

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

**Special Board Meeting
Tuesday, September 8, 2009
Immediately following Finance Committee Meeting
Board Room**

AGENDA

- | | |
|--|-----------------------|
| 1. Call to Order, Roll Call, and Introduction of Visitors | Dr. Dietra D. Millard |
| 2. Visitor Comments | |
| 3. Approval of Check Distribution List dated September 8, 2009 | Action |
| 4. Approval of Psychological Services Contract | Action |
| 5. Approval of Special Education Independent Worker Contracts | Action |
| 6. Approval of New Insurance Broker and Agreement | Action |
| 7. Process and Procedures for Residency Verification | Information |
| 8. Motion to go into closed session for the purpose of discussing Litigation;
Appointment, Employment and/or Dismissal of Personnel; and
Collective Bargaining and/or Negotiations | Action |
| 9. Approval of RWD & Associates, Inc. Contract | Action |
| 10. Motion to Adjourn | Action |

C: Board Members
Administrators

***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: September 8, 2009
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 September 8, 2009.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve the September 8, 2009 check disbursement listing as presented.

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 for this date of September 8, 2009 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 8th day of September, 2009

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: That this Board of Education does hereby ratify and confirm the execution of the
vouchers from the Imprest Account for September 8, 2009 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 8th day of September, 2009

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: That this Board of Education does hereby ratify and confirm the execution of the
vouchers from the Student Activity Accounts for September 8, 2009 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 September 8, 2009

President of the Board of Education

Secretary of the Board of Education

ACTIVITY	CHECK	INVOICE
CHECK # VENDOR	DATE	AMOUNT DESCRIPTION
4875 ALL-AMERICAN AQUATICS	08/20/2009	107.50 SUMMER CAMP SWIM EQUIPMENT
4876 CPX SPORTS	08/20/2009	2,319.00 PAINT BALL TRIP - BOYS SOCCER 9/26/09
4877 FAULKNER, LISA	08/20/2009	455.00 REIMB FOR CTA PASSES AND ART INSTITUTE ENTRY - BRITISH EXCHANGE
4877 FAULKNER, LISA	08/20/2009	276.50 REIMB FOR LOOKING GLASS THEATRE TICKETS FOR BRITISH EXCHANGE
4878 REMACK, LEIGH	08/20/2009	106.91 REIMB FOR FIELD BIOLOGY FIELD TRIP TO MSI AND INDIANA DUNES
4879 SALKELD SPORTS INC, DIV OF KESSLER'	08/20/2009	867.50 FIELD HOCKEY VARSITY CAMP SHIRTS
4880 SIEVERT ELECTRIC SERVICE	08/20/2009	2,825.00 SCOREBOARD CONSOLE AND REPAIRS - BOOSTER APPROPRIATIONS
4881 WYATT, SHANNON	08/20/2009	129.16 REIMB FOR ATHLETIC TRAINER SUPPLIES
4882 ASSUMPTION GREEK ORTHODOX CHURCH	08/26/2009	50.00 MEMORIAL CONTRIBUTION IN THE NAME OF NICK BOZNOS
4883 DOUBLE TREE HOTEL-BLOOMINGTON	08/26/2009	665.28 GOLF TEAM AUG 28 - 6 ROOMS 1 NIGHT
4884 DRAMATISTS PLAY SERVICE INC	08/26/2009	375.00 CUST # 118288 - STEEL MAGNOLIAS 10/17 - 10/24/09
4885 FEDERAL EXPRESS CORP	08/26/2009	24.14 JULY 1 INVOICE DATE - TABULA
4886 GELLMAN, ERIK	08/26/2009	500.00 TOUR SERVICES FOR BRITISH EXCHANGE GROUP 8/28/09
4887 HO, SHERWIN	08/26/2009	1,200.00 REFUND FROM GERMAN EXCHANGE
4888 IMPERIAL HEADWEAR	08/26/2009	620.77 GOLF TEAM HATS
4889 SALKELD SPORTS INC, DIV OF KESSLER'	08/26/2009	3,021.00 FOOTBALL APPAREL
4889 SALKELD SPORTS INC, DIV OF KESSLER'	08/26/2009	3,267.16 GOLF POLO SHIRTS
4890 UNITED PARCEL SERVICE	08/26/2009	31.21 JUNE 27 - TABULA
4891 VARSITY SPIRIT FASHIONS	08/28/2009	240.25 DRILL TEAM GEAR
4892 WISCONSIN COACH LINES	08/28/2009	3,190.00 BALANCE OWED ON GENESEO, IL 9/25-26 MARCHING BAND TRIP CHARTER #3030008593
Totals for checks		20,271.38

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
84	ACTIVITY FUND	20,271.38	0.00	0.00	20,271.38
***	Fund Summary Totals ***	20,271.38	0.00	0.00	20,271.38

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

IMPREST		CHECK	INVOICE	
CHECK #	VENDOR	DATE	AMOUNT	DESCRIPTION
30188	T-MOBILE	08/27/2009	112.53	SERVICE CHARGES 7/ 8 - 8/7
30189	PILGRIM CONGREGATIONAL CHURCH	08/28/2009	911.41	ADDITIONAL AMOUNT OWED PER CONTRACT DUE TO ADJUSTED ANNUAL CPI-U
30190	LANENGA, JACK	08/31/2009	192.00	PARKING PERMITS - RETURNING FUNDS
30191	VILLA PARK OFFICE EQUIPMENT	08/31/2009	125.00	REPAIR TO CHAIR
Totals for checks			1,340.94	

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION FUND	0.00	0.00	429.53	429.53
20	OPERATIONS & MAINTENANCE	0.00	0.00	911.41	911.41
***	Fund Summary Totals ***	0.00	0.00	1,340.94	1,340.94

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

Check # Payee Key Payee Name T Check Date Check Amount Stmt Date

ACT PARK NATIONAL BANK
4872 U-HAUL E000 U-HAUL EXPRESSWAY V 08/20/2009 \$-340.00 08/20/2009

Number Of Checks: 1 \$-340.00

AP/PR HARRIS CENTRAL N.A. ISDLAF/PMA
141920 MURPHEON000 MURPHY, FONDA V 08/20/2009 \$-59.75 08/20/2009
142084 LANDMARK000 LANDMARK FORD V 08/28/2009 \$-38,803.00 08/28/2009

Number Of Checks: 2 \$-38,862.75

Total Checks: 3 \$-39,202.75

Totals:	Bank	Total \$\$
	ACT	\$-340.00
	AP/PR	\$-38,862.75

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

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4875 ALL-AMERICAN AQUATICS	08/20/2009	107.50 SUMMER CAMP SWIM EQUIPMENT
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84	ACTIVITY FUND	20,271.38	0.00	0.00	20,271.38
***	Fund Summary Totals ***	20,271.38	0.00	0.00	20,271.38

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

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
142154	08/28/2009	LANDMARK FORD	ACTIVITY VANS	15,299.00
			VIN#1FMNE11WX9DA87925	
142154	08/28/2009	LANDMARK FORD	ACTIVITY VANS	15,104.00
			VIN#1FMNE11W19DA87926	
142155	09/08/2009	AAPC	TEAM/Speech (Slivinski)	190.80
142155	09/08/2009	AAPC	TEAM Supplies (Schoenbeck)	43.90
142155	09/08/2009	AAPC	TEAM/Speech (Slivinski)	209.90
142156	09/08/2009	ABILITATIONS	TEAM Supplies (Schoenbeck)	142.43
142156	09/08/2009	ABILITATIONS	TEAM Supplies (Schoenbeck)	70.25
142156	09/08/2009	ABILITATIONS	TEAM Supplies (Schoenbeck)	46.41
142156	09/08/2009	ABILITATIONS	SP/L SUPPLIES-HUGHES	362.86
142157	09/08/2009	ABLE NET	TEAM Supplies (Schoenbeck)	237.00
142157	09/08/2009	ABLE NET	TEAM/Speech (Slivinski)	531.50
142158	09/08/2009	ALA GRAPHICS	POSTER	23.40
142159	09/08/2009	ALARM DETECTION SYSTEMS, INC.	ALARM DETECTION SERVICE FOR	42.00
			STADIUM AND SCHOOL BUILDINGS	
			JULY 1, 2009 - JUNE 30, 2010	
142160	09/08/2009	ALLEN, JOHN	BASEBALL GAME 5/13	55.00
142161	09/08/2009	AMSCO SCHOOL PUBLICATIONS	Fall Books	286.00
142162	09/08/2009	ASCD	J. DENNIS MEMBERSHIP RENEWAL	89.00
			FOR 2009-10.	
142162	09/08/2009	ASCD	R. MERTZ MEMBERSHIP RENEWAL	89.00
			FOR 2009-10 RENEWAL CODE	
			E135C.	
142162	09/08/2009	ASCD	P. ERICKSON MEMBERSHIP	49.00
			RENEWAL FOR 2009-10.	
142163	09/08/2009	ASSETWORKS, INC	ANNUAL FEE FOR ASSETMAXX	1,320.00
			SOFTWARE APPLICATION	
			10/13/09-10/12/10.	
142164	09/08/2009	ASURE SOFTWARE	MAINTENANCE & SUPPORT FOR MRM	1,599.80
			ENTERPRISE - 10 7/15/09-10	
142165	09/08/2009	AT&T	JULY 14 - AUG 13, 2009.	25.50
142166	09/08/2009	ATTAINMENT COMPANY, INC.	Voc-Ed Supplies (Domanchuk)	292.95
142166	09/08/2009	ATTAINMENT COMPANY, INC.	TEAM/Speech (Slivinski)	312.90
142166	09/08/2009	ATTAINMENT COMPANY, INC.	TEAM Supplies (Kennedy)	678.30
142166	09/08/2009	ATTAINMENT COMPANY, INC.	TEAM Supplies (M. Young)	1,293.60
142166	09/08/2009	ATTAINMENT COMPANY, INC.	Vocational Education	569.10
142167	09/08/2009	BLICK ART MATERIALS		0.00
142168	09/08/2009	BLICK ART MATERIALS	Misc. Art supplies.	25.44
142168	09/08/2009	BLICK ART MATERIALS	Misc. art supplies for Fall	22.00CR
			2009.	
142168	09/08/2009	BLICK ART MATERIALS	Misc. art supplies.	704.56
142168	09/08/2009	BLICK ART MATERIALS	Misc. art supplies for Fall	22.00
			2009.	
142168	09/08/2009	BLICK ART MATERIALS	Misc. Art supplies.	2,083.46
142168	09/08/2009	BLICK ART MATERIALS	Misc. Art supplies	26.69
142168	09/08/2009	BLICK ART MATERIALS	Misc. Art supplies	4.61CR
142168	09/08/2009	BLICK ART MATERIALS	Misc. Art supplies	4.61
142169	09/08/2009	BOSS ONLINE, INC.	COPY PAPER.	10,900.00
142169	09/08/2009	BOSS ONLINE, INC.	SERVICE 7/31 AND 4 FUSER	496.00
			UNITS.	
142169	09/08/2009	BOSS ONLINE, INC.	TEAM Supplies (Mary Young)	929.50
142169	09/08/2009	BOSS ONLINE, INC.	TONER	817.55
142169	09/08/2009	BOSS ONLINE, INC.	TELECHECK TONER	131.72
142170	09/08/2009	BRENNOCK, THERESE	CASH ADVANCE FOR PBIS	2,000.00
			(FOOD/INCENTIVE) YEARLY	

