

AGREEMENT FOR RESIDENCY INVESTIGATION SERVICES
R.E. WALSH AND ASSOCIATES, INC.
AND
OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT NO. 200

1.0. Engagement

This Agreement is entered into by and between R.E. Walsh & Associates, Inc. and Oak Park and River Forest High School District 200 for the purpose of retaining R.E. Walsh & Associates, Inc. to conduct school residency investigations at the direction of Oak Park and River Forest High School District 200 (“District”) Assistant Superintendent or designee.

2.0 Scope of Work

R.E. Walsh & