/6
Receipts						
Property Taxes	828,502	832,994	100.5%	878,289	920,953	104.9% 1
Other Local Sources	24,237	22,679	93.6%	40,964	40,109	97.9%
State Sources	728,472	554,009	76.1%	650,354	593,289	91.2% 2
	1,581,211	1,409,682	89.2%	1,569,607	1,554,351	99.0%
Expenditures						
Support Srvs Business	1,367,241	1,098,067	80.3%	1,494,837	1,160,807	77.7%
	1,367,241	1,098,067	80.3%	1,494,837	1,160,807	77.7%
Change in Fund Balance	213,970	311,615		74,770	393,544	
Beginning Balance	1,900,877	1,900,877		2,114,847	2,114,847	
Ending Balance	2,114,847	2,212,492		2,189,617	2,508,391	

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.

<sup>2.</sup> Amounts relate to refunding of bonds.

<sup>3.</sup> Transfer to the Bond & Interest Fund was made in January rather than at year end.

<sup>2.</sup> Current year actual amounts inflated due to receipt of funds relating to last school year.

## Illinois Municipal Retirement/Social Security Fund

	Audited 2008-2009	Fiscal to Date May 31 2009	o/o	Amended Budget 2009-2010	Fiscal to Date May 31 2010	%
Receipts						
Property Taxes	2,044,839	2,059,746	100.7%	2,209,285	2,318,970	105.0% 1
Other Local Sources	89,867	12,869	14.3%	95,721	27,342	28.6%
	2,134,706	2,072,615	97.1%	2,305,006	2,346,312	101.8%
Expenditures						
General Instruction	295,293	228,858	77.5%	356,852	269,386	75.5%
Special Education	190,401	146,329	76.9%	192,753	142,969	74.2%
Vocational Programs	19,569	16,163	82.6%	23,157	22,041	95.2%
Interscholastic Programs	120,653	107,585	89.2%	103,420	95,659	92.5%
Summer School	7,329	4,321	59.0%	3,346	5,620	168.0%
Drivers Education	4,865	4,070	83.7%	7,467	4,514	60.5%
Other Instructional	1,199	934	77.9%	1,021	977	95.7%
Support Srvs Pupil	336,739	277,465	82.4%	358,504	268,276	74.8%
Support Srvs Admin.	866,120	792,434	91.5%	873,584	732,885	83.9%
	1,842,167	1,578,159	85.7%	1,920,104	1,542,327	80.3%
Change in Fund Balance	292,539	494,456		384,902	803,985	
Beginning Balance	1,031,102	1,031,102		1,323,641	1,323,641	
Ending Balance	1,323,641	1,525,558		1,708,543	2,127,626	

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.

## Working Cash Fund

	Audited 2008-2009	Fiscal to Date May 31 2009	% 9/e	Amended Budget 2009-2010	Fiscal to Date May 31 2010	%
Receipts						
Property Taxes	1,031,330	952,718	92.4%	1,089,966	1,148,925	105.4% 1
Other Local Sources	62,643	58,211	92.9%	117,249	113,942	97.2%
	1,093,973	1,010,929	92.4%	1,207,215	1,262,867	104.6%
Expenditures						
Transfers			N/A		-	N/A
			N/A			N/A
Other Sources/(Uses)						
Principal on Bonds Sold	-	-	N/A	1,000,000	1,000,000	100.0% 2
Transfers	-	-	N/A	(1,000,000)	(1,000,000)	100.0% 2
		*		-	<u> </u>	
Change in Fund Balance	1,093,973	1,010,929		1,207,215	1,262,867	
Beginning Balance Ending Balance	4,206,977 5,300,950	4,206,977 5,217,906		5,300,950 6,508,165	5,300,950 6,563,817	

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.

<sup>2.</sup> Bond refunding and subsequent transfer to O&M Fund via the Ed. Fund.

## **Tort Immunity Fund**

	Audited 2008-2009	Fiscal to Date May 31 2009	6/8	Amended Budget 2009-2010	Fiscal to Date May 31 <u>2010</u>	<u>%</u>
Receipts						
Property Taxes	1,137,610	1,150,074	101.1%	1,184,844	1,237,046	104.4% 1
Other Local Sources	18,847	17,145	91.0%	15,000	32,656	217.7%
	1,156,457	1,167,219	100.9%	1,199,844	1,269,702	105.8%
Expenditures						
Support Srvs Admin.	894,193	811,266	90.7%	1,007,395	851,204	84.5%
	894,193	811,266	90.7%	1,007,395	851,204	84.5%
Change in Fund Balance	262,264	355,953		192,449	418,498	
Beginning Balance Ending Balance	1,655,512 1,917,776	1,655,512 2,011,465		1,917,776 2,110,225	1,917,776 2,336,274	

<sup>1.</sup> The county remitted 55% of the prior year tax levy for spring collections. Up until this year, they had remitted 50%.

## **Dental Self Insurance Fund**

	Audited 2008-2009	Fiscal to Date May 31 2009	%	Amended Budget 2009-2010	Fiscal to Date May 31 2010	%
Receipts					<u>—</u>	
Insurance Premiums	418,388	343,799	82.2%	453,053	333,723	73.7%
Other Local Sources	1,917	1,753	91.5%	2,000	3,184	159.2%
	420,304	345,552	82.2%	455,053	336,907	74.0%
Expenditures						
Staff Services	434,677	389,426	89.6%	453,053	337,521	74.5% 1
Change in Fund Balance	(14,372)	(43,874)		2,000	(614)	
Beginning Balance	<u> 157,772</u>	157,772		143,400	143,400	
Ending Balance	143,400	113,898		145,400	142,786	

<sup>1.</sup> Dental claims have been less each month of fiscal 2010 compared to 2009.

	Audited 2008-2009	Fiscal to Date May 31 2009		Amended Budget 2009-2010	Fiscal to Date May 31 2010	
Receipts						
Insurance Premiums	4,178,002	3,830,838	91.7%	4,443,347	4,398,741	99.0%
Other Local Sources	20,467	18,724	91.5%	15,000	45,837	305.6%
	4,198,469	3,849,562	91.7%	4,458,347	4,444,578	99.7%
Expenditures						
Staff Services	3,404,305	3,009,238	88.4%	4,443,347	3,543,983	79.8%
Change in Fund Balance	794,164	840,324		15,000	900,595	
Beginning Balance	800,804	800,804		1,594,968	1,594,968	
Ending Balance	1,594,968	1,641,128		1,609,968	2,495,563	

## Self-Insurance Workers' Comp Fund

	Audited 2008-2009	Fiscal to Date May 31 2009	%	Amended Budget 2009-2010	Fiscal to Date May 31 2010	%
Receipts						
Insurance Premiums	-	-	N/A		•	N/A
Other Local Sources	-	-	N/A		+	N/A
Transfers	<u>-</u>	-	N/A	м	*	N/A
	-	-		-	-	
Expenditures Staff Services		(15,676)	N/A		#	N/A
Change in Fund Balance	-	15,676		-	-	
Beginning Balance	15,857	15,857		15,857	15,857	
Ending Balance	15,857	31,533		15,857	15,857	

Note: Negative amount in prior year relates to premium refund from SELF for the years 1991 - 2003 which were closed out by SELF.

# Oak Park and River Forest High School District 200

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

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**Board of Education** 

FROM:

Cheryl Witham

DATE:

June 24, 2010

RE:

Treasurer's Reports

## **BACKGROUND**

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

#### **SUMMARY OF FINDINGS**

Attached is the Treasurer Reports for April, 2010.

## RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION:

To approve the April, 2010 Treasurer Reports as presented.

**ROLL CALL VOTE** 

AGENDA ITEM VIII. D.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

Oak Park & River Forest High School District 200 Treasurers Report April 30, 2010

	Funds	Opening Cash Balance <u>04/01/10</u>	Cash <u>Receipts</u>	Cash <u>Disbursements</u>	Adjustments to Cash (JE's)	Ending Cash Balance <u>04/30/10</u>	% of Total
0 4 5 5	Education Food Service Book Store	77,330,369.23 351,974.28 299,057.78	2,397,395.62 291,730.65 14,526.71	(4,204,000.44) (204,953.05) (23,713.67)	(418,086.06) (14,597.73) (1,365.63)	75,105,678.35 424,154.15 288,505.19	69.48% 0.39% 0.27%
	Total - Education Fund	77,981,401.29	2,703,652.98	(4,432,667.16)	(434,049.42)	75,818,337.69	70.14%
20	Operations, Building & Maintenance	12,906,229.29	433,488.96	(582,855.43)	(48,086.06)	12,708,776.76	11.76%
30	Bond & Interest Fund	1,751,885.18	69,590.55	•		1,821,475.73	1.68%
40	40 Transportation Fund	2,382,126.21	21,873.98	(120,798.21)	(60.00)	2,283,141.98	2.11%
90	50 IMRF & SS Fund	2,397,548.92	63,179.46	(219,073.71)	51.04	2,241,705.71	2.07%
70	70 Working Cash	6,517,545.56	29,797.76	,	•	6,547,343.32	%90'9
80	80 Tort Immunity	2,329,775.04	28,651.76	(23,732.39)		2,334,694.41	2.16%
27	Dental Self insurance	170,210.78	1,167.15	(50,132.50)	33,134.57	154,380.00	0.14%
82	Medical Self Insurance	2,665,146.10	73,151.02	(591,136.78)	449,976.01	2,597,136.35	2.40%
83	Workers' Comp Self Insurance	15,857.04	•	•	•	15,857.04	0.01%
84	Harris - PMA	519,819.97	180,692.71	(15,078.16)	(966.14)	684,468.38	0.63%
84	Park National Community Bank	255,035.55 770.00	159.00 169,158.64	(140,292.49) (41,292.47)	1 1	114,902.06 128,636.17	0.11%
	Total - Activity Funds	775,625.52	350,010.35	(196,663.12)	(966.14)	928,006.61	%98'0
06	Fire Prevention & Safety	601,939.01	58,676.65	(10,960.20)		649,655.46	0.60%

Total - All Funds	49	110,495,289.94 \$	94 \$ 3,833,240.62 \$ (6,22	(6,228,019.50) \$	1	108,100,511.06	100.00%

Summary of adjustments to cash: Reclassification of food service chargebacks.

Reclassification of bookstore chargebacks.

Reclassification of expenditures PPO/Pharmacy reclassification.

### Oak Park & River Forest High School District 200 Cash and Investments April 30, 2010

	Account <u>Balance</u>	Treasurer's <u>Control</u>	% of <u>Total</u>
Harris Bank Comingled Account (treas ofc.)	7		
Statement CTTO	126,015.94		
Less: Outstanding Checks	, -		
Plus: Deposits in Transit	<u></u>		
Adjusted	126,015.94	126,015.94	0.12%
Park National Student Activity Account			
Statement Balance	116,708.54		
Less: Outstanding Checks	(1,981.98)		
Plus: Deposits in Transit	175.50		
Adjusted	114,902.06		0.11%
Community Bank Student Activity Account	]		
Statement Balance	130,923.19		
Less: Outstanding Checks	(19,702.16)		
Plus: Deposits in Transit	17,415.14		
Adjusted	128,636.17		0.12%
Harris ISDLAF Account (Liquid & Max)			
Statement Balance	108,718,487.54		
Less: Outstanding Checks	(1,225,071.96)		
Plus: Deposits in Transit	151,620.33		
Adjusted	107,645,035.91		99.58%
Park National Imprest Account			
Statement Balance	14,515.88		
Less: Outstanding Checks	(336.00)		
Plus: Deposits in Transit			
Adjusted	14,179.88		0.01%
Community Bank Imprest Account			
Statement Balance	24,341.10		
Less: Outstanding Checks	<u> </u>		
Plus: Deposits in Transit			
Adjusted	24,341.10		0.02%
, 10,00100			
Petty Cash	7,400.00		0.01%
Workers Compensation Escrow	40,000.00	ı	0.04%
Total Cash and Investments	\$ 108,100,511.06 \$	126,015.94	100.00%

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

### Oak Park & River Forest High School District 200 Schedule of Investments April 30, 2010

	Average Interest	Investment Value	% of	Prior Month % of
By Financial Institution	Rate *	04/30/10	<u>Total</u>	Total
Harris ISDLAF - Liquid MM	0.02%	510,800.88	0.47%	1.58%
Harris ISDLAF - Max MM	0.41%	8,936,888.07	8.21%	9.15%
Harris ISDLAF - SDA	0.21%	3,002,167.98	2.76%	2.72%
Harris ISDLAF - CD's	0.59%	93,670,800.00	86.06%	84.09%
Harris ISDLAF - Gov't Securities	0.43%	2,597,830.61	2.39%	2.35%
Harris - CTTO MM	*	126,015.94	0.12%	0.11%
Total All Investments by Institu	tion	108,844,503.48	100.00%	100.00%

	Average Interest	Investment Value	% of	Prior Month % of
By Investment Type	Rate *	<u>04/30/10</u>	<u>Total</u>	<u>Total</u>
CD's	0.59%	93,670,800.00	86.06%	84.09%
Government Securities	0.43%	2,597,830.61	2.39%	2.35%
Money Market	0.22%	12,575,872.87	11.55%	13.56%
Total All Investments by Type		108,844,503.48	100.00%	100.00%

	Average Interest	Investment Value	% of	Prior Month % of
	Rate *	04/30/10	Total	Total
By Maturity Age	<u></u>		***************************************	
1 month	0.45%	2,100,000.00	1.93%	1.80%
2 months	0.61%	6,487,200.00	5.96%	1.90%
3 months	0.44%	2,600,000.00	2.39%	5.87%
4-6 months	0.72%	23,790,100.00	21.86%	19.17%
7-9 months	0.39%	22,800,000.00	20.95%	20.26%
10-12 months	0.59%	12,899,285.61	11.85%	13.39%
1 year +	0.74%	25,592,045.00	23.51%	24.06%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.22%	12,575,872.87	11.55%	13.56%
Total investments		108,844,503.48	100.00%	100.00%

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

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

TO:

**Board of Education** 

FROM:

Cheryl Witham

DATE:

June 24, 2010

RE:

Treasurer's Reports

### **BACKGROUND**

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

### **SUMMARY OF FINDINGS**

Attached is the Treasurer Reports for May, 2010.

### RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION:

To approve the May, 2010 Treasurer Reports as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. E.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

Oak Park & River Forest High School District 200 Treasurers Report May 31, 2010

	Funds	Opening Cash Balance <u>05/01/10</u>	Cash <u>Receipts</u>	Cash <u>Disbursements</u>	Adjustments to Cash (JE's)	Ending Cash Balance <u>05/31/10</u>	% of <u>Total</u>
0 4 5 5	Education Food Service Book Store	75,105,678.35 424,154.15 288,505.19	759,393.10 131,347.82 9,217.02	(3,144,350.75) (171,268.10) (18,502.88)	(409,829.52) (20,101.32) (2,837.09)	72,310,891,18 364,132.55 276,382.24	69.19% 0.35% 0.26%
	Total - Education Fund	75,818,337.69	899,957.94	(3,334,121.73)	(432,767.93)	72,951,405.97	69.80%
20	Operations, Building & Maintenance	12,708,776.76	223,015.85	(388,147.10)	(47,834.85)	12,495,810.66	11.96%
30	Bond & Interest Fund	1,821,475.73	21,646.37	(351,896.82)	ı	1,491,225.28	1.43%
40	40 Transportation Fund	2,283,141.98	6,751.09	(167,038.50)		2,122,854.57	2.03%
20	IMRF & SS Fund	2,241,705.71	16,910.36	(144,780.44)	1,318.53	2,115,154.16	2.02%
70	70 Working Cash	6,547,343.32	8,871.85	•	•	6,556,215.17	6.27%
80	Tort Immunity	2,334,694.41	9,010.63	(11,677.73)	ì	2,332,027.31	2.23%
84	Dental Self Insurance	154,380.00	1,204.69	(26,821.55)	32,964.44	161,727.58	0.15%
82	Medical Self Insurance	2,597,136.35	11,319.92	(449,121.25)	448,344.26	2,607,679.28	2.50%
83	Workers' Comp Self Insurance	15,857.04	,	•	1	15,857.04	0.02%
84	Harris - PMA	684,468.38	185,381.68	(295,435.69)	(2,024.45)	572,389.92	0.55%
84 84	Park National Community Bank	114,902.06 128.636.17	308.701.54	(3.05)		114,899.01	0.11%
	Total - Activity Funds	928,006.61	494,083.22	(415,692.78)	(2,024.45)	1,004,372.60	0.96%
06	Fire Prevention & Safety	649,655.46	14,059.24	(2,617.80)	,	661,096.90	0.63%

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Summary of adjustments to cash:
Reclassification of food service chargebacks.
Reclassification of bookstore chargebacks.

Reclassification of expenditures

PPO/Pharmacy reclassification.

## Oak Park & River Forest High School District 200 Cash and Investments May 31, 2010

	Account <u>Balance</u>	Treasurer's <u>Control</u>	% of <u>Total</u>
Harris Bank Comingled Account (treas ofc.)			
Statement CTTO	126,015.94		
Less: Outstanding Checks	· -		
Plus: Deposits in Transit			
Adjusted	126,015.94	126,015.94	0.12%
Aujusteu	120,010.07	120,010.0	0.1270
Park National Student Activity Account			
Statement Balance	116,107.31		
Less: Outstanding Checks	(1,383.80)		
Plus: Deposits in Transit	175.50		
Adjusted	114,899.01		0.11%
Community Bank Student Activity Account			
Statement Balance	331,651.21		
Less: Outstanding Checks	(38,972.84)		
Plus: Deposits in Transit	24,405.30		
Adjusted	317,083.67		0.30%
,	***************************************		
Harris ISDLAF Account (Liquid & Max)			
Statement Balance	104,711,246.74		
Less: Outstanding Checks	(906,150.15)		
Plus: Deposits in Transit	78,104.97		
Adjusted	103,883,201.56		99.40%
Park National Imprest Account			
Statement Balance	14,499.50		
Less: Outstanding Checks	(336.00)		
Plus: Deposits in Transit			0.01%
Adjusted	14,163.50		0.01%
Community Bank Imprest Account	40.754.04		
Statement Balance	13,754.34		
Less: Outstanding Checks	(1,091.50)		
Plus: Deposits in Transit			
Adjusted	12,662.84		0.01%
Petty Cash	7,400.00		0.01%
Workers Compensation Escrow	40,000.00		0.04%
Tatal Cook and business to	\$ 404 E4F 400 F0 \$	400.040.04	400 000
Total Cash and Investments	\$ 104,515,426.52 \$	126,015.94	100.00%

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

### Oak Park & River Forest High School District 200 Schedule of Investments May 31, 2010

By Financial Institution Harris ISDLAF - Liquid MM Harris ISDLAF - Max MM Harris ISDLAF - SDA Harris ISDLAF - CD's Harris ISDLAF - Gov't Securities Harris - CTTO MM Total All Investments by Institu	Average Interest Rate * 0.02% 0.16% 0.20% 0.60% 0.43% * ttion	Investment Value 05/31/10 9.36 7,539,915.67 3,002,691.10 91,570,800.00 2,597,830.61 126,015.94 104,837,262.68	% of <u>Total</u> 0.00% 7.19% 2.86% 87.35% 2.48% 0.12% 100.00%	Prior Month % of Total 0.47% 8.21% 2.76% 86.06% 2.39% 0.12% 100.00%
By Investment Type CD's Government Securities Money Market Total All Investments by Type	Average Interest Rate * 0.60% 0.43% 0.12%	Investment Value 05/31/10 91,570,800.00 2,597,830.61 10,668,632.07 104,837,262.68	% of Total 87.35% 2.48% 10.18% 100.00%	Prior Month % of <u>Total</u> 86.06% 2.39% 11.55% 100.00%

	Average	Investment		Prior Month
	Interest	Value	% of	% of
	Rate *	<u>05/31/10</u>	<u>Total</u>	<u>Total</u>
By Maturity Age				
1 month	0.61%	6,487,200.00	6.19%	1.93%
2 months	0.44%	2,600,000.00	2.48%	5.96%
3 months	0.44%	4,099,100.00	3.91%	2.39%
4-6 months	0.67%	29,591,000.00	28.23%	21.86%
7-9 months	0.31%	17,699,285.61	16.88%	20.95%
10-12 months	0.61%	13,093,500.00	12.49%	11.85%
1 year +	0.85%	20,598,545.00	19.65%	23.51%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.12%	10,668,632.07	10.18%	11.55%
Total Investments		104,837,262.68	100.00%	100.00%

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

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

TO:

Board of Education

FROM:

Cheryl L. Witham, CFO

DATE:

June 15, 2010

RE:

Property and Casualty Liability Insurance Renewal

#### BACKGROUND

COLLECTIVE LIABILITY INSURANCE COOPERATIVE (CLIC)

The District has participated in the CLIC fund for the past twenty years. The Cooperative has been in existence for twenty-eight years. This cooperative consists of 165 school districts. Arthur J. Gallagher Risk Management Services, Inc. administrates the cooperative and bids the insurance renewal every year.

### **SUMMARY OF FINDINGS**

The total premium for property, liability and student accident insurance will increase from \$246,942 for FY 2010 to \$268,563 in FY 2011. This is an 8.76% increase in premium.

The closeout of School Board Legal claims for years 2002/2003, 2003/3004 and 2004/2005 has made available a surplus in this account. The return of surplus funds was reviewed by the CLIC Executive Committee and approved at their May 26, 2010 CLIC Executive Committee Meeting. The amount due to OPRFHS District is \$8,485.43. This will be distributed by check in August.

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

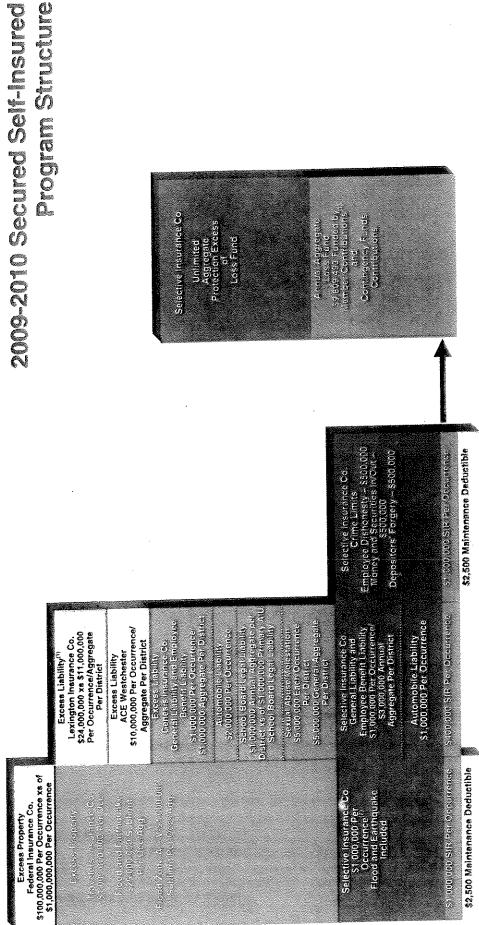
### RECOMMENDATIONS

MOTION: To approve the July 1, 2010 Property and Casualty Liability Insurance renewal with CLIC as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. F.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910



Crime Coverages

General, Automobile, Employee Benefit Liability

Property, Loss of Income, Extra Expense, Mobile Equipment, Auto Physical Damage

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

Flood subject to those properties in Flood Zone "A" purchasing a Flood Policy through the Flood Insurance Program. SIR for Flood is \$1,000,000 per occurrence.
The CLIC Executive Committee has decided to use \$1,350,000 of contingency funds from the Property/Casualty and School Board Legal contingency funds to help reduce members'

contribution.

E 80 60

## Primary School Board Legal Liability

Program Structure 2009-2010<sup>(1)</sup>

> Illinois National Insurance Co. (AIU) \$1,000.000<sup>(1)</sup> Per Claim/ Annual Aggregate Per District \$250,000 IDEA Sublimit

Per Claum/Per District

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

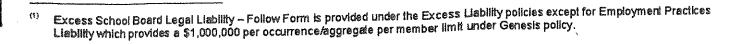
\$50,000 EPU Pool Deductible

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

\$25,000
IDEA and EPLI Deductible
Per Claim/Per District

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

Annual Aggregate Loss Fund Required \$610,000 funded by member contributions





### **Enhanced Coverage Terms**

The Gallagher Public Entity Program offers the COLLECTIVE LIABILITY INSURANCE COOPERATIVE PROGRAM the following enhanced coverage terms:

- Limits Exclusive of SIR.
- Defense costs outside of policy limits.
- SIR applies per occurrence should a loss cross lines of coverage, only one retention will apply.
- Occurrence General Liability form.
- Pay on behalf of form.
- Follow form excess coverages.
- The COLLECTIVE LIABILITY INSURANCE COOPERATIVE will select defense counsel from the approved list.
- All policies are "flat" rated based on the initial exposure basis. There will be no audit or adjustment to this policy
  unless property total insured values increased by 10% or more or a substantial change in operational exposures
  occurs.
- Automobile coverage is written as includes all owned and non-owned autos, and will require no audit or reporting
  of fleet changes
- No continual reporting of Inland Marine values is necessary.
- Builders' Risk \$1,000,000 Limit included.
- Increased Excess Liability Limit to \$35,000,000 per occurrence per district.
- Increased IDEA Limits on School Board Legal Liability to \$250,000 per claim, per district.
- Boiler & Machinery limit increased from \$50,000,000 to \$100,000,000 and a decrease in the Boiler rate.
- Our lead Excess Liability carrier (Genesis) increased our Sexual Abuse limit to \$5,000,000 per district.
- Under the School Board Legal Liability, Backwages coverage was added for a \$250,000 per claim sublimit.
- Under the Excess Liability coverage our carriers, ACE Westchester and Lexington Insurance have provided followup form Sexual Abuse (\$40,000,000 Total Limit) and EPLI (\$36,000,000 Total Limit) coverage.
- Property coverage increased to \$1,100,000,000 per occurrence.
- Flood and Earthquake Limit increased to \$25,000,000 per occurrence/aggregate.
- Property Extra Expense increased to \$1,000,000 in any one loss for any one member/\$50,000,000 in any one loss for all members, except for members who reported Extra Expense values greater than \$1,000,000 on file with carrier.
- Pollution Liability Policy Aggregate increased from \$50,000,000 to \$75,000,000 and a three-year policy issued (7/1/2008-2011).
- Property, Crime, and Automobile Physical Damage SIR increased from \$600,000 to \$1,000,000.
- Maintenance deductible increased from \$1,000 to \$2,500 for all Property, Crime, and Auto Physical Damage claims.
- Additional Excess Property limit of \$100,000,000 purchased for a total of \$1,100,000,000 total Property limits.



# Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage:

Property - Package including Building, Contents, Mobile Equipment, EDP, Inland Marine,

and Auto Physical Damage

Carrier:

Selective Insurance Co. of the Southeast

Form Type:

Per Occurrence

Effective:

July 1, 2009 to July 1, 2010

1:			Retention/
Coverage	Limit	Valuation Type	Deductible
Property	\$1,000,000	1 -	\$1,000,000 SIR \$2,500 Deductible

The following is a general summary of the insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

Property Limit:	\$1,000,000 blanket limit for all risk of physical loss or damage to all real or personal property and
	against all risks of direct physical loss where you have an obligation to provide adequate insurance wherever located. No coinsurance provision applies.
Flood mand Earthquake:	\$1,000,000 sublimit subject to a \$1,000,000 SIR
Buliders' Risk:	\$1,000,000 sublimit subject to district receiving a Certificate of Insurance form from the
	General Contractor naming the district and CLIC as Additional insureds as their interest may
	appear.
Valuation:	Replacement Cost except for vehicles and contractors' equipment which are Actual Cash Value (ACV)
Joint Loss Agreement:	Included
Maintenance Deductible:	\$2,500 per occurrence

### Exclusions include, but are not limited to:

- Damage caused by moths, termites, vermin
- Normal settling, shrinkage or expansion of foundations and/or walls
- Land

### Property Covered:

- Property you own
- Property you agree to insure via contract (normal to your operations)
- Property for which you are legally liable to provide coverage
- Leasehold improvements
- Business Income/Extra Expense coverages (on schedule provided to Insurer)

<sup>(1)</sup> Excess National Flood insurance Program for Flood Zone "A" locations.