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
			AMOUNT	
142171	09/08/2009	BRODART CO	BRODART STANDING BOOK ORDER	186.20
			09-10 Quote Number: 261778	
142171	09/08/2009	BRODART CO	BRODART STANDING BOOK ORDER	30.23
			09-10 Quote Number: 261778	
142171	09/08/2009	BRODART CO	LEONARD MALTIN'S MOVIE 2010	11.74
142172	09/08/2009	BROOKLINE SHADE CO	Shades for science room	2,247.00
			129-131 project	
142173	09/08/2009	BRUNS, TIM	FOOTBALL GAME 8/29	83.00
142174	09/08/2009	CADA, LINDA	REIMB FOR MGMT LUNCH FOOD.	113.51
142175	09/08/2009	CALUMET PHOTO/CPI	Misc. Photo supplies.	7.02
142175	09/08/2009	CALUMET PHOTO/CPI	Misc. Photo supplies.	1,238.42
142175	09/08/2009	CALUMET PHOTO/CPI	SUMMER SCHOOL SUPPLIES.	1,524.48
142175	09/08/2009	CALUMET PHOTO/CPI	Misc. Photo supplies.	47.45
142175	09/08/2009	CALUMET PHOTO/CPI	Misc. Photo supplies.	129.16
142176	09/08/2009	CAMBIUM LEARNING INC	Technology (OT)	655.00
142177	09/08/2009	CAMELOT SCHOOLS, LLC	2 STUDENTS	9,624.55
142178	09/08/2009	CAPPELEN, TOM	FOOTBALL GAME 8/29	62.00
142179	09/08/2009	CAROLINA BIOLOGICAL SUPPLY	ED SUPPLIES-LESNIAK	600.30
142179	09/08/2009	CAROLINA BIOLOGICAL SUPPLY	ED SUPPLIES-LESNIAK	194.75
142180	09/08/2009	CARBET PAINT CO	White Turf Paint	720.00
142181	09/08/2009	CDW GOVERNMENT, INC.	EPSON POWERLITES/WIRELESS	244.05
			CARDS.	
142181	09/08/2009	CDW GOVERNMENT, INC.	EPSON POWERLITES/WIRELESS	406.75
			CARDS.	
142181	09/08/2009	CDW GOVERNMENT, INC.	Photo printer for Visitor	209.42
			Center ID scanning system.	
142182	09/08/2009	CHADDOCK	M. B.	3,359.62
142183	09/08/2009	COLLINS, DELORIS	PAYROLL SAVINGS DD RETURNED	300.00
			TO OPRFHS	
142184	09/08/2009	COLOTUONO, EDWARD	REFUND OF SOPH DISTRICT FEE -	245.00
			STUDENT WITHDREW - N.C.	
142185	09/08/2009	COMCAST CABLE	FOOTBALL STADIUM 9/3/09	67.87
			PAYMENT.	
142186	09/08/2009	COMCAST CABLE	TV & INTERNET	99.90
142187	09/08/2009	COVE SCHOOL	TUITION K.N.	3,166.20
142188	09/08/2009	CROWE HORWATH	ACCT#880827.001 (PF#1756691)	15,000.00
			PERIOD ENDING AUG 13, 2009.	
142189	09/08/2009	CUM LAUDE SOCIETY	MEMBERSHIP DUES.	150.00
142190	09/08/2009	CYBERDYNE MASONRY CORP	Additional concrete repairs	6,800.00
			and waterproofing at top of	
			stadium.	
142191	09/08/2009	CYBERGUYS/E-FILLIATE	TECH SUPPLIES .	419.90
142191	09/08/2009	CYBERGUYS/E-FILLIATE	TECH SUPPLIES .	155.46
142191	09/08/2009	CYBERGUYS/E-FILLIATE	OT Supplies	41.70
142192	09/08/2009	DAVEY TREE EXPERT CO.	REMOVE DISEASED ELM TREE PER	1,085.00
			REQUEST OF VILLAGE	
142193	09/08/2009	E2 SERVICES	SNAP SERVER HOSTING .	300.00
142193	09/08/2009	E2 SERVICES	2009-2010 School Year Managed	12,500.00
			Services	
142194	09/08/2009	EDWARD STAUBER WHOLESALE	Door replacement hardware	531.50
142195	09/08/2009	EFFINGER, JIM	PRESENTER AT ADMINSTRATOR'S	900.00
			ACADEMY 8/20/09	
142196	09/08/2009	EGEBERG, JIM	BOYS SOCCER GAME 4/24	55.00
142197	09/08/2009	FASTENATION, INC.	TEAM Supplies (Schoebeck)	95.96
142198	09/08/2009	FATTES, AL	BASEBALL GAME 5/21	55.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
142199	09/08/2009	FLAGHOUSE SPECIAL POPULATIONS	TEAM Supplies (Schoenbeck)	186.71
142199	09/08/2009	FLAGHOUSE SPECIAL POPULATIONS	TEAM Supplies (Schoenbeck)	110.12
142199	09/08/2009	FLAGHOUSE SPECIAL POPULATIONS	TEAM/PT (McCoy)	69.53
142199	09/08/2009	FLAGHOUSE SPECIAL POPULATIONS	TEAM/PT (McCoy)	288.56
142200	09/08/2009	FRANCZEK RADELET & ROSE	PROFESSIONAL FEES & EXPENSES THRU 7/31	3,107.90
142200	09/08/2009	FRANCZEK RADELET & ROSE	PROFESSIONAL FEES & EXPENSES THRU 6/30/09	1,397.76
142200	09/08/2009	FRANCZEK RADELET & ROSE	PROFESSIONAL FEES & EXPENSES THRU 6/30/09	6,017.80
142200	09/08/2009	FRANCZEK RADELET & ROSE	PROFESSIONAL FEES & EXPENSES THRU 7/31	4,523.40
142201	09/08/2009	GALE GROUP	GALE STANDING BOOK ORDER	133.50
142201	09/08/2009	GALE GROUP	GALE STANDING BOOK ORDER	257.00
142202	09/08/2009	GARCIA, JOSE	BOYS SOCCER GAME 8/24	49.00
142203	09/08/2009	GARVEY, NANCY	REIMB FOR PAYMENT OF A RETURNED BOOK	20.00
142204	09/08/2009	GENERAL ASP	ATTACHMENT SYSTEM SERVICE 8/17 - 11/13/09 PRORATED SERVICE.	123.63
142205	09/08/2009	GENESIS EMPLOYEE BENEFITS	JULY 2009 PAYMENT	3,250.00
142206	09/08/2009	GLEN OAKS THERAPEUTIC DAY SCHOOL	SUMMER, JULY 3 STUDENTS	6,200.88
142207	09/08/2009	GRAINGER		0.00
142208	09/08/2009	GRAINGER		0.00
142209	09/08/2009	GRAINGER	OPEN PO FOR ELECTRICAL BEGINNING JULY 1, 2009	137.00
142209	09/08/2009	GRAINGER	OPEN PO LIGHTS AND LAMPS BEGINNING JULY 1, 2009	179.28
142209	09/08/2009	GRAINGER	OPEN PO FOR HEATING AND VENTILATING BEGINNING JULY 1, 2009	23.11
142209	09/08/2009	GRAINGER	OPEN PO FOR ELECTRICAL BEGINNING JULY 1, 2009	171.09
142209	09/08/2009	GRAINGER	OPEN PO FOR PLUMBING BEGINNING JULY 1, 2009	166.75
142209	09/08/2009	GRAINGER	OPEN PO FOR PLUMBING BEGINNING JULY 1, 2009	39.89
142209	09/08/2009	GRAINGER	OPEN PO FOR PLUMBING BEGINNING JULY 1, 2009	17.82
142209	09/08/2009	GRAINGER	OPEN PO LIGHTS AND LAMPS BEGINNING JULY 1, 2009	345.60
142209	09/08/2009	GRAINGER	OPEN PO FOR ELECTRICAL BEGINNING JULY 1, 2009	28.93
142209	09/08/2009	GRAINGER	OPEN PO LIGHTS AND LAMPS BEGINNING JULY 1, 2009	437.40
142210	09/08/2009	GRAND PRAIRIE TRANSIT	7/1 - 8/31/09 SPED SERVICE	100,700.60
142211	09/08/2009	GREEN MILL RADIO SUPPLY, INC	Open purchase order - 2009-10	152.18
142211	09/08/2009	GREEN MILL RADIO SUPPLY, INC	Open purchase order - 2009-10	102.18
142212	09/08/2009	HEALTHCARE SERVICE CORPORATION	BLUE CROSS/BLUE SHIELD HMO BILL FOR 9/1 - 9/30.	85,951.71
142213	09/08/2009	HILLSIDE ACADEMY	D.E.	1,220.16
142214	09/08/2009	HPI INTERNATIONAL	BOOKSTORE SUPPLIES	781.50
142215	09/08/2009	ICTM MATH CONTEST	REGISTRATION FOR MATH CONTEST 2009-2010.	250.00
142216	09/08/2009	ILLINOIS DEPARTMENT OF REVENUE	REMITTANCE OF SALES TAX COLLECTED BY BOOKSTORE AUG	61,958.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
			2009	
142217	09/08/2009	ILLINOIS ASSOCIATION OF SCHOOL BOAR	BOARD GOVERNANCE REIVEW	300.00
142218	09/08/2009	ILLINOIS ASCD	R. MERTZ PROFESSIONAL ANNUAL MEMBERSHIP FEE.	49.00
142219	09/08/2009	INDEPendant LIVING AIDS, INC.	TEAM/Speech (Slivinski)	109.75
142219	09/08/2009	INDEPendant LIVING AIDS, INC.	TEAM Supplies (Donatucci)	338.15
142220	09/08/2009	INFOGRIP	TEAM Supplies (Schoenbeck)	142.00
142221	09/08/2009	INTERNATIONAL BOOK IMPORT	Fall Books	195.45
142222	09/08/2009	J. GILL & COMPANY	Additional concrete repairs and waterproofing at top of stadium.	13,150.00
142223	09/08/2009	JAMES STANFIELD & CO.	Social work seminar supplies.	1,976.70
142224	09/08/2009	JEWISH CHILD & FAMILY SERVICES	A.D.	4,813.60
142225	09/08/2009	JOHNS, KEVIN	FOOTBALL GAME 8/29	83.00
142226	09/08/2009	JOHNSON, KRIS	REIMB FOR FOOD 8-9 CONNECTION 8/16/09	18.67
142227	09/08/2009	JOSEPH ACADEMY	JULY TUITION - M. R-S.	4,733.70
142227	09/08/2009	JOSEPH ACADEMY	SUMMER SCHOOL TUITION 13 STUDENTS	68,324.10
142228	09/08/2009	JPT AMERICA, INC	Fall Books	735.36
142229	09/08/2009	KERRINS, MARY	FOOTBALL GAME 8/29	85.00
142230	09/08/2009	KERRINS, ROSE	FOOTBALL GAME 8/29	85.00
142231	09/08/2009	KNAPP, DAN	GIRLS VOLLEYBALL GAME 8/25	83.00
142232	09/08/2009	KRANZ INC.	Custodial supplies	157.51
142232	09/08/2009	KRANZ INC.	Custodial supplies	233.28
142232	09/08/2009	KRANZ INC.	Custodial supplies	586.20
142232	09/08/2009	KRANZ INC.	Custodial supplies	133.81
142232	09/08/2009	KRANZ INC.	Custodial supplies	198.96
142232	09/08/2009	KRANZ INC.	Custodial supplies	795.84
142233	09/08/2009	KRONOS	AUG 19	82.50
142234	09/08/2009	LAKEVIEW BUS LINES, INC.	SPED AUG 2009 TRANSPORT OF C.V.	1,525.50
142235	09/08/2009	LEFEVRE, LYN	FOOTBALL GAME 8/29	85.00
142236	09/08/2009	LIBRARY VIDEO	Social work seminar supplies.	19.95
142236	09/08/2009	LIBRARY VIDEO	Social work seminar supplies.	279.38
142237	09/08/2009	LINDELL, KEVIN	FOOTBALL GAME 8/29	62.00
142238	09/08/2009	LINDEN OAKS HOSPITAL	M.D. TUTORING SERVICES.	30.00
142239	09/08/2009	LINQUI SYSTEMS INC	SP/L SUPPLIES-HUGHES	469.85
142240	09/08/2009	LIPKE-KENTEX CORPORATION	LAUNDRY SOAP	158.38
142241	09/08/2009	LOWE, TOM	FOOTBALL GAME 8/29	62.00
142242	09/08/2009	MAKOWSKI, JOSEPH	FOOTBALL GAME 8/29	83.00
142243	09/08/2009	MAYER-JOHNSON	TEAM Supplies (Schoenbeck)	78.99
142244	09/08/2009	MCGUIRE, ELEANOR	FIELD HOCKEY GAME 8/27	59.00
142245	09/08/2009	MONTIEL, MANUEL	GIRLS SOCCER GAME 4/26	60.00
142246	09/08/2009	NERGSTEDT, DENIS	GIRLS VOLLEYBALL GAME 8/25	84.00
142247	09/08/2009	NORDEN, FREDERIC	FOOTBALL GAME 8/29	83.00
142248	09/08/2009	PANICO, JOE	GIRLS VOLLEYBALL GAME 8/25	84.00
142249	09/08/2009	SCHAEFER, BILL	FOOTBALL GAME 8/29	83.00
142250	09/08/2009	SCHRAGE, DARREL	FOOTBALL GAME 8/29	62.00
142251	09/08/2009	SHORT, VIRGINIA	FOOTBALL GAME 8/29	85.00
142252	09/08/2009	SORRENTINO, LISA	FIELD HOCKEY GAME 8/25	59.00
142253	09/08/2009	TRITON COLLEGE	ANNUAL SPED ROOM RENTAL PER AGREEMENT	4,040.00
142254	09/08/2009	VILLAGE OF OAK PARK	PARKING PERMITS	26,600.00
142255	09/08/2009	WEHRMAN, LAURA	FIELD HOCKEY GAME 8/25	59.00
142255	09/08/2009	WEHRMAN, LAURA	FIELD HOCKEY GAME 8/27	104.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
142256	09/08/2009	WILKEY, MIKE	BOYS SOCCER GAME 8/24	49.00
142257	09/08/2009	ZUCKERMAN, MIKE	FOOTBALL GAME 8/29	62.00
142258	09/08/2009	COMPUTER CREATION SYSTEMS, INC.	2 PTC WIZARD CONFERENCE FEE	200.00
142259	09/08/2009	TOYS FOR SPECIAL CHIDREN, INC.	TEAM Supplies (Donatucci)	99.90
142259	09/08/2009	TOYS FOR SPECIAL CHIDREN, INC.	TEAM/Speech (Slivinski)	322.85
142260	09/08/2009	MC MASTER-CARR SUPPLY CO	ANCHORS AND DRILL BITS	77.19
142261	09/08/2009	MECK PRINTING	4,000 COPIES - STUDENT	8,808.00
			HANDBOOKS 2009-10	
142262	09/08/2009	MEREDITH CULLIGAN WATER CO.	HEALTH SERVICES ACCT	39.48
142262	09/08/2009	MEREDITH CULLIGAN WATER CO.	SPED ACCT	22.00
142263	09/08/2009	MEDCO SUPPLY, INC.	TEAM Supplies (Schoenbeck)	33.60
142264	09/08/2009	MIDAMERICAN ENERGY COMPANY	ELECTRICITY	47,765.34
142265	09/08/2009	MIDWEST TRANSIT EQUIPMENT, INC	MINI-BUSES	53,132.00
142266	09/08/2009	MROCZEK, JOE	REIMB FOR 4 PERCUSSION BAGS	67.96
			PURCHASED FOR MUSIC DEPT	
142267	09/08/2009	NAESP LEADERSHIP ACADEMY	CONFERENCE REGISTRATION - N	850.00
			PAPLACZYK #0700015821	
142267	09/08/2009	NAESP LEADERSHIP ACADEMY	CONFERENCE REGISTRATION - L	850.00
			CADA #0700015631	
142268	09/08/2009	NASCO	SCIENCE SUPPLIES	146.90
142269	09/08/2009	NASSP	2009-2010	95.00
142270	09/08/2009	NCS-PEARSON INC.	TEAM Supplies (Schoenbeck)	92.95
142270	09/08/2009	NCS-PEARSON INC.	Testing supplies	584.00
142270	09/08/2009	NCS-PEARSON INC.	Testing supplies	573.37
142271	09/08/2009	NCTE	RENEWAL S. GEVINSON -	525.00
			COMPREHENSIVE JOURNAL PLAN	
142272	09/08/2009	NEW HORIZON CENTER FOR THE	JULY TUITION 4 STUDENTS	21,982.68
142272	09/08/2009	NEW HORIZON CENTER FOR THE	AUG TUITION 4 STUDENTS	3,663.78
142273	09/08/2009	NORTH SUBURBAN MATH LEAGUE	SEASON DUES	175.00
142274	09/08/2009	NUNEZ, KATHLEEN	REIMB FOR FINGERPRINT CHECK	47.00
142275	09/08/2009	OAK PARK AND RIVER FOREST HIGH SCHO	REPLENISH IMPREST FUND FOR	3,123.15
			MONTH OF SEPT (8/8 - 9/1)	
142276	09/08/2009	OCE' IMAGISTICS, INC.	7/1 - 7/31 COPIER MAINTENANCE	1,346.05
142277	09/08/2009	OFFICEWORLD.COM	TEAM Supplies (Kennedy)	160.47
142278	09/08/2009	PAPLACZYK, NICOLETTE	REIMB FOR LUGGAGE COST -	40.00
			BILLINGS, MONTANA -	
			YELLOWSTONE STUDENT	
142279	09/08/2009	PACE SUBURBAN BUS SERVICE	SUMMER PASSES	2,970.00
142280	09/08/2009	PCI EDUCATIONAL PUBLISHING	ED SUPPLIES-BELLAMY	123.80
142280	09/08/2009	PCI EDUCATIONAL PUBLISHING	TEAM Supplies (Kennedy)	114.89
142281	09/08/2009	PEARSON EDUCATION	ED SUPPLIES-DOBIAS	104.91
142281	09/08/2009	PEARSON EDUCATION	Fall Books	10,466.11
142282	09/08/2009	PEOPLES PUBLISHING GROUP	Fall Books	2,180.61
142282	09/08/2009	PEOPLES PUBLISHING GROUP	Fall Books	811.14
142283	09/08/2009	PERFECTION LEARNING CORP	Literature Books	135.00
142284	09/08/2009	PETTY CASH, OPRFHSO #200	REPLENISH BUSINESS OFFICE	629.25
			PETTY CASH	
142285	09/08/2009	PIKE SYSTEMS	custodial supplies	46.24CR
142285	09/08/2009	PIKE SYSTEMS	Custodial supplies	3,194.40
142286	09/08/2009	PIONEER PRESS	RENEWAL FOR SUPERINTENDENT	32.00
142286	09/08/2009	PIONEER PRESS	RENEWAL FOR SCIENCE DIV	32.00
142287	09/08/2009	PIONEER PRESS	JULY INVOICES	172.80
142288	09/08/2009	PMA FINANCIAL NETWORK, INC	CONSULTING SERVICES RENDERED	4,000.00
			- FINANACIAL PLANNING PROGRAM	
			2009-10 BASE YEAR INITIAL	
			INSTALLMENT	

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
142289	09/08/2009	POPLETT, JOHN	REFUND SNAP ACCT ID#102012	29.30
142290	09/08/2009	POSTMASTER, OAK PARK	PERMIT #2113 PUBLIC MAILINGS	5,000.00
142291	09/08/2009	PR MEDIA	INVOICE DATE 7/15/09	175.00
142292	09/08/2009	PRECISION CONTROL SYSTEMS OF CHICAG	PLASMA MONITOR AND INSTALLATION	5,600.00
142293	09/08/2009	PRO-ED	SPL SUPPLIES-HUGHES	69.30
142293	09/08/2009	PRO-ED	TEAM/Speech (Slivinski)	155.10
142294	09/08/2009	PUGH, JONES, JOHNSON & QUANDT, P.C.	JULY PROFESSIONAL SERVICES RENDERED	1,708.00
142295	09/08/2009	QUINLAN & FABISH MUSIC CO.		0.00
142296	09/08/2009	QUINLAN & FABISH MUSIC CO.	Cymbals & stands	718.20
142296	09/08/2009	QUINLAN & FABISH MUSIC CO.	Bass Drums, cases and carriers	3,084.00
142296	09/08/2009	QUINLAN & FABISH MUSIC CO.	Cymbals & stands	76.55
142296	09/08/2009	QUINLAN & FABISH MUSIC CO.	Drum Heads, Mallets, Snare Sticks, Cymbal Cradle	1,293.75
142296	09/08/2009	QUINLAN & FABISH MUSIC CO.	Drum Heads, Mallets, Snare Sticks, Cymbal Cradle	397.40
142296	09/08/2009	QUINLAN & FABISH MUSIC CO.	Drum Heads, Mallets, Snare Sticks, Cymbal Cradle	294.10
142296	09/08/2009	QUINLAN & FABISH MUSIC CO.	Cymbal Screws and hi-hat clutch	18.00
142297	09/08/2009	QUINLAN & FABISH	Cymbals & stands	57.20
142297	09/08/2009	QUINLAN & FABISH	Cymbals & stands	1,177.30
142298	09/08/2009	QUILL CORP.		0.00
142299	09/08/2009	QUILL CORP.		0.00
142300	09/08/2009	QUILL CORP.	ED SUPPLIES-BELLAMY	120.62
142300	09/08/2009	QUILL CORP.	ED SUPPLIES-AMORELLA	87.90
142300	09/08/2009	QUILL CORP.	ED SUPPLIES-TARRANT	113.78
142300	09/08/2009	QUILL CORP.	SP/L SUPPLIES-HUGHES	105.65
142300	09/08/2009	QUILL CORP.	supplies	200.23
142300	09/08/2009	QUILL CORP.	VOICEMAIL MEMO BOOKS	24.24
142300	09/08/2009	QUILL CORP.	HR OFFICE SUPPLIES	155.87
142300	09/08/2009	QUILL CORP.	TEAM/Speech (Slivinski)	1,475.06
142300	09/08/2009	QUILL CORP.	ED SUPPLIES-VANDERMEULEN	99.10
142300	09/08/2009	QUILL CORP.	ED SUPPLIES-AMORELLA	399.96
142300	09/08/2009	QUILL CORP.	ED SUPPLIES-DOBIAS	217.76
142300	09/08/2009	QUILL CORP.	OFFICE SUPPLIES	179.50
142300	09/08/2009	QUILL CORP.	TEAM Supplies (Kennedy)	248.19
142300	09/08/2009	QUILL CORP.	HR OFFICE SUPPLIES	529.67
142301	09/08/2009	R & M SPECIALTIES	Orange stadium cups - 16 oz with navy imprint OPRF and a paw print	500.00
142302	09/08/2009	REMEDIA PUBLICATIONS	TEAM Supplies (Schoenbeck)	105.70
142303	09/08/2009	RESEARCH PRESS	ED SUPPLIES-AMORELLA	44.90
142304	09/08/2009	RIO GRANDE	Misc. Jewelry Supplies	112.00
142304	09/08/2009	RIO GRANDE	Misc. Jewelry Supplies	1,766.43
142305	09/08/2009	RIVER FOREST COMMUNITY CENTER	FINAL PAYMENT TO RFCC FOR FY 09 EARLY CHILDHOOD BLOCK GRANT	6,362.00
142306	09/08/2009	RWD ASSOCIATES, INC.	RESIDENCY INVESTIGATIONS	3,958.50
142307	09/08/2009	SADDLEBACK EDUCATIONAL INC	SP/L SUPPLIES-HUGHES	56.10
142307	09/08/2009	SADDLEBACK EDUCATIONAL INC	ED SUPPLIES-AMORELLA	76.89
142308	09/08/2009	SALKELD SPORTS INC, DIV OF KESSLER'	FIELD HOCKEY EQUIPMENT	349.48
142308	09/08/2009	SALKELD SPORTS INC, DIV OF KESSLER'	TEAM Supplies (Mary Young)	194.40
142309	09/08/2009	SARGENT WELCH/VWR INTL		0.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
142310	09/08/2009	SARGENT WELCH/VWR INTL	SCIENCE SUPPLIES	11.26
142310	09/08/2009	SARGENT WELCH/VWR INTL	SCIENCE SUPPLIES	43.60
142310	09/08/2009	SARGENT WELCH/VWR INTL	SCIENCE SUPPLIES	125.75
142310	09/08/2009	SARGENT WELCH/VWR INTL	SCIENCE SUPPLIES	99.75
142310	09/08/2009	SARGENT WELCH/VWR INTL	SCIENCE SUPPLIES	30.90
142310	09/08/2009	SARGENT WELCH/VWR INTL	SCIENCE SUPPLIES	2.09
142310	09/08/2009	SARGENT WELCH/VWR INTL	SCIENCE SUPPLIES	9.60
142310	09/08/2009	SARGENT WELCH/VWR INTL	SCIENCE SUPPLIES	90.84
142310	09/08/2009	SARGENT WELCH/VWR INTL	SCIENCE SUPPLIES	317.14
142311	09/08/2009	SCHOOL HEALTH	Pad Cartridge	218.44
142311	09/08/2009	SCHOOL HEALTH	TEAM Supplies (Schoenbeck)	430.40
142311	09/08/2009	SCHOOL HEALTH	TEAM Supplies (Schoenbeck)	198.00
142312	09/08/2009	SCHOOL OUTFITTERS	TEAM Supplies (Donatucci)	164.85
142313	09/08/2009	SCIENCE KIT & BOREAL LABS	SCIENCE SUPPLIES	4.91
142313	09/08/2009	SCIENCE KIT & BOREAL LABS	SCIENCE SUPPLIES	600.00
142313	09/08/2009	SCIENCE KIT & BOREAL LABS	SCIENCE SUPPLIES	1,010.38
142314	09/08/2009	SCOPE SHOPPE INC	SCIENCE SUPPLIES	4,270.00
142315	09/08/2009	SCRIPTLOGIC CORPORATION	DESKTOP AUTHORITY 1YR	5,870.00
142315	09/08/2009	SCRIPTLOGIC CORPORATION	HELP DESK AUTHORITY	2,171.85
			ISNTALLATION AND SUPPORT	
142316	09/08/2009	SECURATEX	EVENING BUILDING SECURITY	1,115.70
142317	09/08/2009	SERVICE SANITATION, INC.	SERVICE SANITATION 8/7	716.14
142318	09/08/2009	SHERWIN-WILLIAMS	2009/10 Open P.O. - Paint	59.60
			Supplies	
142318	09/08/2009	SHERWIN-WILLIAMS	2009/10 Open P.O. - Paint	329.88
			Supplies	
142319	09/08/2009	SIMPLEXGRINNELL LP	SERIVCE ON	436.92
			EXTINGUISHERS/PORTABLES	
			SYSTEMS	
142320	09/08/2009	SKYWARD	CRYSTAL REPORTS PROFESSIONAL	594.00
			ANNUAL MAINTENCE RENEWALS	
142321	09/08/2009	SONIA SHANKMAN ORTHOGENIC	JULY TUITION 4 STUDNETS	21,435.91
142322	09/08/2009	SOPATA, ARLENE	ADDITIONAL BUSINESS OFFICE	1,046.25
			HELP	
142323	09/08/2009	STOCKER, JACK	SNAP ACCT REFUND ID#130412	101.60
142324	09/08/2009	SUPERWARE HOUSE	TONER	495.96
142325	09/08/2009	TALASKE GROUP	BID AUDIO & CA AUDIO PROJECT	590.00
			#0926 FOOTBALL STADIUM	
142326	09/08/2009	TARGET.COM	TEAM/Speech (Slivinski)	119.71
142326	09/08/2009	TARGET.COM	TEAM Supplies (OT/PT)	540.60
142327	09/08/2009	TEACHER'S DISCOVERY	ED SUPPLIES-AMORELLA	110.55
142327	09/08/2009	TEACHER'S DISCOVERY	ED SUPPLIES-DOBIAS	99.56
142328	09/08/2009	TEN SIGMA	TEAM Supplies (Schoenbeck)	155.15
142329	09/08/2009	THE DISCOVERY SCHOOL OF VIRGINIA FO	JULY TUITION & R&B - M.S.	3,980.91
142330	09/08/2009	THE NEWBERRY LIBRARY	NTC 2009-10 DISTRICT	1,400.00
			MEMBERSHIP (20 SLOTS)	
142331	09/08/2009	THE PRINCETON REVIEW	SES TESTING	158.05
142332	09/08/2009	TRAINING WORKS SEMINARS	ONSITE SEMINAR SEPT 28 - 3	400.00
			PEOPLE	
142333	09/08/2009	TRITON COLLEGE	BILLING FOR FUTURE FOCUS	600.00
			SPONSORSHIP	
142334	09/08/2009	U-HAUL EXPRESSWAY	FOOD SERVICES PROPANE REFILL	33.25
142335	09/08/2009	U.S. POSTAL SERVICE	METER MACHINE NEOPOST	5,000.00
			#3361853	
142336	09/08/2009	UNITED PARCEL SERVICE	INVOICE DATE 8/15 - B&G	24.90
142336	09/08/2009	UNITED PARCEL SERVICE	INVOICE DATE AUG 8	186.11