### **Extensions of Property Coverage:**

- No coinsurance
- Debris removal, excepting foundations
- Automatic coverage for the acquisition of property and vehicles
- Ordinance deficiency/\$1,000,000 sublimit
- Terrorism coverage is included

### Endorsements include, but are not limited to:

- Loss limit Endorsement
- Actual Cash Value Endorsement
- Automobile Physical Damage Endorsement
- Earthquake Endorsement
- Flood Endorsement
- Property Self-Insured Retention



# Premiums/Fees Comparison: Expiring to Recommended Carriers

160 Members

Coverages	Expiring Carrier	2008-2009 Expiring Premium	Recommended Carrier	2009-2010 Renewal Premium	% of Chang
Package Policy (includes Property, General Liability, Auto Liability and Physical Damage, Garage Liability, Inland Marine, EDP, Crime)	Selective	\$1,856,911	Selective	\$2,072,236	12%
Excess Property \$1,000,000,000	Travelers	2,218,594	Travelers	2,439,213	10%
Excess Property \$100,000,000 xs \$1,000,000,000	Federal (Chubb)	N/A	Federal (Chubb)	56,610	N/A
Boiler & Machinery	Federal (Chubb)	414,516	Federal (Chubb)	424,896	3%
Excess Liability \$1MM XS \$1MM	Genesis	806,648	Genesis	835,240	4%
Excess Liability \$10MM XS \$1MM	ACE/ Westchester Fire	545,462	ACE/ Westchester Fire	568,343	4%
Excess Liability \$24MM XS \$11MM	Lexington	229,489 (1)	Lexington	213,605 (1)	-7%
School Board Legal Liability	Illinois National (AIU)	923,026	Illinois National (AIU)	860,367	-7%
Student Accident Mandatory	CIGNA Life Insurance Co. of North America	1,885,906	CIGNA Life Insurance Co. of North America	2,155,460	14%
Studient Accident Catastrophic	Mutual of Omaha	764,592	Mutual of Omaha	556,456	-27%
Pollution Liability <sup>(2)</sup>	AlU Environmental - Lexington Insurance Co.	279,032 (1)	AlU Environmental - Lexington Insurance Co.	279,032 (1)	0%
Arthur J. Gallagher Risk Management Services, Inc. Fee		1,113,216		1,146,612	3%
Gallagher Bassett Services, Inc. Claims Administration Fee		517,582		518,233	1%
Gallagher Bassett Services, Inc. Loss Control Fee	A MARIE AND A STATE OF THE PROPERTY OF THE PRO	193,050		190,125	-2%
CLIC Insights Fee		No Charge	en man accessor de commente de la companya de la co	No Charge	ل
Total Fixed Costs		\$11,748,024		\$12,316,428	5%
/ariable Costs	THE THE BOT OF THE THE STATE OF THE STATE OF THE	THE SECOND STREET SECTION SECT	ne e una muito autoria esta esta de la composición de la desta de la desta de la composición de la maio esta d La composición de la composición de la composición de la desta de la composición de la composición de la compo	entre introduceronical section of the section of th	· · · · · · · · · · · · · · · · · · ·
.oss Fund - Package	- Constitution of the Cons	7,709,493		9,809,493	27%
oss Fund - School Board Legal Liability		672,085		610,000	-9%
otal Program Costs on a Maximum Cost	Basis	\$20,129,602		\$22,735,921	13%
Reduction Due to Contingency Funds Cor	ntribution <sup>(3)</sup>	0		(1,350,000)	
otal Member Contribution		\$20,129,602		\$21,385,921	6%

2009-2010 Expo	sure Basis
Schools	1%
Teachers	-1%
Students	-1%
Vehicles	+1%
Property Values	+4%

Total Loss Fund \$9,809,493. This is a \$2,100,000 increase over expiring. The CLIC Executive Committee has decided to use \$1,350,000 of contingency funds from the Property/Casualty and School Board Legal contingency funds to help reduce members' loss fund contribution.



lllinois Surplus Lines Taxes and Stamping Fee are included above.

Pollution Policy is a three-year prepaid policy 7/1/2008-2011 and invoiced to members annually.

## Carrier Ratings and Admitted Status Rating Levels and Categories

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

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

Carriers that Quoted	A.M. Best's Rating	Admitted/ Non-Admitted
Selective Insurance Co. of the Southeast	A+ XI	Admitted
Travelers Insurance Co.	A+ XV	Admitted
Federal insurance Co. (Chubb)	A++ XV	Admitted
Genesis Insurance Co.	A++ XV	Admitted
ACE/Westchester Fire Insurance Co.	A+ XI	Admitted
Lexington Insurance Co.	A XV	Non-Admitted
Illinois National Insurance Co. (AIU)	A XV	Admitted
AIU Environmental - Lexington Insurance Co.	A XV	Non-Admitted
CIGNA Life Insurance Co. of North America	A XV	Admitted
Mutual of Omaha Insurance Co.	A+ XIII	Admitted

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

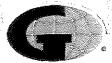
The A.M. Best Rating was verified on the date the proposal document was created.

Level	Category	Level	Category	Level	Category
A++, A+ Superio	r	Fair	D	Poor	
	1tC++, C+	Marginal.	E	Under Reg	ulatory Supervision
B++, B+ Very Go		Weak	F	In Liquidati	on
D11, D1 00, y				S	Rating Suspended

	Finar	ncial Size Categories	
FSC I Up to 1,000		FSC IX 250,000	to 500,000
FSC II 1,000	to 2,000	FSC X 500,000	to 750,000
FSC III 2,000	to 5,000	FSC XI 750,000	to 1,000,000
FSC IV 5,000	to 10,000	FSC XII 1,000,000	to 1,250,000
FSC V 10,000	to 25,000	FSC XIII 1,250,000	to 1,500,000
FSC VI 25,000	to 50,000	FSC XIV1,500,000	to 2,000,000
FSC VII 50,000	to 100,000	FSC XV 2,000,000	or more
FSC VIII 100,000	to 250,000		

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

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



## COLLECTIVE LIABILITY INSURANCE COOPERATIVE

2009-2010 PROGRAM COST COMPARISON

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

Fixed Costs	2008-2009 Expiring	2009-2010 Proposed
Package Premium (includes Property, General Liability, Auto Liability and Physical Damage, Garage Liability, Inland Marine, EDP and Crime)	\$13,246	\$14,921
Excess Property \$1,000,000,000	\$24,678	\$26,859
Excess Property \$100,000,000 xs \$1,000,000,000	N/A	\$623
Boiler & Machinery	\$4,584	\$4,684
Excess Liability \$34MM xs \$1MM	\$8,468	\$8,855
School Board Legal Liability	\$5,615	\$5,193
Pollution Liability	\$3,053	\$3,053
Student Accident - Mandatory	\$11,633	\$13,789
Student Accident - Catastrophic	\$4,653	\$3,511
Arthur J. Gallagher Risk Management Services Fee	\$11,237	\$11,574
Gallagher Bassett Services Claims Administration Fee	\$4,115	\$4,126
Gallagher Bassett Services Loss Control Fee	\$2,925	\$975
CLIC Insights Fee	No Charge	No Charge
Total Fixed Costs	\$94,207	\$98,164
% of Increase/Decrease		4.2%

Variable Costs	2008-2009 Expiring	2009-2010 Proposed	
Loss Fund – Package	\$123,666	\$145,108	
Loss Fund – School Board Legal Liability	\$4,070	\$3,671	
Total Program Contributions on a Maximum Cost Basis	\$221,943	\$246,942	Total Due for 2009-2010

Statistical Information	2008-2009	2009-2010	% Increase/ Decrease
Total Insurable Values (includes Auto Physical Damage)	\$188,381,969	\$194,627,469	3.3%
Students	3,102	3,192	2.9%
Teachers	228	247	8.3%
Buses	3	3	0.0%
All Other Licensed Vehicles	12	12	0.0%

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

TO:

Board of Education

FROM:

Cheryl L. Witham, CFO

DATE:

June 15, 2010

RE:

Workers' Compensation Insurance Program

### **BACKGROUND**

In June of 2007, the Board of Education approved a three year commitment to the CLIC Workers' Compensation Pool. The District is now completing the third full year in the CLIC pool.

#### SUMMARY OF FINDINGS

The District has been assigned an increase in the average experience modification factor from .85 to 1.00 for FY 2010 - 2011. The premium has increased from \$219,733 in FY 2009-10 to \$268,386 for FY 2010 - 2011. This is an increase of \$48,653 or 21.7%.

The Loss Fund contributions of 2009 - 2010, have made available a surplus in this account. The return of surplus funds was reviewed by the CLIC Executive Committee and approved at their May 26, 2010 CLIC Executive Committee Meeting. The total amount CLIC is returning to their member Districts is \$1,000,000. The amount due to OPRFHS District is \$12,917. This will be distributed by check in August.

#### RECOMMENDATIONS

MOTION: To approve the July 1, 2010 CLIC Workers' Compensation renewal as presented.

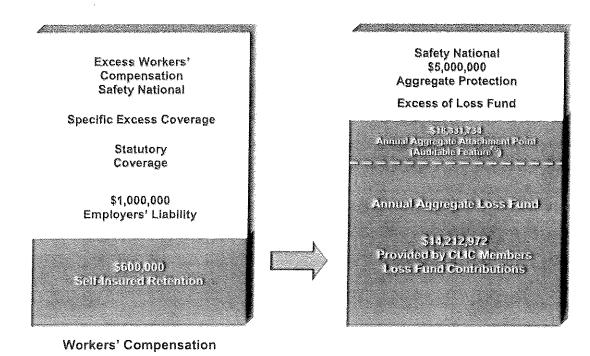
ROLL CALL VOTE

AGENDA ITEM VIII. G.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

# 7/1/2009-2010 Secured Self-Insurance Program Structure Graph

\$600,000 SIR 114 Members



The \$18,331,734 Loss Fund is the maximum Cooperative Loss Fund subject to payroll audit based on the current 114 members. With this program, there is an aggregate (Stop Loss) Insurance Policy. Should CLIC exhaust the Loss Fund, Safety National provides \$5,000,000 aggregate excess coverage above CLIC's total group loss fund.

**Please note:** Since the Cooperative has built up loss history over the past five years, we submitted CLIC's payroll history and loss history to an actuarial firm so that they could do an analysis of what the proper funding level would be for the Cooperative for the 2009-2010 policy term.

<sup>(1)</sup> Auditable feature is the difference between the funded amount (discounted and actuarial projection based on 2% interest) and the attachment point (\$4,118,762). Per the last five years each district's auditable dollar amount is identified in their pricing page.



## Premiums/Fees Comparison: **Expiring to Recommended Carriers**

realized and William was and Wildow (William of Wildow) and the distribution of the property and the delication of the work of	\$500,000 SIR		\$600,00	0 SIR
Fixed Costs	2008-2009 Fully Funded Expiring Costs <sup>(1)</sup>	2008-2009 Funded Auditable Feature <sup>(1)</sup>	2009-2010 Fully Funded Renewal Costs <sup>(1)</sup>	2009-2010 Funded Auditable Feature <sup>(1)</sup>
Excess Workers' Compensation Premium -	\$862,743	\$862,743	\$999,411	\$999,411
Safety National Casualty Corp.	700,404	700 401	724,936	724,936
Arthur J. Gallagher Risk Management Services	700,421	700,421	724,950	724,550
Administration Fee Claims Administration Fee	626,877	626,877	499,285	499,285
Loss Control Fee <sup>(2)</sup>	138,462	138,462	117,015	117,015
Total Fixed Costs	\$2,328,503	\$2,328,503	\$2,340,647	\$2,340,647
% of Change				1%

#### Variable Costs

Loss Fund	17,335,505	13,536,164	18,331,734	14,212,972
Total Workers' Compensation	\$19,664,008	\$15,864,667	\$20,672,381	\$16,553,619
Program Contribution				// 000 000
Reduction due to Return of	0	O	(1,000,000)	(1,000,000)
Contingency Funds	\$19,664,008	\$15,864,667	\$19,672,381	\$15,553,619
Total Member Contribution	313,004,000	₩ 10,00 <del>~</del> ,001		-2%
% of Change				

### 2009-2010 Exposures

,	2008-2009	2009-2010	% Change
Payrolls	\$2,037,795,651	\$2,143,510,407	5%
Modified Premium	\$20,157,557	\$22,086,427	10%

Additional

2009-2010 Experience Modification Factor 1.10 - 1.25 1.26 - 1.49

Loss Control Units 1 2 3 1.50 and above



Based on 114 members.

<sup>2009-2010</sup> Loss Control fee based on each District's experience modification factor.

## Carrier Ratings and Admitted Status Rating Levels and Categories

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

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

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

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

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

Level	Category	Level	Category	Level	Category
L	Superior	В, В	Fair	D	Poor
•	Excellent	C++, C+.	Marginal	EUnder F	Regulatory Supervision
•		C, C	Weak	F	In Liquidation
D, D	,			S	Rating Suspended

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

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

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



## COLLECTIVE LIABILITY INSURANCE COOPERATIVE

2009-2010 WORKERS' COMPENSATION PROGRAM COST COMPARISON

### Oak Park-River Forest School Dist. #200

PAYROLL INFORMATION (Payroll information is unaudited)	2008-2009	2009-2010	% INCREASE / DECREASE
8868 School: Professional Employees	\$29,373,167	\$30,254,362	A STATE OF THE PROPERTY OF THE
9101 School: All Other (Maintenance)	\$2,271,814	\$2,339,968	:
7380 Drivers	\$0	\$0	
9082 Cafeteria	\$624,219	\$642,945	i i
Total Payroll	\$32,269,200	\$33,237,275	3.0%
Experience Modification Factor	1.03	0.85	1
Modified Premium	\$338,900	\$294,689	-13.0%

FIXED COSTS	2008-2009 EXPIRING	2009-2010 PROPOSED
Workers' Compensation Premium	\$14,505	\$13,335
Gallagher Brokerage/Administration Services	\$11,799	\$9,361
Cambridge Claims Handling Fee	\$10,487	\$6,582
Cambridge Loss Control	\$982	\$818
Total Fixed Costs	\$37,773	\$30,096
% of Increase/Decrease		-20%

	2008-2009	2009-2010
VARIABLE COSTS	EXPIRING	PROPOSED
Loss Fund - Workers' Compensation	\$227,577	\$189,637
Total Workers' Compensation Program Contribution	\$265,350	\$219,733

Total Due for 2009-2010

LOSS FUND	2008-2009	2009-2010	
Loss Fund - 100%	\$291,454	\$244,592	
Less Funded Amount	\$227,577	\$189,637	
=Auditable Loss Fund (based on payrolls listed above)	\$63,877	\$54,955 *	
*This figure should be budgeted under your Tort Fund			

# COLLECTIVE LIABILITY INSURANCE COOPERATIVE (CLIC)

### WORKERS' COMPENSATION RETURN OF \$1,000,000 SURPLUS FUNDS

District: Oak Park - River Forest School District #200

### 2008-2009 TOTAL LOSS FUND

100% Total Loss Fund	114 Members	\$17,335,505
Total Funded Loss Fund	114 Members	\$13,337,221

### 2008-2009 DISTRICT CONTRIBUTION

Funded Loss Fund Amount Paid In	\$227,577
Percentage of Total Funded Loss Fund	1.7063%

Total Return of Surplus Funds to the District: \$17,063

The return of surplus funds was reviewed by your CLIC Executive Committee and approved at their April 15, 2009 CLIC Executive Committee Meeting. The total amount CLIC is returning to their members is \$1,000,000. Due to the current CLIC investment strategies, the return of surplus funds will be distributed by check to the Members in July or August.

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

TO:

Board of Education

FROM:

Cheryl L. Witham

DATE:

June 24, 2010

RE:

Executive Bid Summary for Spring 2011 Athletic Uniforms

### BACKGROUND

On June 2, 2010, bids were solicited for spring athletic uniforms. Items in this bid include Drill Team warm-ups, Boy's Track singlets and Girl's Track warm-ups. Team uniforms are on a revolving 4-year replacement schedule that will allow for OPRFHS athletes to have high quality competition wear while amortizing the expense of new uniforms over a reasonable period of time.

In concert with the head coaches, the Athletic Director compiled a list of specifications for products to fulfill the needs of the sports listed above. Quality, functionality, and value of the products were all taken into consideration. Emphasis was placed on quality to ensure that the product purchased would meet the needs of the athletic program and be resilient enough to maintain functionality until the next replacement date.