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
142337	09/08/2009	VERNIER SOFTWARE & TECHNOLOGY	SCIENCE SUPPLIES	28,931.69
142338	09/08/2009	VINCENT, LISA	O/T	1,944.00
142339	09/08/2009	VILLAGE OF OAK PARK	DRIVERS ED GAS	225.59
142340	09/08/2009	VILLAGE OF OAK PARK		0.00
142341	09/08/2009	VILLAGE OF OAK PARK		0.00
142342	09/08/2009	VILLAGE OF OAK PARK		0.00
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60281970 @ 100-150 LINDEN 4/21 - 7/23	505.75
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60331936 @ 201 N SCOVILLE DAYCARE 7/7-8/3	47.60
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60281996 @164-166 N EAST 7/7-8/3	47.60
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60288828 @164-166 N EAST 7/7-8/3	17.85
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60288825 @200 N EAST 7/7-8/3	946.05
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60273799 @200 N EAST 7/7-8/3	2.00
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60259588 @ 520 ONTARIO 7/7-8/3	124.95
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60273777 @ 520 ONTARIO 7/7-8/3	464.10
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60189347 @ 520 ONTARIO 7/7-8/3	404.60
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60288826 @ 200 N EAST 7/7-8/3	1,535.10
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60288831 @ 170 N EAST 7/7-8/3	880.60
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60281981 @ 200 N EAST 7/7-8/3	916.30
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 60331921 @ 515 LAKE SPRINKLER 7/7-8/3	950.00
142343	09/08/2009	VILLAGE OF OAK PARK	WATER & SEWER METER 3106282 @ HYDRANT METER 7/23 - 8/10	62.79
142344	09/08/2009	VILLA PARK OFFICE EQUIPMENT	BOOKSHELVES, ROOM 436	661.00
142344	09/08/2009	VILLA PARK OFFICE EQUIPMENT	REPLACEMENT CHAIRS	590.00
142345	09/08/2009	WACO	SCIENCE SUPPLIES	1,779.25
142346	09/08/2009	WEDNESDAY JOURNAL	DR. WENINGER'S RENEWAL	20.00
142346	09/08/2009	WEDNESDAY JOURNAL	C. WITHAM'S RENEWAL	20.00
142346	09/08/2009	WEDNESDAY JOURNAL	PRINCIPAL RENEWAL 9/30/09	20.00
142347	09/08/2009	WEST	SCHOOL LAY GUIDEBOOK, 2009 EDITION	99.00
142348	09/08/2009	WESTERN PSYCHOLOGICAL SERVICES	Testing supplies for social work. Acct#52552	383.90
142349	09/08/2009	WILDER FITNESS EQUIPMENT	FREE WEIGHTS	9,163.60
142349	09/08/2009	WILDER FITNESS EQUIPMENT	WEIGHT ROOM EQUIPMENT	30,872.00
142350	09/08/2009	YOUNG, LAURA	REIMB FOR MEALS & HOTEL AP COLLEGE BOARD CONF 7/17-19	235.34
142351	09/08/2009	ZEPHYR CLEANERS	UNIFORM CLEANING - MARCHING BAND	721.50
142352	09/08/2009	BENESCRIPT	NETWORK CLAIMS	31,370.45