Any vendor that proposed a deviation from the Athletic Director's written product specifications was required to supply a physical sample of the alternative product.

#### SUMMARY OF FINDINGS

Responses to the solicitation were received from three vendors: Boathouse Sports, Hildebrand Sports, Riddell, and Salkeld Sports. Riddell sent back a response of "No bid." Results are as follows:

GENERAL REQUIREMENTS	<u>Boathouse</u>	<u>Hildebrand</u>	<u>Salkeld</u>
SIGNED PRICE SHEET	YES	YES	YES
REFERENCES PROVIDED	YES	YES	YES
NON-COLLUSION AFFIDAVIT	YES	YES	YES
PROJECT QUALIFICATION FORM	YES	YES	YES
<u>PRICING</u>	<u>Boathouse</u>	<u>Hildebrand</u>	<u>Salkeld</u>
DRILL TEAM WARM-UPS	\$ 2,950.00	\$ 1,993.75(A)	\$ 2,125.00
BOYS TRACK SINGLETS	\$ 2,152.00(B)	\$ 1,036.00(C)	\$ 2,236.00
GIRLS TRACK WARM-UPS	\$ 2,900.00	\$ 2,100.00(D)	NO BID

- (A) Required style not available (piping on pants).
- (B) Sample not submitted, cannot consider per bid specifications.
- (C) Material too thin for rigors of team use.
- (D) Required style not available (mesh lining), product not available in women's sizes.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

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

- <u>DRILL TEAM WARM-UPS</u> The apparent low-bidder, Hildebrand Sports, provided samples of the product that they quoted. The Athletic Director found them to not be comparable to the specified product. Additionally, Hildebrand was not able to provide substantial reference information that would affirm the long-term quality of the particular brand utilized in their proposal (Tonix Teamware).
- <u>BOY'S TRACK SINGLETS</u> The apparent low-bidder, Hildebrand Sports, provided samples of the product that they quoted. The Athletic Director found the material to be too thin to meet the functional and longevity needs of the team.
- <u>GIRL'S TRACK WARM-UPS</u> The apparent low-bidder, Hildebrand Sports, provided samples of the product that they quoted. The Athletic Director noted that the product is not sized as a women's-specific item and does not come with a mesh liner as specified in the bid. Additionally, Hildebrand was not able to provide substantial reference information that would affirm the long-term quality of the particular brand utilized in their proposal (Tonix Teamware).

### RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To award the bid for the Drill Team warm-ups and the Boy's Track singlets to Salkeld Sports and to award the Girl's Track warm-up bid to Boathouse Sports as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. H.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

201 North Scoville Avenue Oak Park, IL 60302-2296

TO:

Board of Education

FROM:

Cheryl L. Witham

DATE:

June 24, 2010

RE:

Approval of Construction Projects for FY 2011 - 2012

### **BACKGROUND**

The spread sheet for proposed construction projects as approved by the Facilities Committee for the 2011-2012 fiscal years was presented at the June 15<sup>th</sup> Finance Committee meeting, along with an undated cost spread sheet for projects that are under consideration for 2012-2013 and 2013-2014.

### SUMMARY OF FINDINGS

Projects listed on the 2011-2012 fiscal year spread sheet have been reorganized to fit into the projected budget. The Facility Committee has not yet reorganized the future projects into any priority. The life safety projects will need to be completed by summer of 2012.

### RECOMMENDATIONS

MOTION: To approve the Facilities Committee recommendation for the 2011-2012

construction projects as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. I.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708)

434-3910

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

DATE: June 17, 2010

TO: Board of Education

FROM: Superintendent

SUBJECT: REVISED Appointment of Citizens' Council Members for 2010-2011

**ACTION** 

### **NEW MEMBERS**

## It is recommended that the following be appointed by the Board of Education as new members of Citizens' Council to a two-year term beginning in September 2010:

Chris Stannard	625 Ashland Ave, RF 05	708-366-6844	cstannard@sna.sanyo.com
John Cabral	134 Clinton Ave, OP 02	708-524-1230	john_cabral@sbcglobal.net
Julie Gilberto-Brady	317 Franklin Ave, RF 05	708-771-6272	gilberto-brady@sbcglobal.net
Linda Valentine	1016 N. Humphrey, OP 02	708-383-3446	
Pat Hahn	215 Gale Ave, RF 05	708-366-1479	bobpathahn@sbcglobal.net
Roma Steinke	310 Gale Ave, RF 05	708-366-2141	rmsteinke@comcast.net
Terrie Rayburn	1434 Jackson, RF 05	708-366-6469	
Theresa Gates	805 South Taylor, OP 04	708-214-1160	tgates555@yahoo.com
Vicky Rohner	1021 Lathrop Ave, RF 05	708-488-8743	vrohner@ameritech.net
Victoria Meadows	138 Gale Ave, RF 05	708-771-4331	meadows.mail8@gmail.com
Mary Olivieri`	1172 S. Maple, OP 04	708.334.5822	mkolivieri@yahoo.com
Christie Hunt	734 Franklin Ave.; RF 60305	708-366-7343	fortylove@sbcglobal.net
Kim Stolarski	743 Thatcher, RF 60305	708-903-8510	stolarski@comcast.net

### **SECOND TERM MEMBERS**

## It is recommended that the following be appointed by the Board of Education to a second two-year term beginning in September, 2010:

Sarah Beuhler	311 N Elmwood OP 02	708-848-3458	slbuehler77@hotmail.com
Betsy Butterworth	804 Wisconsin OP 04	708-305-4999	betsy_butterworth@yahoo.com
Jeanne Calabrese	616 Lathrop RF 05	708-488-9490	Jeanne@barefeats.com
Mary Beth Cvengros	162 N Scoville OP 02	708-386-1050	mary.cvengros@sba.gov
Pam Eggum	908 N Euclid OP 02	708-612-5575	eggum@comcast.net
Sergio Firpo	1201 N Euclid OP 02	708-386-4589	sfirpo@azure-tech.net
Barry Greenwald	312 N Lombard OP 02	708-383-5803	bsgreenw@uic.edu
Ron Orzel*	834 S Clinton OP 04	708-848-5181	rorzel@hotmail.com
Kris Raino-Ogden	559 Edgewood Place RF 05	708-366-3060	KrisDSA@aol.com
Liz Robinson*	816 N Humphrey OP 02	708-848-9194	liz.robinson3@gmail.com
Mimi Skapek	210 N Elmwood OP 02	708-848-4653	mimi@skapek@mac.com
Karen Stallard	912 S Kenilworth OP 04	708-386-4179	Karen_stallard@quakeroats.com

Debra Quantock Lisa Sorensen Matt Stelter Cheryl Williams	1128 S Lyman/OP/04 138 S. East Ave/OP/02 1016 Wenonah Ave/OP/04 828 Wisconsin Ave/OP/04	708-524-2903 708-445-8290 708-386-6141 708-829-0321	debquan@comcast.net lisa_sorensen@com mbssci@hotmail.com williams828@sbcglobal.net
The following members wi	ll begin the second year of th	eir second term:	
Kristen Coe	611 Edgewood Place RF 05	708-771-8581	COE@coetruman.com
Jennifer Goodsmith*	415 Linden OP 02	708-383-3925	jengoodsmith@hotmail.com
Karen Haskins-Brewer	1140 S. Home OP 04	708-524-8975	zenatorres@aol.com
David Hibbler	1000 S. Cuyler OP 04	708-848-1082	ghibbler@hotmail.com
Angela Leonard	140 Harrison #3E OP 04	314-517-9756	angiee 1231@yahoo.com
Debby Macy**	817 S. Taylor OP 04	708-848-0261	Deborah Macey@rush.edu
Edward Pitts	715 S. Euclid OP 04	708-848-6305	BIZVID@comcast.net
Kim Pyle	834 Clinton Place RF 05	708-366-4069	kpyle1@aol.com
Kimberly Werner	125 N. Taylor OP 02	708-848-3820	kwedex@ameritech.net
Iris Zaldivar*	616 Ashland RF 05	708-771-4150	icsaavedra@mac.com

<sup>\*</sup> Co-Chairs Liz Robinson and Ron Orzel

Motion: Move to appoint Citizens' Council Membership for 2010-2011 as presented.

Agenda Item No. VIII. I.

<sup>\*\*</sup> Secretary Debbie Macy and Kathleen Brand-White

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

TO:

Board of Education

FROM:

Dr. Attila J. Weninger, Superintendent

DATE:

June 24, 2010

RE:

Policies

ACTION

### BACKGROUND

Following the May 27, 2010 Board of Education meeting, the following policy was sent to the Alumni Association, APPLE, Boosters, Citizens' Council, the Concert Tour Association, PTO, Student Council, Faculty Senate, and the Instructional Council for their review and comment. To date, no comments have been received. It was the consensus of the Policy, Evaluation and Goals Committee (PEG) members at its June 17 PEG meeting to recommend this policy for second reading and action.

Policy 2121, Building Administrative Team

On June 17, 2010, the PEG members recommended that the Board of Education approve the following policy for first reading at its regular June Board of Education meeting.

Policy 3030, Athletics Field(s)/Stadium Lighting

#### RECOMMENDATION

Motion: Move to:

Amend 2121 Building Administrative Team Α.

Action

Approve Policy 3030, Ahtletics Field(s)/Stadium Lighting, B.

Action

for First Reading

Roll Call Vote

Agenda Item No. X. A&B.

### Policy 3030, Athletic Field(s)/Stadium Lighting

Athletic field(s) and stadium lighting shall be used for the purposes and benefits of the District and the community. The Superintendent (or his/her designee) is responsible for the development and implementation of a reasonable and appropriate plan for the purpose, usage, and schedule of said lights. The plan shall acknowledge and be within the limits of Village of Oak Park ordinances and special use permits. Any exceptions to these shall be sought through established Board and/or Village of Oak Park procedures.

Schedule and use of athletic field(s) and stadium lighting shall take into consideration and be respectful of the fields' and stadium's locations within a residential area. The Superintendent (or his/her designee) shall annually notify neighbors in the surrounding area through the District Neighborhood Network of the expected and anticipated use of lights on the field(s) and the stadium. Effort shall be made to notify neighbors of additions to the schedule with as much in advance notice as possible.

The Superintendent (or his/her designee) shall designate administrative and/or supervisory staff as contacts for neighbors in the event such contact is necessary during field(s) and stadium use with lights.

- A. Athletic field(s) and stadium lights shall be used in accordance with the following procedures.
  - 1. The lights shall be illuminated for Oak Park and River Forest High School District 200 approved programs, athletics, or activities. Approval from the Village of Oak Park shall be obtained as needed and per existing ordinances and special use permits.
  - 2. Lights shall be operated only by authorized District staff.
- B. The South Field lights shall be used in accordance with the following restrictions.
  - 1. Light poles shall not exceed 100' in height and shall have a silver, galvanized steel finish.
  - 2. Lights atop the light poles shall be turned off not later than 8:00 p.m., Monday through Saturday.
  - 3. Lights atop the light poles shall not be used on Sundays.
  - 4. The gates to the South Fields shall be locked at 10:00 p.m., Sunday through Saturday, and re-opened at 6:00 a.m. each morning.
  - 5. Light spillage from the lights shall not exceed the foot candles set forth in the 2002 Village Special use permit.
  - 6. Adequate trash receptacles and trash clean-up services shall be provided at the South Fields and Stadium lights.
  - 7. Signage shall be provided at each gated entrance to the south Fields directing users to observe the "permit parking only" status of on-street parking in the neighborhood and other applicable conditions.

- 8. The District shall not rent the South Fields for commercial purposes to a forprofit entity.
- C. The Stadium lights shall be used in accordance with the following restrictions.
  - 1. Light poles shall not exceed 100' in height and shall have a silver, galvanized steel finish.
  - 2. On Mondays through Thursdays, in the fall and spring, lights shall be used only for games and practices, and only until 8:00 p.m. The lights shall be turned off no later than 8:00 p.m.
  - 3. Friday night games shall be a maximum of 9 in the fall and 6 in the spring.
    - a. Varsity Football Friday night games will begin at 7:30 p.m., and every reasonable attempt shall be made to end those games no later than 10:30 p.m.
    - b. All other turf sports, (Lacrosse, Soccer, and Field Hockey) shall begin no later than 7:00 p.m., and every reasonable attempt will be made to end those games no later than 9:00 p.m.
  - 4. Fall Friday night games will include 3-4 Football games (plus one additional game if OPRF makes the playoffs and if it is selected as a site); 2 boys' Soccer games; and 2 girls' Field Hockey games.
  - 5. Spring Friday night games will include 2 girls' Soccer games; 2 girls' Lacrosse games; and 2 boys' Lacrosse games.
  - 6. There will be no evening practices, games, or events on Saturday or Sunday nights, which would use the stadium lights.
  - 7. The stadium shall be used with lights only by OPRF High School for its teams, groups, and events. No other external group(s) will use the stadium at night with or without lights.
  - 8. The District shall not rent the Stadium and South Fields for commercial purposes to a for-profit entity.
  - 9. Lights installed will provide maximum candle power for the field but with the least "light trespass" onto the street, homes, and adjacent areas. Lights shall have louvers that act as shields for better focus. The lighting system shall be "light structure green" technology by Musco.
  - 10. During night games, the public address (PA) system shall be designed to minimize sound impact on surrounding property. Speakers will be designed so as to mitigate sound.
  - 11. OPRF shall implement a clean-up plan for event evenings to ensure a clean neighborhood on mornings that follow, as early as 7:00 a.m., and personnel shall be assigned to provide any remaining clean up as necessary.
  - 12. The District will work with neighbors and the Oak Park Police Department to develop and to implement a plan to ensure limited disruption and flow of traffic during events at which stadium lights are used.
  - 13. The District will work with neighbors and the Oak Park Police Department to develop and to implement a safety plan during events at which stadium lights are used.

1	Amended Date(s):	
	Adopted Date:	
	Review Date:	
	Law Reference:	
	Related Policies:	
	Related Instructions	
	And Guidelines:	
	Cross Ref.:	

.

# Policy 2121, Building Administrative District Leadership Team (B.A.T.) (DLT) and Building Leadership Team (BLT)

The members of the Building Administrative The District Leadership Team (B.A.T.DLT) will be comprised of the Superintendent, Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Director of Human Resources, the Assistant Superintendent for Pupil Support Services, the Chief Financial Officer, the Director of Instruction Assessment and Research, Principal, Chief Information Officer, and the Director of Operations Communications and Community Relations Coordinator.

The Superintendent/Principal will designate a member of B.A.T.the DLT to assume the Superintendent/Principal's responsibilities in the Superintendent's/Principal's absence. General responsibilities are assigned by the Superintendent/Principal.

The Building Leadership Team (BLT) is comprised of the Principal, Assistant Principal for Student Activities, Assistant Principal for Student Health and Safety, Assistant Principal for Student Services, and Athletic Director. The Principal will designate a member of the BLT to assume the Principal's responsibilities in the Principal's absence. General responsibilities are assigned by the Principal.