Totals for checks 907,402.87

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION FUND	92,624.86	280.20	391,698.43	484,603.49
14	CAFETERIA FUND	0.00	130.90	33.25	164.15
15	BOOKSTORE FUND	0.00	64,928.00	15,562.82	80,490.82
20	OPERATIONS & MAINTENANCE	0.00	0.00	68,439.88	68,439.88
22	RESTRICTED BUILDING FUND	0.00	0.00	7,390.00	7,390.00
40	TRANSPORTATION FUND	0.00	0.00	185,833.10	185,833.10
80	TORT IMMUNITY FUND	0.00	0.00	22,934.10	22,934.10
82	MEDICAL SELF INSURANCE FUND	0.00	0.00	31,370.45	31,370.45
84	ACTIVITY FUND	13,026.88	0.00	0.00	13,026.88
90	FIRE PREV & SAFETY	0.00	0.00	13,150.00	13,150.00
***	Fund Summary Totals ***	105,651.74	65,339.10	736,412.03	907,402.87

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

Oak Park and River Forest High School
District 200

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

TO: Board of Education

FROM: Linda Cada

DATE: September 8, 2009

RE: Center for Psychological Services Contract

BACKGROUND

As this District, and others across the state, move to a Response to Intervention model, different job responsibilities are evolving. The psychologists are probably most impacted. They will be asked to do considerable data collection in the general education classes and consult with teachers on appropriate interventions that can be used to increase student success.

SUMMARY OF FINDINGS

A contract psychologist from Comprehensive Psychologist Services will be doing initial testing for case studies making students eligible for Special Education services during this transition period, approximately two years. The psychologist will also be attending hospital discharge staffing. The money for these services was written into the ARRA IDEA grant for this purpose.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve The Center for Psychological Services Contract as presented.

PSYCHOLOGICAL SERVICES AGREEMENT

This Agreement is made effective as of _____, 2009 by and between Oak Park and River Forest High School District 200, and Center for Psychological Services, of 465 Central Ave., Suite 201, Northfield, IL 60093.

In this Agreement, the party who is contracting to receive services shall be referred to as "District 200," and the party who will be providing the services shall be referred to as "CPS".

CPS has a background in school psychology and is willing to provide services to District 200 based on this background. District 200 desires to have psychological services provided by CPS.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on _____, 2009, CPS will provide the following services, (collectively, the "Services"):

- Psychoeducational assessment
- Case consultation
- Direct services to students
- Attendance at MDC/IEP, manifestation and other conferences
- Psychological evaluation of a case study for purposes of determining eligibility for special education services.

2. PERFORMANCE OF SERVICES. The Services to be performed pursuant to this Agreement will typically be provided by an independent contractor designated by CPS. with approval by District 200. The assignment and review of work performed pursuant to this Agreement shall be made by the Director of Special Education. District 200 will rely on the assigned independent contractor to work as many hours as may be reasonably necessary to fulfill CPS's obligations under this Agreement. It is understood and agreed that the contractor has full dominion and control over the means by which services are to be performed under this Agreement and that any approval by District 200 of reports, methods, or techniques or evaluation of the quality of Services being provided shall not be construed to alter the independent contractor status of the CPS contractor.

3. PAYMENT. District 200 will pay a fee to CPS for the Services based on \$500.00 per day or \$275 per half-day for each assigned contractor, not to exceed \$75,000.00. In accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., all fees due CPS shall be paid within thirty (30) calendar days from the date of receipt of the invoice and with the approval of the District 200 Board. Any fees paid more than thirty day calendar after approval shall be deemed as past due and subject to interest of one per cent (1%) per month.

4. NEW PROJECT APPROVAL. CPS and District 200 recognize that CPS's Services will include working on various projects for District 200. CPS shall obtain the approval of District 200 prior to the commencement of any new projects and work on them will be performed only by prior mutual agreement.

5. TERM/TERMINATION. This Agreement shall terminate at will by either party except that District 200 may, at its sole discretion, require CPS to complete any pending assignment to 200's satisfaction prior to termination.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that CPS is an independent contractor with respect to District 200, and not an employee of District 200. District 200 will not provide fringe benefits, including health insurance benefits, paid vacation, nor any other employee benefit, for the benefit of CPS. As a result of the independent contractor relationship between District 200 and CPS, District 200 is bound by I.R.S. statutes to issue 1099 forms to C.P.S. for services paid. CPS shall provide District 200 with its federal employee identification number (F.E.I.N.).

7. EMPLOYEES AND SUBCONTRACTORS. CPS's professional staff shall meet all applicable professional licensing requirements. Professional staff and employees who perform services for District 200 under this Agreement shall also be bound by the provisions of this Agreement. Independent contractors to CPS shall also be bound by the provisions of this Agreement. CPS shall provide District 200 with professional references and comprehensive background checks, including drug screening and fingerprints, for all professional staff and employees and subcontractors who perform work pursuant to this Agreement. District 200 reserves the right to approve or disapprove the use of any, and all, CPS professional staff, employees and subcontractors in the performance of this Agreement.

8. INJURIES. CPS acknowledges CPS 's obligation to obtain appropriate insurance coverage including professional liability insurance, for the benefit of CPS (and CPS 's employees, independent contractors, and doctoral students, if any). Such insurance shall extend to District 200 as an additional named insured. District 200 shall have the right to review and approve all policies of insurance. CPS waives any rights to recovery from District 200 for any claim of injuries that CPS (and/or CPS 's employees, independent contractors, and doctoral students,) may sustain while performing services under this Agreement and that are a result of the negligence of District 200's officers, employees, agents or independent contractors. On each anniversary of the effective date of this Agreement, CPS shall provide District 200 with evidence of current insurance.

9. INDEMNIFICATION. CPS agrees to indemnify and hold District 200 harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against District 200 that result from the acts or omissions of CPS, CPS 's employees, independent contractors, and doctoral students, if any, and CPS 's agents.

10. CONFIDENTIALITY. CPS recognizes that District 200 has and will have the following information:

- Results of psychoeducational testing
- The identity of students receiving services
- Information deemed confidential by District 200

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of District 200. CPS agrees that CPS will not at any time or in any manner, either directly or indirectly, use any Information for CPS's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of District 200. CPS will comply with the Federal Family Educational Rights and Privacy Act, HIPAA, and the Illinois School Student Records Act. CPS will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

11. RETURN OF RECORDS. Upon termination of this Agreement, CPS shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in CPS's possession or under CPS 's control and that are District 200's property or relate to District 200's business.

12. NON-COMPETE AGREEMENT. Recognizing that CPS has a legitimate business interest in preventing unfair competition from its sub-contractors, District 200 agrees and covenants that during the period of this Agreement and for a period of one year following the termination of this Agreement, whether such termination is voluntary or involuntary, District 200 will not contract with any of the CPS employees to provided services for District 200 without the prior written consent of CPS. In the event that District 200 hires a CPS employee, it shall pay a finder's fee of \$10,000.00 to CPS.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for District 200:

Linda Cada, Director of Special Education
Oak Park and River Forest High School District 200
201 N. Scoville Ave.
Oak Park IL 60302

IF for CPS:

Center for Psychological Services
Daniel Lilie, Ph.D.

Director
Two Northfield Plaza, Suite 100
Northfield IL 60093

Such names and address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Illinois.

In witness whereof, the parties have executed this agreement on the date first set forth above.

Oak Park and River Forest High School District 200

By: _____

Dr. Dietra D. Millard
President, Board of Education

Center for Psychological Services

By: _____

Daniel Lilie, Ph.D.
Director, C.P.S.
FEIN 36-4429785

Oak Park and River Forest High School
District 200

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

TO: Board of Education

FROM: Jason Edgecombe

DATE: September 8, 2009

RE: Independent Worker Contracts

BACKGROUND

Annually the Board of Education is asked to approve contracts with independent workers for the provision of social work services (initial evaluations and annual reviews), physical therapy, and occupational therapy services. The contracts being presented at this time are for Occupational Therapy and Social Work Services. The Occupational Therapist, Ms. Lisa Vincent has been providing these services to the District for the past five (5) years. The recommended Social Worker, Ms. Patricia Woytek will be new this year, but she is a known quantity as she successfully completed her social work internship with the District during the previous school year.

Assuming the continued use of Independent Workers, Human Resources will in the future present these contracts during May or June rather than in September as is the current practice.

SUMMARY OF FINDINGS

The District has used contractual social work and occupational therapy services since the mid 1990s as a means of reducing its employee costs. The District's independent worker arrangement was recognized by the Internal Revenue Service in the early part of the century and has proven to be mutually beneficial for the independent worker and the District.

The hourly rate for Occupational Therapy remains the same as in 2008 – 2009 at \$72 an hour. The remuneration for social work service will be \$350 for initial evaluations, \$300 for re-evaluations, \$50 an hour for attendance at staffing, and \$27.50 an hour for classroom observations. The remuneration for social work services will be less than previous years given the inexperience of Ms. Woytek.

A copy of the Independent Worker contracts for social work occupational therapy services is attached for Board review.

RECOMMENDATION

Move the approval of the Independent Worker contracts as presented.

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

Professional Services Contract

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

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

SECTION 1. RECITALS

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

Service Provider: Lisa Vincent

Contact Person: Linda Cada

Address: 841 S. Highland Oak Park, IL 60304

Telephone: 773 - 505 - 9278

Email: _____

Fax: _____

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

Time Period of Work: August 26, 2009 - June 11, 2010

Fee/Rate: \$72.00 per hour for OT services.

Contract Administrator: Linda Cada, Director of Special Education

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

SECTION 2: SCOPE OF SERVICES

- A. Retention of the Service Provider: The School District retains the Provider to perform, and the Provider agrees to perform, the work described in Appendix A hereto ("Services"), subject to the terms and conditions of this Agreement.
- B. Commencement: The Provider shall commence the work upon receipt of written notice from the School District that this Agreement has been fully executed by the parties, and shall diligently and continuously provide the Services called for until completion of the work, or until termination of this Agreement by the School District, and in no event later than June 30, 2010.
- C. Direction: The Provider shall receive and follow instructions regarding the work from the Director of Special Education (Contract Administrator"); provided, however, that no employment relationship shall be created by such instructions, and the Provider shall in all respects function as an independent contractor.