Position descriptions are reviewed <u>and evaluations are conducted</u> annually by the Superintendent/Principal and are on file in the <u>Superintendent/Principal'sHuman Resources</u> eOffice.

Amended:

October 24, 2002; June 24, 1993; March 15, 1979

Adopted:

July 18, 1974

Review Date: Law Reference: Related Policies: Related Instructions And Guidelines:

Cross Ref.:

201 North Scoville Avenue Oak Park, IL 60302-2296

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Board of Education

FROM:

Cheryl L. Witham

DATE:

June 24, 2010

RE:

Acceptance of Donations and Gifts

### **BACKGROUND**

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

### SUMMARY OF FINDINGS

A monetary donation was received from the Class of 1959 to help purchase a clock for the Field House.

### RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To accept with gratitude the gift as presented.

ROLL CALLVOTE

AGENDA ITEM X. A.

TEL: (708) 383-0700 WEB: www.oprfhs.org TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

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

TO:

Board of Education

FROM:

Jason Edgecombe

DATE:

June 24, 2010

RE:

Personnel Recommendations

### **BACKGROUND**

The Personnel Recommendations for this month include the following:

- New Hire Certified Staff (1)
- New Hires Non-certified Staff (2)

### SUMMARY OF FINDINGS

The attached document provides a brief description for each of the above recommendations

### RECOMMENDATIONS

Motion: Move to approve the Personnel recommendations as presented.

TTY/TDD: (708) 524-5500 FAX: (708) 434-3910

### PERSONNEL RECOMMENDATIONS June 24, 2010

### CERTIFIED PERSONNEL APPOINTMENT

Emmanuel Pena

History – effective August 23, 2010

TERMS:

MA Step 1 - \$56,197

EDUCATION:

MAT - University of Illinois Urbana-Champaign - Secondary

Education – 2010

BA – University of Illinois Urbana-Champaign – History 2008

EXPERIENCE:

Summer School Teacher/8 to 9 Connection - OPRFHS and

Substitute Teacher – Unit 4 Champaign Schools

### NON-CERTIFIED PERSONNEL APPOINTMENT

John Angelini

Educational Technology Help Desk Technician

TERMS:

Classified Personnel Association Salary Schedule Grade 2 Step 3

\$16.04 per hour (subject to negotiations)

**EDUCATION:** 

BS – Xavier University – Chemical Science – 1992

AAS – Robert Morris University – Computer Networking – 2000

EXPERIENCE:

Help Desk Support – John Sterling Morton High School District;

General Maintenance Support - Notre Dame De Chicago Parish;

and Delivery Driver Support – Chicago Gazette.

Christian Fountain Educational Technology Technician

TERMS:

Non-Affiliated Salary Schedule A1 Step 1 - \$39,000

EDUCATION:

Diploma - Oak Park and River Forest High School – 2005

EXPERIENCE:

Educational Technology Technician - OPRFHS and In Store

Agent and Geek Squad member - Best Buy Stores.

### BOARD OF EDUCATION MEETING

### 201 North Scoville Avenue, Room 213, Oak Park, Illinois 60302 Thursday, June 24, 2010 – 7:00 p.m.

. Meeting Agenda

		. Weeting Agenua			
7:00 p.m.	E	Call to Order, Pledge of Allegiance, and Roll Call	Dr. Dietra D. Millard		
7:05 p.m.	II.	Changes to the Agenda	Dr. Dietra D. Millard		
- TIT		Introductions	Dr. Dietra D. Millard		
7:10 p.m.	III.	A. Student Recognition			
		B. Introduction of Visitors			
		D. Hilloddon of Vision			
7:15 p.m.	IV.	Board of Education Members	Dr. Dietra D. Millard		
		A. Status of F.O.I.A. Requests			
		B. Board of Education Comments			
7:30 p.m. V.		Public Comment	Dr. Dietra D. Millard		
7:30 p.m.	٧.	1 ubite Comment			
7:45 p.m.	VI.	School Reports and Student Life	Dr. Dietra D. Millard		
,		A. Student Council Report	Katrina Vogel		
		B. Principal's Report	Nathaniel L. Rouse		
		C. Student Discipline	Nathaniel L. Rouse	Action	
		D. Certification of June Graduates	Nathaniel L. Rouse	Action	
		E. Residency Report	Nathaniel L. Rouse	Information	
		F. Approval of Student Handbook Modifications	Nathaniel L. Rouse	Action	
		G. Approval of Intergovernmental Agreement for	Nathaniel L. Rouse	Action	
		Regional Safe School Programs		A . 45	
		H. Approval of Tradition of Excellence Award Recipients	Nathaniel L. Rouse	Action	
	* 7**	District, Community and State Reports	Dr. Dietra D. Millard		
8:15 p.m.	VII.	in the second of			
		A. Internal District Committees/Liaison Representative Reports Citizens' Council	Co-Chairs, Terry Finneg	an	
		PTO	Amy McCormack		
		Huskies Boosters' Club	Jacques A. Conway		
		Alumni Association	Terry Finnegan		
		Tradition of Excellence	Sharon Patchak-Layman	L	
		Concert Tour Association	Sharon Patchak-Layman		
		APPLE	Amy McCormack		
		Faculty Senate Executive Committee	James Paul Hunter		
		B. External Liaison Reports	Board Members		
		C. Superintendent's Report	Attila J. Weninger		
			TO TO THE STATE OF		
8:30 p.m.	VIII.	Consent Items	Dr. Dietra D. Millard		
		A. Approval of the Check Disbursements and Financial Resolut	nons Action	1	
		dated June 24, 2010	Action		
		B. Approval of the April Monthly Financial Reports	Action		
		C. Approval of the May Monthly Financial Reports	Action		
		D. Approval of the April Treasurer's Report	Action		
		<ul><li>E. Approval of the May Treasurer's Report</li><li>F. Renewal Package Policy, Liability Umbrella Insurance and S</li></ul>			
		F. Renewal Package Policy, Liability Umbrella Insurance and S Board Legal			
		G. Renewal of Workers Compensation Insurance	Action	n	
		H. Approval of Athletic Uniform Bid	Action	n	
·		I. Approval of Construction Projects for 2011-12	Action		
1		J. Appointment of Citizens' Council Members for 2010-11	Action	n	

8:45 p.m.	IX.	Policy	Dr. Dietra D. Millard/Dr. Attila Weninger		
		A. B.	Amendment of Policy 2121, Building Administrative Team Approval of Policy 3030, Athletics Field(s) and Stadium Lighting, for First Reading		Action Action
9:00 p.m.	Х.	Financ	Finance John C. Allen/Chery		Vitham
		A.	Acceptance of Gifts and Donations	,	Action
9:10 p.m.	XI.	Human Resources John C. Allen/		ohn C. Allen/Jason Edge	combe
		A. B.	Approval of Personnel Recommendations Approval of Independent Workers' Contracts		Action Action
9:15 p.m.	XII.	Instruc	Dr. Ralph H. Lee/Philip M. Prale		
9:20 p.m.	XIII.	Negoti	Negotiations John C. Aller		Allen, IV
		A.	Ratification of SST Contract		Action
9:25 p.m.	XIV.	Other		Dr. Dietra D. Millard	
		A.	Approval of Open Minutes and Closed Session Minute and June 15, 2010 and the Closed Session Minutes of Ja Declaration that the Audiotapes of the closed session be destroyed	June 17, 2010 and	Action
		B.	Update on Board of Education Goals 2009-10		Information
		C.	Discussion of Non-agenda Items		Information
9:30 p.m.	XV.	move	Closed Session  move to enter closed session for the purpose of discussinglitigation,student discipline,		
			bargaining and/or negotiations, and the appointme	nt, employment and/or dis	missal of
	person	nei.			
TBD	XVI.	•	rnment ed to adjourn at; seconded by	Dr. Dietra D. Mi	<b>llard</b> Roll call vote.

Next Regular Board of Education Meeting Thursday, August 26, 2010—7:00 p.m. Board Room, Room 213



# 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 24, 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.

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

TEL: (708) 383-0700

WEB: www.oprfhs.org

TTY/TDD: (708) 524-5500

FAX: (708) 434-3910

#### 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**

Α.	Provider Retain identified below hereinafter set f	v to provide the Services and perform the work described below for the fee				
Servic	e Provider:	R.W.D. and Associates, Inc.				
Distric	t Contact Person:	Janel Bishop				
Addre	ss:	847 William Street River Forest, IL 60305				
Telepl	none:	708 – 217 - 4000				
Email:		ronalddibbern@sbcglobal.net				
Fax:						
Brief ]	Description of Se	rvices:				
for ide	entified students	sible for providing the School District with residency confirmation services families as determined by the Registrar's Office in keeping with the laws of Illinois. The Provider is also responsible for outcome reports on each gated.				
Time	Period of Work:	July 1, 2010 – June 30, 2011				
Servic	e Fee:	\$48,457 annually for Residency Confirmation Services				
Contr	act 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. <u>School District Authority:</u> 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. <u>Retention of the Service Provider</u>: 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. <u>Commencement</u>: 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. <u>Direction:</u> 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 <u>Invoices and Payment</u>: 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. <u>Taxes, Benefits and Royalties</u>: 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. <u>Personnel</u>: 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. <u>Availability:</u> Provider warrants that the firm is available and qualified to perform the services called for during the term of this Agreement.
- C. <u>Subcontractors:</u> 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. <u>Background Check and Medical Examination</u>: 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

- Confidential Information: The term "Confidential Information" shall mean information A. 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. <u>Proprietary Information of Provider</u>: 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. <u>Warranty of Services</u>: 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. <u>Indemnification:</u> 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.

- Provider shall, during the term of this Agreement, maintain in effect insurance policies C. Insurance: 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 All such policies shall name the School District, its officers, trustees, not for "claims made." 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. <u>No Personal Liability</u>: 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. <u>Conflict of Interest</u>: 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. <u>Sexual Harassment Policy</u>: 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. <u>Termination</u>: 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 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. <u>Default:</u> 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. <u>Cures by Provider</u>. 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. <u>Termination of Agreement by School District</u>. 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. <u>Withholding of Payment by School District</u>. 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. <u>No Additional Obligation</u>: 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. <u>Agreements with Vendors</u>: 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. <u>Mutual Cooperation</u>: 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. <u>News Releases:</u> 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. <u>Amendment.</u> 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. <u>Assignment.</u> This Agreement may not be assigned by the School District or by the Provider without the prior written consent of the other party.
  - C. <u>Binding Effect</u>. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
  - Notice. Any notice or communication required or permitted to be given under this D. 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 @oprfhs.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. <u>Third Party Beneficiary:</u> 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. <u>Provisions Severable</u>: 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. <u>Governing Law</u>: 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. <u>Entire Agreement</u>: 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. <u>Waiver:</u> 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. <u>Appendixes:</u> 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. <u>Rights Cumulative</u>: 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. <u>Counterparts</u>. 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	Date
Cheryl Witham, Chief Financial Officer	
By	Date
Janel Bishop, Assistant Principal for Student Health and Safety/Contract Administrator	
Ву	Date
Ronald W. Dibbern, for R.W.D. and	
Associates, Inc/Service Provider	

# 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 NORTH SCOVILLE AVENUE • OAK PARK, IL 60302-2296

June 8, 2010

### **RESIDENCY REPORT FOR 2009 - 2010**

TOTAL CASES INVESTIGATED
Cases are generated by Expired and/or questionable (fraudulent) leases, OPRF staff concerns, Live-in situations, Questionable documents, Questionable guardianship/custody status, Return mail, Landlords, Citizens (telephone calls/letters)
TOTAL NUMBER OF INCOMING TRANSFER STUDENTS
TOTAL NUMBER OF INCOMING FRESHMAN TRANSFER STUDENTS43 MALES
TOTAL NUMBER OF "LIVE-IN" CASES
TOTAL NUMBER OF GUARDIANSHIP / CUSTODY MATTERS16
TOTAL NUMBER OF HOMELESS CLAIMS
TOTAL CASES CLEARED
TOTAL CASES PENDING
Recently received cases or current cases are under review.
TOTAL CASES REJECTED
TOTAL CASES TAGGED FOR 2010 -2011 SCHOOL YEAR33
Student's tagged who have moved out of district during the current school year or have had leases that expired and have not provided updated documentation to the Registrar's office.
TUITION ASSESSED BY DISTRICT #200\$88,362.15 (Not including Residency cases scheduled to be presented to BOE)

#### 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 Retain identified below hereinafter set f	w to provide the Services and perform the work described below for the fee					
Service	Provider:	Patricia R. Woytek, Certified School Social Worker					
Contac	t Person:	Linda Cada					
Addres	ss:	742 South Cuyler Avenue Oak Park, IL 60304					
Teleph	one:	708 - 524 - 5449					
Email:		patwoytek@ameritech.net					
Fax:							
<ul> <li>Brief Description</li> <li>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.</li> </ul>							
Time I	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.					
Contra	ect Administrator	: Linda Cada, Director of Special Education					
В.	Representation	s 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,

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.

The School District represents that it has the authority to enter

Representations by Provider:

School District Authority:

licenses and certifications necessary to perform the work.

C.

#### SECTION 2: SCOPE OF SERVICES

- A. <u>Retention of the Service Provider</u>: 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. <u>Commencement</u>: 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. <u>Direction:</u> The Provider shall receive and follow instructions regarding the work from the <u>Director of Special Education (Contract Administrator")</u>; 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 <u>Invoices and Payment</u>: 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. <u>Personnel</u>: 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. <u>Availability:</u> 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. <u>Subcontractors:</u> 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. <u>Background Check and Medical Examination</u>: 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

- Confidential Information: The term "Confidential Information" shall mean information in A. 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 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. <u>Proprietary Information of Provider</u>. 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. <u>Indemnification:</u> 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. <u>Insurance:</u> 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. <u>No Personal Liability</u>: 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. <u>Sexual Harassment Policy</u>: 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. <u>Termination</u>: 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 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. <u>Default:</u> 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. <u>Cures by Provider</u>. 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. <u>Termination of Agreement by School District</u>. 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. <u>No Additional Obligation</u>: 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. <u>Agreements with Vendors</u>: 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. <u>Mutual Cooperation</u>: 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. <u>News Releases:</u> 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. <u>Amendment.</u> 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. <u>Assignment.</u> This Agreement may not be assigned by the School District or by the Provider without the prior written consent of the other party.
- C. <u>Binding Effect</u>. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- Notice. Any notice or communication required or permitted to be given under this Agreement D. 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 @oprfhs.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. <u>Third Party Beneficiary:</u> 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. <u>Provisions Severable</u>: 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. <u>Time</u>: Time is of the essence in the performance of this Agreement.
- H. <u>Governing Law</u>: 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. <u>Entire Agreement</u>: 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. <u>Waiver:</u> 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. <u>Appendixes:</u> 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. <u>Rights Cumulative</u>: 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. <u>Counterparts</u>. 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 25<sup>th</sup> day of June 2010:

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

By	Date
Cheryl Witham, Chief Financial Officer	
By	Date
Linda Cada, Director of Special Education/	
Contract Administrator	
By	Date
Patricia Woytek, Service Provider	

## APPENDIX A Description of Work

The Provider is responsible for providing the School District with identified student case studies and reevaluations 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
В.	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:									Service				
	identified below to	provide	the Se	rvices	and	perfor	m t	he wor	k de	scribed	belo	w fo	r the	fee
	hereinafter set forth	_												

Lisa Vincent

Service Provider:

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. <u>School District Authority:</u> 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. <u>Retention of the Service Provider</u>: 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. <u>Commencement</u>: 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. <u>Direction</u>: The Provider shall receive and follow instructions regarding the work from the <u>Director of Special Education</u> (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 <u>Invoices and Payment</u>: 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. <u>Personnel</u>: 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. <u>Availability:</u> 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. <u>Subcontractors:</u> 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. <u>Background Check and Medical Examination</u>: 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

- Confidential Information: The term "Confidential Information" shall mean information Α. 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. <u>Proprietary Information of Provider:</u> 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. <u>Warranty of Services:</u> 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. <u>Indemnification:</u> 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.