SECTION 3. COMPENSATION

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

SECTION 4. PERSONNEL: SUBCONTRACTORS

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

SECTION 5. CONFIDENTIAL INFORMATION

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

SECTION 6. WARRANTY, INDEMNIFICATION AND INSURANCE

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

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

SECTION 7. GENERAL PROVISIONS

- A. Relationship of the Parties: The Provider shall act as an independent contractor in providing and performing the required services. Nothing in, nor done pursuant to this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and Provider; or (ii) to create any relationship between the School District and any subcontractor of the Provider.
- B. Conflict of Interest: The Provider represents and certifies that, (i) to the best of the Provider's knowledge, no School District employee or agent is interested in the business of the Provider or this Agreement; (ii) as of the date of this Agreement neither the Provider nor any person employed or associated with the Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iii) neither the Provider nor any person employed by or associated with the Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

- C. No Collusion: The Provider represents and certifies that the Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/1142.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 et seq. The Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the School District prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Provider shall be liable to the School District for all loss or damage that the School District may suffer, and this Agreement shall, at the School District's option, be null and void.
- D. Sexual Harassment Policy: The Provider certifies that she will be in complete compliance with the School Code of Illinois Sexual Harassment rules and regulations as described in Section 775 ILCS 5/2-105(A)(4) of the School Code.
- E. Termination: Notwithstanding any other provision hereof, the School District or the Provider may terminate this Agreement at any time with 30 days written notice. In the event that this Agreement is so terminated, the Provider shall be paid for services actually performed and approved reimbursable expenses actually incurred, if any, prior to termination, on the basis of the rates set forth in this Agreement. Any unearned portion of any payment shall be returned to the School District within 30 days.
- F. Term: The term of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be the beginning and ending of the school year or as otherwise agreed upon. At the conclusion of this Agreement services of the Provider must be completed or completed at some other date as may mutually be agreed upon. A determination of completion shall not constitute a waiver of any rights or claims, which the School District may have or thereafter acquire with respect to any breach thereof by the Provider.
- G. Default: If it should appear at any time that the Provider has failed or refused to execute, or has delayed in the execution of the services of this Agreement at a rate that assures completion of the services in a timely manner, or has otherwise failed or refused to satisfy the service expectations of this Agreement and fails to take corrective action (Event of Default) within ten business days after the Provider has received written notice of such Event of Default from the School District, then the School District shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. Cures by Provider. The School District may require the Provider, within a reasonable time period to complete or correct all or any part of the services that are the subject of the Event of Default and to take any or all other action necessary to bring the Provider and the Services into compliance with this Agreement.

2. Termination of Agreement by School District. The School District may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement with the submission of a 30-day written notice of termination to the Provider.
 3. Withholding of Payment by School District. The School District may withhold from any payment, whether or not previously approved, or may recover from the Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the School District as the result of any Event of Default by the Provider or as a result of actions taken by the School District in response to any Event of Default by the Provider.
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- I. No Additional Obligation: The Parties acknowledge and agree that the School District is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Provider, or with any vendor solicited or recommended by the Provider.
 - J. Agreements with Vendors: Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Provider to vendors shall be subject to the approval of the School Board. The School District shall not be liable to any vendor or other third party for any agreements made by the Provider purportedly on behalf of the School District, without the knowledge and approval of the School District.
 - K. Mutual Cooperation: The School District agrees to cooperate with the Provider in the performance of the services required under this Agreement, including meeting with the Provider and providing the Provider with such confidential and non-confidential information that the School District may have that may be relevant and helpful to the Provider in the performance of the services. The Provider agrees to cooperate with the School District in the performance of and the completion of the services.
 - L. News Releases: The Provider shall not issue any news releases or other public statements regarding services performed under this Agreement without prior approval from the School District.
 - M. Ownership: Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, and any other documents, data, or information, in any form, prepared, collected, or received by the Provider in connection with any or all of the services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the School District. At the School District's request, or upon termination of this Agreement, the Provider shall cause the Documents to be promptly delivered to the School District.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

EXECUTED this 24th day of September 2009.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

By _____
Cheryl Witham, Chief Financial Officer

Date _____

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

Date _____

By _____
Lisa Vincent, Service Provider

Date _____

APPENDIX A
Description of Work

The Provider is responsible for providing the School District with occupational therapy services for identified students as prescribed by the Special Education Division in keeping with the laws of the School Code of Illinois. The Provider is also responsible for completing Medicaid Fee for Service documents that assist the School District in obtaining reimbursement as prescribed by federal and state regulations. As available, the Provider will participate in student staffings for whom occupational therapy services have been provided, as appropriate, or as requested by the School District and conduct classroom observations as required by special education regulations. Such services will be provided during the school term, which is the period August 21, 2007 – June 6, 2008.

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 26, 2009 – June 12, 2010.
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 \$72.00 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.

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

Professional Services Contract

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

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

SECTION 1. RECITALS

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

Service Provider: Patricia R. Woytek, Certified School Social Worker

Contact Person: Linda Cada

Address: 742 South Cuyler Avenue Oak Park, IL 60304

Telephone: 708 – 524 – 5449

Email: patwoytek@ameritech.net

Fax: _____

Brief Description
of Services:

For identified students the Provider is to provide the School District with case study evaluations and re-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 24, 2009 – June 11, 2010

Fee/Rate: \$350.00/initial evaluation; \$300.00/re-evaluation; \$50.00 hourly for staffings beyond the first hour and \$27.50 for classroom observations per occurrence.

Contract Administrator: Linda Cada, Director of Special Education

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

SECTION 2: SCOPE OF SERVICES

- A. Retention of the Service Provider: The School District retains the Provider to perform, and the Provider agrees to perform, the work described in Appendix A hereto ("Services"), subject to the terms and conditions of this Agreement.
- B. Commencement: The Provider shall commence the work upon receipt of written notice from the School District that this Agreement has been fully executed by the parties, and shall diligently and continuously provide the Services called for until completion of the work, or until termination of this Agreement by the School District, and in no event later than June 30, 2010.
- C. Direction: The Provider shall receive and follow instructions regarding the work from the Director of Special Education (Contract Administrator"); provided, however, that no employment relationship shall be created by such instructions, and the Provider shall in all respects function as an independent contractor.

SECTION 3. COMPENSATION

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

SECTION 4. PERSONNEL: SUBCONTRACTORS

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

SECTION 5. CONFIDENTIAL INFORMATION

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

SECTION 6. WARRANTY, INDEMNIFICATION AND INSURANCE

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

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

SECTION 7. GENERAL PROVISIONS

- A. Relationship of the Parties: The Provider shall act as an independent contractor in providing and performing the required services. Nothing in, nor done pursuant to this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and Provider; or (ii) to create any relationship between the School District and any subcontractor of the Provider.
- B. Conflict of Interest: The Provider represents and certifies that, (i) to the best of the Provider's knowledge, no School District employee or agent is interested in the business of the Provider or this Agreement; (ii) as of the date of this Agreement neither the Provider nor any person employed or associated with the Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iii) neither the Provider nor any person employed by or associated with the Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

- C. No Collusion: The Provider represents and certifies that the Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/1142.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 et seq. The Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the School District prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Provider shall be liable to the School District for all loss or damage that the School District may suffer, and this Agreement shall, at the School District's option, be null and void.
- D. Sexual Harassment Policy: The Provider certifies that he will be in complete compliance with the School Code of Illinois Sexual Harassment rules and regulations as described in Section 775 ILCS 5/2-105(A)(4) of the School Code.
- E. Termination: Notwithstanding any other provision hereof, the School District or the Provider may terminate this Agreement at any time with 30 days written notice. In the event that this Agreement is so terminated, the Provider shall be paid for services actually performed and approved reimbursable expenses actually incurred, if any, prior to termination, on the basis of the rates set forth in this Agreement. Any unearned portion of any payment shall be returned to the School District within 30 days.
- F. Term: The term of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be the beginning and ending of the school year or as otherwise agreed upon. At the conclusion of this Agreement services of the Provider must be completed or completed at some other date as may mutually be agreed upon. A determination of completion shall not constitute a waiver of any rights or claims, which the School District may have or thereafter acquire with respect to any breach thereof by the Provider.
- G. Default: If it should appear at any time that the Provider has failed or refused to execute, or has delayed in the execution of the services of this Agreement at a rate that assures completion of the services in a timely manner, or has otherwise failed or refused to satisfy the service expectations of this Agreement and fails to take corrective action (Event of Default) within ten business days after the Provider has received written notice of such Event of Default from the School District, then the School District shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. Cures by Provider. The School District may require the Provider, within a reasonable time period to complete or correct all or any part of the services that are the subject of the Event of Default and to take any or all other action necessary to bring the Provider and the Services into compliance with this Agreement.