- Provider shall, during the term of this Agreement, maintain in effect insurance policies C. Insurance: 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 All such policies shall name the School District, its officers, trustees, not for "claims made." 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. <u>No Personal Liability</u>: 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. <u>Conflict of Interest</u>: 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. <u>Sexual Harassment Policy</u>: 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. <u>Termination</u>: 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 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. <u>Default:</u> 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. <u>Cures by Provider</u>. 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. <u>Termination of Agreement by School District</u>. 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. <u>No Additional Obligation</u>: 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. <u>Mutual Cooperation</u>: 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. <u>News Releases:</u> 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. <u>Amendment.</u> 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. <u>Assignment.</u> This Agreement may not be assigned by the School District or by the Provider without the prior written consent of the other party.
- C. <u>Binding Effect</u>. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- Notice. Any notice or communication required or permitted to be given under this D. 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 @oprfhs.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. <u>Third Party Beneficiary:</u> 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. <u>Provisions Severable</u>: 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. <u>Governing Law</u>: 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. <u>Entire Agreement</u>: 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. <u>Waiver:</u> 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. <u>Appendixes:</u> 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. <u>Rights Cumulative</u>: 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. <u>Counterparts</u>. 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 25<sup>th</sup> day of June 2010:

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

By	Date	
Cheryl Witham, Chief Financial Officer		
By	Date	
Linda Cada, Director of Special Education/ Contract Administrator		
By	Date	
Lisa Vincent, Service Provider		

### 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.

The regular Board meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday evening, May 27, 2010, in the Board Room.

### Call to Order

President Protempore and Vice President Lee called the meeting to order at 7:04 p.m. The following Board of Education members were present: John C. Allen, IV, Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present were: Dr. Attila J. Weninger, Superintendent; Jason Edgecombe, Assistant Superintendent for Human Resources; Philip M. Prale, Assistant Superintendent for Human Resources; Nathaniel L. Rouse, Principal; Cheryl L. Witham, Chief Financial Officer; Katrina Vogel, Student Council Liaison Representative; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

## **Student Recognition**

The Board of Education members recognized the following students for their achievements, their coaches, and their sponsors:

# **Environmental Biology Club Members**

### **PING Mentors**

### **ICTM State Math Competition**

Junior/Senior 2-Person Event - Second Place

Ben Mildenhall

Robin Jia

Junior/Senior 8-Person - Third Place Evangelie Zachos

Sophie Banholzer

Eric Hallman

Matt Goodsmith

Robin Jia Max Kazer David Kangmeng Brandon Noland

Senior Team - Third Place

Evangelie Zachos

Max Kazer

Eric Hallman

Eric Eggersten

Robin Jia

Sarah Streit

Senior Written

Junior Written

Eric Hallman - Second Place

Ben Mildenhall

Sponsor - Sheila Hardin

## CTEC Video Festival

Documentary (OPRF School Tour) - Third Place Danielle Zarbin

Katie Kurtz

**Drama - Second Place** 

Music Video - Second Place

Drew Angle Drew Angle

Sponsor - John Condne

## Chicago Westside NAACP ACT-SO

Photography Gold - Brittany Edwards

Drawing Gold - Iman Carr

Contemporary Instrument Gold - Isaiah Rock

Playwriting Gold - Elon Sloan

Physics/Electronics Gold - Kali Wyatt

Dramatics Gold - Paige Evans

Poetry Bronze - Paige Evans

Contemporary Vocals Silver - John Clay

Sponsor - Daphne LeCesne

### **SEAstar Award**

Amy Stanis

Matt Maloney

### Visitors

The Board of Education welcomed the following visitors: Kay Foran, OPRFHS Communications and Community Relations Coordinator; Joyce Guida, Sheila Hardin, Daphne LeCesne, faculty members; John Rigas community members; Brandon and Jack Nolan, Eric Eggersten and parents, Evangelie Zachos, Eric Hallman, Mom & Dad, Iris Zaldivar of Citizens' Council; Katie Kurtz, John Condne, Vanessa Hughes, Nancy Leavy, Iman Carr, Brittany Edwards, & Parents, Allison Hennessey, teacher. Isaiah Rock and family, Kali Wyatt and family, Paige Evans and family; and Terry Dean of the *Wednesday Journal*.

### **Visitor Comments**

John Rigas, parent, River Forest resident and former Board of Education member, thanked the Board of Education members for their work. Whether or not he agreed with some of the decisions made, he respected their views as they have the right to those views. This year marks the last year of his involvement in OPRFHS as a parent; his son graduates on June 13. He continued that the certified teachers retiring have 301 years of collective experience. The administrative retirees, Bill Boulware, Linda Cada, Jason Edgecombe, Steve Gevinson, and Don Vogel, represent 125 years of collective service. An amazing amount of knowledge is leaving the building with Don Vogel after his 36 years of service.

Mr. Rigas thanked Dr. Weninger for his years of service. He commented on Dr. Lee's recent remarks at the River Forest Council of Governments meeting noting that Dr. Weninger had bruises and scars below his neck. Mr. Rigas was aware of how Dr. Weninger had moved OPRFHS forward in many ways. He concluded by thanking all of the retirees for their years of service.

Ms. LeCesne, OPRFHS Faculty member and ACTSO sponsor, expressed her thanks to the Board of Education and the preceding Board that authorized ACTSO to function as a club. She has seen the evolution of many African-American students moving into many different activities. While it has been a struggle for her to get some of their attention because they have integrated into the building, ACTSO has a place. Out of 11 OPRFHS students who competed against the 35 regional participants, seven took top honors and six will compete at the nationals in Kansas City, Missouri. Whether they win or not, they will come back better citizens. ACTSO is enabled in this building in a unique way; it offers a fabulous opportunity and she hoped these students understood the shoulders on which they stood. The Board of Education thanked Ms. LeCesne for her leadership.

### Officer Elections

It was the consensus of the Board of Education members to take the election of each Board of Education officer one at a time beginning with president, then vice president, and then secretary. Nominations would not require a second. After the nominations, people were invited to speak on behalf of the nominees. The elected official would require a vote of the majority of the Board of Education.

Dr. Lee opened the nominations for president.

Mr. Allen nominated Dr. Lee. Mr. Finnegan nominated Dr. Millard. Ms. Patchak-Layman was happy that the Board of Education members were willing to serve in an officer capacity, and suggested that this would be an opportunity to rotate the leadership. Because it would be good for all members to have officer experience, Ms. Patchak-Layman nominated the idea that the presidency be shared on a rotating basis by all of the Board of Education members, i.e., take over the president's responsibilities of working with the Superintendent for one month. Dr. Lee responded that in order to do that the Board of Education would have to change its policy, which states that the elections are for one-year terms.

With the consensus of the Board of Education, Dr. Lee closed the nominations for president.

Mr. Allen stated that when Dr. Lee became the president pro-tempore, the Board of Education was fractured and divided on a number of issues. All members are well meaning and committed to their views. Throughout the year, the Board of Education has become more unified and focused because of how Dr. Lee conducted Board of Education affairs. Mr. Allen nominated Dr. Lee because he felt the Board of Education should give Dr. Lee a chance to say Dr. Lee, President, versus Dr. Lee, President Pro-tempore.

Mr. Finnegan nominated Dr. Millard because this would be Mr. Isoye's first year. Mr. Finnegan appreciated 1) the work Dr. Millard did in "quarterbacking" the Superintendent search, and 2) her skill sets, as they would serve the Board of Education well. Her experience, the number of deep contacts throughout the building, and her dedication to the role of the Board and the presidency are the reasons he felt she would do an admirable job with the new superintendent.

Dr. Lee believed that all of the Board of Education members knew what to expect from him. He wanted to be elected to the president of the Board of Education because of the direction in which he wanted to see the Board of Education move. For the last thirty or forty years, the District 200 Board of Education has taken responsibility for setting policy in almost all areas except "basic education." The Board of Education did not establish the way the curriculum was organized and such things as whether to have basic reading standards for graduates. He believed the Board of Education should examine the extent to which the Board of Education should become involved in setting basic educational policy. If elected, he wanted to take opportunities to have a role in basic educational policy in addition to the other things the Board of Education does.

Ms. McCormack was grateful for and appreciative to Dr. Lee for the hard work he had done as the President Pro-tempore the last several months. However, she felt Dr. Millard was the appropriate person for the presidency because 1) she is in a second term and has historical and institutional knowledge, an important piece in mentoring a new superintendent and 2) help Dr. Millard had given her as a new Board of Education member was appreciated. She felt those skills would serve the Board of Education well in working with the new superintendent. She also has terrific organizational skills.

Dr. Millard stated the presidency requires much communication; it is the key to governance. If elected, Dr. Millard will serve and respect the Board of Education's decision on its leadership. She would continue to work with everyone.

Dr. Millard received five votes and Dr. Lee received two votes. Dr. Millard was elected president.

Dr. Millard called for nominations for vice president.

Dr. Lee nominated John Allen. Ms. McCormack nominated Terry Finnegan.

With the consensus of the Board of Education, Dr. Millard closed the nominations for vice president.

Dr. Lee nominated Mr. Allen because Mr. Allen has seen the work needed in the operation of this Board of Education and that Mr. Allen could be relied upon to do what needs to be done.

Ms. McCormack felt that both Mr. Allen and Mr. Finnegan have similar positive qualities. The Board of Education's leadership team needs strong business savvy. Both men have shown a financial aptitude. Mr. Finnegan has had four sons graduate from OPRFHS and has fantastic institutional knowledge/history of the school, which she valued. She believes that he would work well with Dr. Millard in mentoring a new superintendent and work well with the Villages. She added that she felt it was important to have an apprenticeship and to have someone in the role that has the ability to move into the presidency next year. If Mr. Allen chooses to run again in next year's elections, it is unclear if he would be re-elected. She valued both Board of Education members tremendously.

Dr. Millard stated that she had briefly served as president and it would be her intention to work closely with the Vice President and Secretary in alternating time in meetings and discussions with the Superintendent. Having two Board of Education members in those discussions will help focus the discussion and the ability to share with other Board of Education members their perspectives. She intended to utilize the Vice President and Secretary in ways that they have not been asked to serve previously.

Mr. Allen received six votes and Mr. Finnegan received one vote. Mr. Allen was elected vice president.

Dr. Millard opened the nominations for secretary.

Dr. Lee nominated Ms. Patchak-Layman. Ms. McCormack nominated Mr. Finnegan.

Dr. Lee stated that Ms. Patchak-Layman was well informed and she tackles things in a variety of ways.

Ms. McCormack reiterated that she would like to see Mr. Finnegan as part of the executive team because of the reasons she stated previous. She felt it was important to have him in a leadership role for the future.

Mr. Finnegan received six votes and Ms. Patchak-Layman received one vote. Mr. Finnegan was elected Secretary.

# Changes to the Agenda

Ms. Patchak-Layman asked that the following consent items be removed from the consent agenda.

- A. Approval of the Check Disbursements and Financial Resolutions dated May 27, 2010;
- F. Approval of Security Camera Bids;
- N. Approval of Project Lead the Way Contract;
- R. Appointment of Managers, Deans, and Counselors;
- S. Appointment of Non-affiliated Employees;
- T. Appointment of Food Service Employees;
- U. Appointment of Leadership, Co-Curricular Athletic and Activity Stipends; and
- V. Approval of FY 2010 Salary Increases for Non-Affiliated Employees

# Status of FOIA Requests

Dr. Millard reported that there was one FOIA request and it was in the process of being resolved.

# Student Council Report

Student Council Board of Education Liaison Katrina Vogel reported the following:

- 1) It was the second largest Prom in ten years-801 people attended;
- 2) The Senior Gift is a new banner with the school loyalty song to hang in the Field House:
- 3) Six new officers were elected and have met for the last time this school year; the new Student Council faculty sponsor is Ms. Depasquale;
- 4) The Tradition of Excellent Committee has narrowed its candidates down to five and the Student Council officers will make the final selection; and
- 5) The new tardy policy has been successful.

Ms. Vogel is a junior, interested in math, plays soccer, and is president of SADD.

In response to a question regarding what prepared her academically and athletically, she stated that her parents pushed her to be a good student and did not allow her to participate in outside activities if her grades were not good. She has enjoyed her school and all of her teachers prepared her for success.

# **Board of Education Comments**

Mr. Finnegan reiterated the importance of parental support of students. He felt more adult mentorship was needed for all students and he called upon the Board of Education leadership in attacking the drug and alcohol problems in order to help students perform to the best level. Many students will leave OPRFHS unprepared to go forward, and they do not have a support system to assist with making applications to colleges. He has had conversations with Mr. Rouse and Ms. Mittleton to be the "quarterbacks" inside the building and he will be asking for volunteers from within and outside the building. Dr. Weninger had sent him his 29-pages of initiatives; the first one was a mentorship program. Many families learn and then quickly forget how to go through the college application process, or they do not have the ability to pass it on. That assistance needs to be shared with all students. Adults need to set-

up systems that will help students take them through the process of writing an application. This will be added to the Instruction Committee docket for further discussion.

Ms. McCormack thanked Citizens' Council for what it brought to that forum on substance abuse; it was eye opening and a terrific start. She thanked Ms. Foran and Dr. Weninger for their efforts. She had received an adverse reaction from 16-year old boys about the idea of closing the campus and she challenged them for better ideas. Because students have the solutions, she encouraged Student Council to be involved in this effort.

Ms. McCormack will be out of the country and will not be able to attend the June 24 meeting. As such, she took this opportunity to thank all of the retiring administrators and teachers. She was very appreciative of their help her first year. She also thanked her fellow Board of Education members for doing a terrific job. She felt blessed to be working with everyone. She thanked Dr. Weninger profusely as she felt one of the hardest jobs in the world was to be a school superintendent and that there was a special place in heaven for them. She admired his devotion to the students and to the high school and she was grateful for all he had done.

Ms. Patchak-Layman reported that she 1) marched in the Ethnic Day Parade with the Marching Band on May 1, 2) saw the synchronized swim performance, 3) attended the Mozart Concert, 4) attended the James P. O'Malley Foundation Dinner and where two scholarships were given out to OPRFHS students to help them reach their potential, 5) attended the Citizens' Council Forum and felt it was a good meeting and good conversation afterwards, and 6) attended the IMSA Board meeting and heard presentations from students who had won inventor awards. She also reiterated the information regarding the status of the selection of the Tradition of Excellence Award recipients.

Ms. Patchak-Layman was concerned about the high school's ability to provide childcare for the teen parents at the high school who will need childcare facilities with the present space.

Ms. Patchak-Layman was also concerned that the Board of Education had no venue to be part of the Facilities Committee's discussions. She had asked for information relative to the Facilities Committee, e.g., discussions, reports, etc. Discussion has ensued about the request for more space from the Science Division. She believed the Board of Education should have an opportunity to know about requests such as those from the Childcare Center, Science's Project Lead the Way, and various programming.

Dr. Lee stated that he fully supported Dr. Millard as president.

Mr. Allen thanked the Board of Education members for their vote of confidence in electing him vice president; it was unexpected and much appreciated. He planned to respect the new president, Dr. Millard, and he planned to be a good partner for her. He continued that the Board of Education had been through a very difficult year and that people were pulling away because of the emotional toll. He reflected on the amount of physical

space there is in the building. What rejuvenated him was going to sports competition, the Percy Julian Symposium, the math competitions, etc. Being a Board of Education member is about the students and it is rejuvenating to see them in their environment. He suggested keeping an eye on the bigger institution.

Mr. Conway thanked Dr. Lee for his work and energy as president over the last several months. He had expected Dr. Millard to tough it out but he put his confidence in her to do the job. Dr. Weninger had won him over because he said he would take responsibility for 1) increasing the African-American teachers in the building and 2) making sure students came first. He congratulated him for having done that, albeit alienating some. Students had been recognized at every Board of Education meeting and Mr. Conway tipped his hat to Dr. Weninger for being a man of honesty and integrity, something that he proved every day.

Regarding Mr. Finnegan's comment, Mr. Conway stated that it was the District's responsibility to bring the children's attention to graduation and to college. If Deans/Counselors are too busy to do that, perhaps another structure is necessary. Every student should be required to apply to a trade school, college, or university before they graduate. The junior and senior year is too late for them to prepare for college. While OPRFHS is a premier school in the State of Illinois, not enough students are prepared. Zip codes indicate what kind of education students will get. He reported that a group of churches on the West side of Chicago and in Oak Park is helping students get into college. He sought support from OPRFHS to put on a function to raise capital, attention, and support from communities on both sides of Austin, e.g., building usage, cost, etc.

Mr. Conway commended Matt Maloney for looking beyond the athlete. Mr. Maloney looks at the person and gives the student what he/she needs in the classroom or on the court.

Mr. Conway congratulated those retiring for a job well done.

Dr. Millard acknowledged the work of Kay Foran for her work in alerting the community to the events both in school and out of school. Dr. Millard stated that the year would be a transitional one and that all Board of Education members needed to stay engaged.

## Principal's Report

Mr. Rouse reported that the high school was very busy preparing for the end of the 2009-2010 school year. On Tuesday morning, the District held its Freshman/Sophomore Honor's Convocation, where students were recognized for their exceptional work in the classroom this year. A highlight of that ceremony was 36-year OPRF veteran Don Vogel, who is retiring at the end of this school year, addressing the students with some powerful words of encouragement.

On Wednesday of last week, OPRFHS in conjunction with our Citizen's Council, hosted a community forum on substance abuse as a way to educate the parent community about the pitfalls of substance abuse and its prevalence in the OPRF community. Mr. Rouse thanked Citizen's Council and the host of community panelists

that spoke openly and honestly about an issue that needs addressing. As the old adage says, it takes a village to raise a child, and he looked forward to collaborating with the community to save the students. The next step will be a roundtable panel discussion next Tuesday, June 1 at OPRF.

Tuesday evening, OPRFHS hosted the annual Junior/Senior Honor's Convocation, where 140 scholarships to senior students totaling more than \$163,000 dollars were distributed. He thanked the OPRFHS Scholarship Foundations, the Community Foundation, and the Direct Donors who generously had made these scholarships available to the students. At this event, there was also a Scholarship Cup Awards presentation. This prestigious honor was first awarded in 1915 to the top scholar(s) of each graduating class based on Grade Point Average (GPA) at the end of the seventh semester. Students also must have been an OPRFHS student for five of the seven semesters to be eligible for this award. This year, sixteen Scholarship Awards Recipients will be included on the graduation stage on Sunday, June 13.

Commencement speech auditions will take place in the Little Theatre next Tuesday after school. Scholarship Cup recipients interested in giving the commencement speech at graduation will audition before the senior class and whoever is present will have the opportunity to vote for their favorite speech.

Mr. Rouse also congratulated the retirees and wished them the best of luck in their future endeavors. He offered good luck to the graduating class of 2010 on their finals.

Dr. Millard noted that in the third floor library was a display about Don Vogel. She suggested adding an O'Malley scholarship in the future as well.

**District Reports** 

<u>Citizens' Council</u>—Mr. Finnegan noted that a tremendous job was done by many relative to the forum and he congratulated them for their work. Because not all of the questions were answered at the forum, round table discussions will occur and action plans will be suggested.

Ms. Patchak-Layman reported that 1) no posting of the May Citizens' Council meeting had occurred, 2) it was scheduled to be held at someone's house, and 3) it was then canceled. Dr. Weninger reported that a meeting in May did not occur. Traditionally the co-chair of Citizens' Council hosts a party, a social gathering, on the last date of the year, at his/her house. Ms. Patchak-Layman asked if hosting of a party at the co-chair's house was a requirement of the position and whether there is supposed to be a meeting.

<u>PTO</u>Ms. McCormack received many calls and emails asking about the mission of PTO and if that organization could be revitalized. Parents have indicated that they want to be more involved and she suggested providing healthy opportunities for students. She felt this was worthy of a future conversation.

<u>Booster Club</u>—Mr. Conway reported that the May 1 Booster Club Auction was deemed a success. Other Board of Education members and administrators attended as well as others who had a great time being re-acquainted with old friends, eating, and dancing to the tunes of "Tributesaurus." That night \$72,000 was raised representing a \$45,000 net gain.

In June, the new officer's slate will be voted upon which will be headed up by next year's President Jill Haas. In addition, Boosters will also vote to approve the appropriations of approximately \$80,000 for academic, athletic, activities, and technology requests for funding. Part of this year's appropriations will complete the 100% funding of the \$190,000 Light the Stadium Project.

Last year Boosters appropriated over \$50,000 to OPRFHS, in addition to lighting the Stadium. This year's intended appropriations brings the five-year total of funds given to the school to over half of a million dollars.

Alumni Association—Mr. Finnegan reported that the Alumni Association gave out \$19,000 in summer enrichment grants to students. The membership spent much of its time at the last meeting reviewing the applications. Many of the requests were for trips that were very expensive (in state, out of state, and out of country) and the Alumni Association is just one stipend that will help them. As a fundraising initiative, the Alumni Association will host its first golf outing in June.

<u>Tradition of Excellence</u>—Ms. Patchak-Layman reported that the Tradition of Excellence Committee, composed of both students and teachers, held three meetings to review nominations. A final list was composed and research was being conducted on the individuals. The hope is that two will be approved in June at the regular Board of Education meeting.

<u>APPLE</u>— Ms. McCormack reported that APPLE had presentations from social/emotional researchers at its last meeting.

## Superintendent Report

Dr. Weninger stated the following:

- 1. He was appreciative to the Board of Education for the reception in his honor and he thanked the Board of Education and DLT for attending;
- 2. He had spoken with Dick Chappell of the RFCC and Mr. Zummallen, Director of Buildings and Grounds, regarding the formal request that RFCC had made for additional space for next year. Currently, there is enough space for all of the infants already committed to, including one person who will deliver her baby in July and two other students who are not in the program and have not asked for the space. There are four students who will deliver between September and November and one additional one delivery expected who has indicated an interest in these facilities, but have not committed. Thus, if those five along with the three faculty members were to have those children and the District said yes, there is not enough space for them at this time. In order to reserve the spaces, someone must pay for them. If the Board of Education says it wants those five students to have access to the childcare, then the District must pay for those spots. Mr. Chappell has made a formal request of DLT for an additional room for the infant program. The DLT took the step of identifying a room for the SOLO program; it then has to identify a room for RFCC without impinging upon academic programming.
- 3. At the end of 2008, it was apparent to him that decisions about the facilities were being made in a vacuum without the other voices in the school. Dr. Weninger then charged Mr. Lanenga to chair a Facilities Committee with the sole purpose of advising and recommending to DLT

- what the building needs were. Its role is advisory. However, it cannot do that without some discussion about programming, and that is why Mr. Rouse, Mr. Prale, and others now sit on this committee. The process in place ensures there are a number of stakeholders. DLT then recommends to the Board of Education the use of facilities. If the Board of Education wants to alter that process, it is able to do that.
- 4. The Inter-jurisdictional meeting with the Village of Oak Park and District 97 is scheduled for June 1. OPRFHS participants include Ms. Witham, Dr. Lee, Mr. Allen, and Dr. Weninger.
- 5. Dr. Weninger reported that approximately 12 people attended the Stadium Neighborhood Advisory Committee (SNAC) meeting May 26. The Board of Education will receive a report in June on the activities under the lights this past year. No changes to the ordinance were recommended. The group will work on a couple of items next and this is turning out to be something collaborative.
- 6. The Booster Club will approve final appropriations for the cost of the lights; he appreciated its payment of the lights. A private donor paid for the new sound system (\$45,000). These two items and the other improvements made to the Stadium have made it a first class facility.
- 7. Dr. Weninger received communication from a member of the class of 1959, Donna Stevens, who indicated that her class donated the clock on the mall. She stated that the Class of 1959 would like to donate money to fix the clock. Thanks to Mr. Zummallen, the clock will be repaired and the Class of 1959 donated \$1,000 to offset the cost.
- 8. Dr. Weninger reported that the Oak Park Public Library and OPRFHS were collaborating on providing free tutoring to students at the library prior to final exams. The Library was paying OPRFHS teachers, providing space and the scheduling, and OPRFHS was providing the snacks, water, etc. Students may receive tutoring in World Languages, Math, English, and History.

### **Consent Items**

# Mr. Allen moved to approve the consent items as follows:

- B. Approval of the Monthly Financial Reports;
- C. Approval of the Treasurer's Report;
- D. Approval of Resolution Appointing Special Education; Director as OPRFHS's representative to the DWC Governing Board;
- E. Approval of Fine Arts Program (GSA) Contract;
- G. Approval of School Towel Service Contract Renewal;
- H. Approval of Outside Security Services Contract;
- I. Approval of Thrive Counseling Center Contracts;
- J. Approval of Contract for Bread;
- K. Approval of Contract for Yogurt;
- L. Approval to Accept the Food Service Breakfast and Lunch Prices for the 2010-11 School Year;
- M. Authorization of Transfer of Monies from Bond and Interest Fund to the Operations and Maintenance Fund;
- O. Approval of Resolution for Bond Recordkeeping Policy;
- P. Approval of Emergency Preparedness Contract with the Village of Oak Park;
- Q. Approval of Settlement Agreement & Letter of Retirement

seconded by Dr. Lee. A roll call vote resulted in six ayes. Ms. McCormack was absent fro this vote. Motion carried.

# **Check Distribution List**

Dr. Millard moved to approve Check Disbursements and Financial Resolutions dated May 27, 2010 (attached to and made a part of the minutes of this meeting); seconded by Dr. Lee.

Ms. Patchak-Layman stated that the Board of Education had preliminary discussions about not renewing its membership in the Illinois Association of School Boards. She felt the Board of Education should spend those dollars on other goals and being in touch with its own legislators. When asked if two installments could be made, Ms. Witham was unsure.

A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

# **Security Cameras**

Dr. Lee moved to approve the security camera purchase; seconded by Mr. Conway.

Ms. Patchak-Layman did not believe investing the District's money in security cameras was the way to ensure a safe and secure school. She believed that would be better accomplished by building relationships with the teachers and students through mentoring programs. Much money has already been spent on this and she has not seen any relationship between the cameras and detering drug use. Hardware does not foster relationships. She felt the District should rethink its security plans.

A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

# Project Lead the Way

Dr. Lee moved to approve the contract with Project Lead the Way; seconded by Mr. Allen.

After reading about the Project Lead the Way Program (PLTW) from its website, Ms. Patchak-Layman had sent questions to Mr. Prale about its implementation at the high school. She did not believe the District was in a position to put this contract into play, as the Board of Education has not been involved in the discussion about the space and the dollar amount (\$70,000 without equipment). A clause in the contract says that students in this program have priority in receiving computers. Given that the desire is for all OPRFHS students to have computer use, she was unsure if having an exclusionary clause was in the school's best interest. The program also requires yearlong units. When she tried to align courses with the prerequisites, she was unsure how many students would be able to enroll in this program as it is presented. Because the District cannot do all of the requirements, she felt further exploration, a comparison of other programs and their interface was needed. She felt the program could better be implemented the following year. The summer programs will feed into programs next year but students will not know about the program because the classes are not in the catalog.

Mr. Prale was unsure what more information the Board of Education could receive in a month's time, but he had responded to the questions asked of him: 1) Mr. Carioscio stated that the District was able to maintain the program within the technology and the implication that Education Technology was not included in the discussion was untrue; 2) the administration compared the space to that of other schools, and the space at OPRFHS is adequate, 3) The District has been in direct contract with Project Lead the Way administrative personnel and slots are being held for the training of OPRFHS teachers this summer for the first phase; and 4) the teachers are excited and they feel the program is vital for the students. PLTW wants to train teachers during the summer and implement the program in the fall. The contract assures that the District will implement the program with fidelity. The teachers want to partner with the PLTW program and they have spoken with teachers at other schools where this has been implemented in order to have a better understanding of it. If a delay in approving the contract occurs, he was unsure that he could guarantee the cost; teachers cannot be signed up for the workshop without Board of Education approval of the contract.

Ms. Hill reported that DVR had assisted by talking with PLTW to get OPRFHS to this point. Layers of red tape were resolved to be able to get this program approved and to be able to use Career and Tech Grant dollars for it. While a hiatus on transition technology programs to PLTW now exists for the coming year, DVR was able to get approval to transition in advance of the hiatus. Ms. Hill was unsure how that process would be affected if the Board of Education delayed approving this contract.