2. Termination of Agreement by School District. The School District may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement with the submission of a 30-day written notice of termination to the Provider.
 3. Withholding of Payment by School District. The School District may withhold from any payment, whether or not previously approved, or may recover from the Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the School District as the result of any Event of Default by the Provider or as a result of actions taken by the School District in response to any Event of Default by the Provider.
-
- I. No Additional Obligation: The Parties acknowledge and agree that the School District is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Provider, or with any vendor solicited or recommended by the Provider.
 - J. Agreements with Vendors: Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Provider to vendors shall be subject to the approval of the School Board. The School District shall not be liable to any vendor or other third party for any agreements made by the Provider purportedly on behalf of the School District, without the knowledge and approval of the School District.
 - K. Mutual Cooperation: The School District agrees to cooperate with the Provider in the performance of the services required under this Agreement, including meeting with the Provider and providing the Provider with such confidential and non-confidential information that the School District may have that may be relevant and helpful to the Provider in the performance of the services. The Provider agrees to cooperate with the School District in the performance of and the completion of the services.
 - L. News Releases: The Provider shall not issue any news releases or other public statements regarding services performed under this Agreement without prior approval from the School District.
 - M. Ownership: Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, and any other documents, data, or information, in any form, prepared, collected, or received by the Provider in connection with any or all of the services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the School District. At the School District's request, or upon termination of this Agreement, the Provider shall cause the Documents to be promptly delivered to the School District.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

EXECUTED this 24th day of September 2008.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

By _____
Cheryl Witham, Chief Financial Officer

Date _____

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

Date _____

By _____
Patricia Woytek, Service Provider

Date _____

APPENDIX A
Description of Work

The Provider is responsible for providing the School District with identified student case studies and re-evaluations as prescribed by the Special Education Division in keeping with the laws of the School Code of Illinois. The Provider is also responsible for completing Medicaid Fee for Service documents that assist the School District in obtaining reimbursement as prescribed by federal and state regulations. As available, the Provider will participate in student staffings for whom case studies and/or re-evaluations have been completed as appropriate or as requested by the School District and conduct classroom observations as required by special education regulations. Such services will be provided during the school term, which is the period August 21, 2007 – June 6, 2008.

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 21, 2007 – June 6, 2008.
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	\$350.00
B. Re-Evaluations	\$300.00
C. Student Staffings beyond the first hour	\$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 200***

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

TO: Board of Education

FROM: Cheryl Witham and Jason Edgecombe

DATE: September 8, 2009

RE: Insurance Broker Recommendation & Agreement

BACKGROUND

Recently Jason Edgecombe and I were individually approached by two separate brokers to discuss the District employee benefit programs. After comparing notes it was obvious that there were significant savings possible. Both brokers offered similar cost savings ideas. Jason and I met with both brokers to gain additional information and then we asked both brokers and Catherine Loney of CGC (the District's current broker) to submit a proposal for our review.

The renewal date for the employee benefits is 1/1/2010. In addition, we must advise FSEC of the increase in premium in October. Therefore, it was necessary for us to act quickly in order to gain Board approval in September.

SUMMARY OF FINDINGS

I have prepared a comparison chart of the proposals, which is attached. You will note that GCG has not offered many ideas that would generate savings. In fact, the only change is to offer COBRA administration for free.

Vista National has offered approximately \$118,000 of savings. In addition, Vista offers many additional services which would save the Human Resources Department time and effort. Vista also offers a comprehensive website and employee communication tools. They would also offer open enrollment on-line and an extensive employee wellness program. Their focus is on employee wellness. Long term, I believe that these extra services would be beneficial for the District.

CBC has offered the most comprehensive cost savings program. Their estimated cost savings is \$124,000. CBC has been very specific about the potential cost savings and has included these dollar amounts in their proposal. CBC does not offer on-line employee communication or other communication pieces, nor do they offer the other services that Vista National would provide. CBC does have the largest school district client base of the three and provides services for 6 of the 19 NWPA school districts. They are highly recommended by these school districts.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve the services of CBC, Broker for Insurance, for the 1/1/2010 Insurance Renewal and then re-evaluate the situation for the 1/1/2011 renewal.

Oak Park and River Forest High School
Request for Proposals for Employee Benefits Insurance Brokerages Services
September 2009

	GCG	Possible Savings	VISTA	Possible Savings	CBC	Possible Savings
Broker Fee	\$ 61,000.00		\$ 50,000.00	\$ 11,000.00	\$ 42,000.00	\$ 19,000.00
Cost Plus design (group together HMO and PPO and Self Fund Prescription Drugs (bid and use rebates)	N		Y	\$ 45,000.00	Y	\$ 45,000.00
Access Fees	NA		bid	\$ 40,000.00	bid	\$ 40,000.00
Life, LTD coverage	\$3.5%		1.75%	\$ 10,000.00	1.75%	\$ 10,000.00
Dental	NA		BID	\$ 10,000.00	BID	\$ 10,000.00
Wellness on site testing (paid by FSEC)	NA		NA		BID	\$ 50,000.00
	\$75 pp semi annual	\$ 1,000.00	\$85 pp annually		Did not provide a cost	
Flexible Spending Program	Suggestion to use our VEBA vendor		\$42/pm py	Saving time and effort in HR	NA	
Open Enrollment Process	Manual Process		On-line by EE	Saving time and effort in HR	Manual Process	
COBRA Administration	Free	Saving time and effort in HR	Free	Saving time and effort in HR	NA	
Employee Assistance Program	\$ 21.00		\$ 15.00	\$ 2,550.00	NA	
Website for employee information Reporting Meetings.	NA		FREE	Saving time and effort in HR	NA	
Wellness Fair	Poor Annual		Excellent Quarterly Large wellness fair on site		Good as needed Large wellness fair on site	
Potential savings		\$ 1,000.00		\$ 118,550.00		\$ 124,000.00

Oak Park and River Forest High School

District 200

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

DATE: September 8, 2009

TO: BOE

FROM: Nathaniel L. Rouse

RE: Residency Confirmation Process Information

Background

In light of recent questions surrounding our residency confirmation process, we would like to provide this information to the Board of Education in an effort to effectively outline our process for confirming residency.

Summary

The Residency Confirmation staff is currently supervised by the Assistant Principal for 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, and/or altered/forged leases and utility bills.

The RCO looks for key factors and runs names through public databases 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 APSHS 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 Superintendent and Board of Education for a determination as to whether collection of tuition is required.

Recommendation

None at this time, as this is information only.

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 200

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

TO: Board of Education

FROM: Jason Edgecombe

DATE: September 8, 2009

RE: Residency Confirmation Officer

BACKGROUND

This purpose of this memorandum is to re-introduce the Independent Worker Contract with R.W.D. and Associates, Inc. At the August meeting of the Finance Committee Board members requested that Ron Dibbern, the principal investigator for R.W.D. and Associates, Inc. meet with the Board to discuss the contract. In addition, the Board asked the ASHR to inquire of legal counsel about the viability of establishing a contractual arrangement with an independent firm.

SUMMARY OF FINDINGS

Legal counsel has advised that there are no legal impediments to a contractual arrangement with R.W.D. and Associates, Inc. Such Residency Confirmation contracts have been viewed by the courts as professional services arrangements and not subject to the bidding process. The District would be protected from liability issues based on the professional services insurance policy provided by the Company.

Board concerns about the methods used by R.W.D. and Associates, Inc. hopefully will be significantly reduced with the knowledge that during his 11-12 years of service as an employee of the District, the principal investigator Ron Dibbern had no recorded complaints revolving around methodology.

RECOMMENDATIONS

The Administration recommends the approval of an Independent Vendor Contract with R.W.D. and Associates, Inc. for residency confirmation services during the 2009 – 2010 school year.

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

Professional Services Contract

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

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

SECTION 1. RECITALS

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

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

District Contact Person: Janel Bishop

Address: 847 William Street River Forest, IL 60305

Telephone: 708 - 217 - 4000

Email: ronalddibbern@sbcglobal.net

Fax: _____

Brief Description of Services:

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

Time Period of Work: July 1, 2009 – June 30, 2010

Service Fee: \$47,502 annually for Residency Confirmation Services

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

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

SECTION 2: SCOPE OF SERVICES

- A. Retention of the Service Provider: The School District retains the Provider to perform, and the Provider agrees to perform, the work described in Appendix A hereto ("Services"), subject to the terms and conditions of this Agreement.
- B. Commencement: The Provider shall commence the work upon receipt of written notice from the School District that this Agreement has been fully executed by the parties, and shall diligently and continuously provide the Services called for until completion of the work, or until termination of this Agreement by the School District, and in no event later than June 30, 2010.
- C. Direction: The Provider shall receive and follow instructions regarding the work from the Assistant Principal for Student Health and Safety (Contract Administrator"); provided, however, that no employment relationship shall be created by such instructions, and the Provider shall in all respects function as an independent contractor.

SECTION 3. COMPENSATION

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

SECTION 4. PERSONNEL: SUBCONTRACTORS

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

SECTION 5. CONFIDENTIAL INFORMATION

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

SECTION 6. WARRANTY, INDEMNIFICATION AND INSURANCE

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

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

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

SECTION 7. GENERAL PROVISIONS

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS

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

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

Janel Bishop, Assistant Principal for Student Health and Safety

Contract Administrator

Oak Park and River Forest

High School District

201 N. Scoville

Oak Park, IL 60302 2296

Phone: 708 – 434 - 3208

Fax: 708-434-3921

E-mail: jbishop@oprfrhs.org

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

R.W.D. and Associates, Inc.

847 William Street

River Forest, IL 60305

Phone 708 – 217 - 4000

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

EXECUTED this 24th day of July 2009.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

By _____
Cheryl Witham, Chief Financial Officer

Date _____

By _____
Janel Bishop, Assistant Principal for Student
Health and Safety/Contract Administrator

Date _____

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

Date _____

APPENDIX A
Description of Work

The Provider is responsible for providing the School District with residency confirmation services for identified students/families as determined by the Registrar's Office in keeping with the laws of the School Code of Illinois. The Provider is also responsible for outcome reports on each student/family investigated. Such services will be provided during the school term, which is the period July 1, 2009 – June 30, 2010.

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, 2009 – June 30, 2010.
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 \$43,200 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.