In response to a question, Mr. Prale stated that while this has not been an agenda item for Instructional Council (IC), other Division Heads have been part of the conversation, e.g., Science, Counselors, Fine & Applied Arts, and Math, when it was first presented. It will come through IC when it is a curricular change in September/October. What the Board of Education is being asked to agree to is that the District will commit to fidelity to implementing this program. Those who needed to talk about this program have done so, e.g., faculty from various divisions, counselors, B&G, DLT, etc. The District is looking for courses that give students other electives and this is a good program for students. This is where applied technology is going and it has a college, community connection.

Dr. Weninger stated that this was a fast moving program gaining favor with high schools. To the question of whether it would draw students from other places, he responded that when the Chinese program started it did not draw from other languages but from other areas. PLTW is a visionary program, very academic and hands on. Its program has a direct connection with many colleges and universities, e.g., University of Illinois-Chicago, Bradley, Northern Illinois University, etc. This program has resources that OPRFHS can utilize.

Dr. Lee felt it important to move ahead with this program because over the last several years the high school has veered more toward the Liberal Arts than the Applied Sciences. At one time, it was a more fashionable thing to do.

For the District not to take action would jeopardize what he believed could be an important program.

A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

Policy 1125

Dr. Millard moved to amend Policy 1125, School Auxiliary Organizations, as presented; seconded by Dr. Lee. A roll call vote resulted in ayes. Motion carried.

Policy 5112

Dr. Millard moved to amend Policy 5112, Waiver of School Fees and Charges, as presented; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

Policy 5114

Dr. Millard moved to amend Policy 5114, Student Discipline, as presented; seconded by Dr. Lee.

When Ms. Patchak-Layman read *The School Code of Illinois* regarding the parent teacher advisory committee, she realized that the policy did not address: 1) policy guideline procedures to maintain school bus safety procedures; and 2) maintenance of a reciprocal reporting system with local law enforcement with the School Board. The Parent/Teacher Advisory Committee should be more directly tied to the Board of Education rather than just an in-house committee as *The School Code of Illinois* says that the Board of Education shall "establish and maintain the committee." Dr. Weninger responded that the entire policy satisfies the spirit of *The School Code of Illinois* and the District does have governmental cooperation in terms of the police, which is being formalized by Ms. Bishop and Chief Tanksley in an Intergovernmental Agreement.

A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

Policy 5117

Dr. Millard moved to amend Policy 5117, Residency and Tuition; seconded by Dr. Lee. A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

Policy 5143

Dr. Millard moved to approve Policy 5143, Administering Medications, as presented; seconded Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

Gifts and Donations

Mr. Finnegan moved to accept with gratitude the gifts and donation as presented; (attached to and made a part of the minutes of this meeting); seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

Personnel Recommendations Mr. Conway moved to approve the personnel recommendations, as presented; (attached to and made a part of the minutes of this meeting); seconded by Dr. Millard. A roll call vote resulted in six ayes. Ms. Patchak-Layman originally passed and then voted nay. Motion carried.

Ms. Patchak-Layman asked for additional information regarding the recommendation for the Assistant Principal for Student Services. She was informed his background included being an assistant Principal, a successful leader, possessing variety of experiences that spoke to the District's vision relative to the future of the counseling office and master scheduling. Three of his references spoke to his ability to enter an organization, see what needs to be accomplished, and do it.

Ms. Patchak-Layman indicated that she would not vote in favor of the Assistant Principal for Student Services recommendation because of compensation package. She also asked how this contributed to the overall goal of minority hirings. She was informed that a specific report would be given at next month's committee meeting. Mr. Allen added that the District is on target with its goal of minority hirings for this school year.

### **Tenured Teachers**

Mr. Finnegan moved to approve the teachers who would receive tenure at the end of the school year; seconded by Ms. McCormack. A roll call vote resulted in six aves and one abstention. Mr. Allen abstained. Motion carried.

David Bernthal, Science Kelly Diaz, World Languages/Spanish Sarah Dove Heider, English Joseph Herbst, Guidance Danielle LaPorte, Mathematics Jeremy Lind, English James Messer, Science Joseph Parenti, Special Education Ann Slivinski, Special Education Mary Vogel, World Languages/Latin Laura Young, English

James P. Coughlin, Special Education Jacqueline Hanson, Guidance Allison Hennings, Science Douglas Hill, Special Education Brendan Lee, English Margaret Markey, Special Education Andrea Neuman, Special Education Ann Petroliunas, Special Education Dana Tolomeo, World Languages/Spanish Gwendolyne Walker-Qualls, Special Education

# Appointments of Counselors

Dr. Millard moved to appoint the Manager, Deans, and Counselors for the Manager, Deans, and 2010-11 school year, as presented; seconded by Mr. Finnegan.

> Ms. Patchak-Layman was concerned that these appointments were being made for next year absent completed evaluations. She was informed that had there been any issues with these appointments they would not have come forward for Board of Education approval.

A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

# Appointment of Non-Affiliated **Employees**

Mr. Conway moved to appoint the non-affiliated employees for the 2010-11 school year; seconded by Dr. Lee.

Ms. Patchak-Layman was concerned that these appointments were being made for next year absent completed evaluations. She was informed that if there had been any issues with these appointments they would not have come forward for Board of Education approval.

A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

## Food Service Employees

Ms. McCormack moved to approve the Food Service Employees for the 2010-11 school year, as presented; seconded by Dr. Lee.

Ms. Patchak-Layman was concerned that these appointments were being made for next year absent all of the evaluations being completed and the Board of Education had not seen requests for salary increases for Food Service employees. Again, she was informed that if there had been any issues with these appointments they would not have come forward for Board of Education approval. Ms. Witham stated that an increase of \$.75 per hour was being implemented. There are 18 full-time employees and 25 part-time employees. The Board of Education has not previously approved this increase because it has stated by policy that Food Service should be self-supporting. Ms. Patchak-Layman acknowledged receiving a list of hourly salaries and she felt the salaries under \$10 per hour needed review as she felt the work of these employees should be above minimum wage. Dr. Millard, Mr. Allen, and Ms. McCormack agreed that this should be reviewed at a Committee meeting. Dr. Lee issued a word of warning that a change in one month might not be reasonable.

A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

### Stipends

Mr. Finnegan moved to approve the stipends as presented; seconded by Mr. Conway.

Ms. Patchak-Layman reviewed the minutes of the January meeting at which the Board of Education received a synopsis of the athletic program and the personnel. Previous discussion had occurred about having opportunities for more staff to be part of athletics and to be more representative of the student demographics. The stipend list is a verification of whether progress had been made in that area; in terms of the head coaching positions, it is not. She felt the Board of Education needed to remember what its goals were in staffing before approving this list of stipends. When the District stopped using volunteers who were given appreciation by students fundraising, these positions were placed on the District's own ledgers providing more opportunities for additional stipend positions. In response to a question about applying for a position, Mr. Rouse stated that these positions are posted on the websites and in various publications and candidates can apply directly with the Athletic Director and head coaches. Co-curricular and athletic information would be forthcoming at the June meeting. The District decided to pay the "volunteer" stipends because it did not feel it appropriate that students were asked to raise money to pay for the coaches and it wanted to have the equivalent number of coaches as other schools in order to remain competitive. The Board of Education approved that move; minority hiring was not part of that package. While it is important to recruit and employ minority coaches and activity sponsors, it cannot be confused with the January recommendation. This list indicates that several positions need yet to be filled. The District has the smallest number of internal coaches in the West

Suburban Conference and that number needs to be raised. Ms. McCormack acknowledged that the Board of Education does need to look at those who want to be involved in cocurricular activities. If teaching positions are not available, coaching may not be available. Mr. Rouse stated that both Mr. Stelzer and Ms. Milojevic look to recruit, employ, and retain minorities. When the administration looks at the hiring of faculty, it also is looking at the extra duties in which they can take part.

Regarding evaluations, Mr. Edgecombe noted that all of the fall and winter sport evaluations had been completed and the spring sports were continuing. Ms. Patchak-Layman asked if students and parents were asked for information for the evaluation.

A roll call vote resulted in five ayes and two nayes. Ms. Patchak-Layman and Mr. Allen voted nay. Motion carried.

### Nonaffiliated

Mr. Finnegan moved to approve the Non-affiliated Employee salary increases for the 2010-11 school year; seconded by Dr. Lee.

Ms. Patchak-Layman stated that traditionally salary increases for this group of people have been aligned with the Classified Personnel Association or with administrative increases. A number of these people have had changes to their job descriptions and when looking at the traditional approach, the Board of Education has not been able to look at the individuals. While this should be part of the conversation, she was most concerned that evaluations were not complete. Mr. Allen stated that some of these individuals are the most able and the least able to take care of themselves. While he liked tying their increases to CPI, he did have some issues.

A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

### **Institute Days**

Dr. Millard moved to approve the Institute Day Plans and Dates for the 2010-11 School Year, as presented (attached to and made a part of the minutes of this meeting); seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

# Approval of Minutes

Dr. Millard moved to approve the open and closed session minutes of April 22, 29, and May 18, 2010 and a Declaration that the audiotapes of the closed sessions dated September 2008 be destroyed and a Declaration that the Closed Session Minutes dated January 1, 1989 through May 1, 2010 shall remain closed; seconded by Mr. Allen. A roll all vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

# **Abatement of Emergency Days**

Dr. Millard moved to abate the emergency days for the 2009-10 school year; seconded by Dr. Lee. A roll vote resulted in all ayes. Motion carried.

**Additional Discussion** Dr. Millard welcomed Nancy Leavy as the co-observer of the high school for the League of Women Voters.

### **Closed Session**

At 10:25 p.m., on Thursday, May 27, 2010, Dr. Millard moved to go into closed session to discuss collective negotiating matters between the District and its employees or their representatives or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2); the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA. 93—57; and Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11) seconded by Mr. Conway. A roll call vote resulted in all yes. Motion carried.

At 11: 55 p.m. on Thursday, May 27, 2010, the Board of Education resumed its open session.

### Student Discipline

Dr. Millard moved to assessed tuition charges for student RES 05/27/10-01 and student RES 05/27/10-02 in the amount of \$15,252.09 each for a total of \$30,504.18 for the 2009-2010 school year for non-residency; seconded by Mr. Conway. A roll call vote resulted in five ayes and two nays. Ms. Patchak-Layman and Mr. Conway voted nay. Motion carried.

Mr. Finnegan moved to assessed tuition charges for student RES 05/27/10-03 in the amount of \$15,252.09 for the 2009-2010 school year for non-residency; seconded by Mr. Allen. A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

Dr. Millard moved to assessed tuition charges for student RES 05/27/10-04 in the amount of \$15,252.09 for the 2009-2010 school year for non-residency; seconded by Mr. Allen. A roll call vote resulted in three ayes and four nayes. Mr. Finnegan, Ms. McCormack, Ms. Patchak-Layman, and Mr. Conway voted nay. Motion not carried.

Mr. Finnegan moved to assess tuition charges for student RES 05/27/10-05 in the amount of \$15,252.09 for the 2009-2010 school year for non-residency; seconded by Mr. Allen. A roll call vote resulted in five ayes and two nays. Ms. Patchak-Layman and Mr. Conway voted nay. Motion carried.

Mr. Allen moved to expel Student EXP 05-27-10-11 (formerly EXP 10-13-09-01) for noncompliance with expulsion held in abeyance; seconded by Ms. McCormack. A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

Dr. Millard moved to expel Student EXP 05-27-10-12 held in abeyance through summer 2010, pending completion of current classes including finals and anger management classes through the summer and the 2010-2011 school year; seconded by Mr. Allen. A roll call vote resulted in six ayes. Ms. Patchak-Layman voted nay. Motion carried.

Dr. Millard moved to expel Student EXP 05-27-10-13 held in abeyance through June 2011, pending completion of an appropriate alternative program; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried:

### Adjournment

At 12:03 a.m. on Friday, May 28, 2010, Dr. Millard moved to adjourn the Board of Education meeting; seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan Secretary

By Gail Kalmerton Clerk of the Board A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Tuesday, June 15, 2010, in the Board Room of the high school.

### Call to Order

Vice President Allen called the meeting to order at 9:55 a.m. A roll call indicated the following members were present: John C. Allen, Terry Finnegan, Amy Leafe McCormack, and Sharon Patchak-Layman. Also present was Dr. Attila J. Weninger, Superintendent; Jason Edgecombe, Assistant Superintendent for Human Resources; Cheryl L. Witham, Chief Financial Officer; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education.

### Visitors

Kay Foran, Communications and Community Relations Coordinator; James Paul Hunter of the Faculty Senate; and Paul Keller of Ancel Glink.

# Approval of Check Distribution List

Mr. Finnegan moved to approve the check distribution list dated Tuesday, June 15, 2010, as presented (attached to and made a part of the minutes of this meeting); seconded by Ms. McCormack. A roll vote resulted in all ayes. Motion carried.

# Approval of Café Tables Contract

Ms. McCormack moved to award the bid to Lowery McDonnell for the powder-coated version of the Parker-Hamilton 61T table, the lowest responsible bid, as presented; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

## Personnel Recommendations

Mr. Finnegan moved to approve the personnel recommendations as presented (attached to and made a part of the minutes of this meeting); seconded by Ms. McCormack. A roll call vote resulted in three ayes and one nay. Ms. Patchak-Layman voted Nay. Motion carried.

Mr. Edgecombe reported that the math tutoring position was posted both internally and externally. No internal candidates applied; thus, an outside candidate was hired.

Ms. Patchak-Layman expressed her belief that all part-time positions should be posted, including those for which the District retirees had been called back. She also disagreed with the compensation package offered to the Fine & Applied Arts Division Head.

Mr. Edgecombe reported that of the 21 new employees, four were African-American, three were Hispanics, and two were Asian.

# Stadium Usage by OPRF Youth Football

Mr. Finnegan moved to approve the OPRF Youth Football's request to use of the stadium and field again for its home games during the 2010 fall season; seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

Ms. Patchak-Layman asked if this group was in the Class IV and eligible for a 50 percent discount and if this represented a 50 percent discount.

Ms. Patchak-Layman asked if the Stadium Neighborhood Activity Council (SNAC) had discussed this group's usage in its discussions about lights. Dr. Weninger reported that SNAC's discussions are limited to the use of the stadium with lights. In the final report to the Village of Oak Park Board, it was stated that discussions were occurring with youth football about starting later on Sunday mornings and there would be no Friday light usage.

Mr. Allen asked that the Youth Football organization be reminded that smoking on school premises is not allowed.

### **Closed Session**

At 10:12 a.m. on Tuesday, June 15, 2010, Mr. Allen moved to enter closed session for the purpose of Collective negotiating matters between the District and its employees or their representatives or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2); and Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes; 5 ILCS 120/2(c)(11); seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

The Board of Education resumed its open session at 11:29 a.m.

At 11:30 a.m. on Tuesday, June 15, 2010, Ms. McCormack moved to enter closed session for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA. 93—57;) seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

# Ratification of The Safety & Security Contract

This item was tabled until the June 24 regular Board of Education meeting.

### Adjournment

At 12:05 p.m. on Tuesday, June 15, 2010, Ms. McCormack moved to adjourn the Special Board Meeting; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan Secretary

By Gail Kalmerton Clerk of the Board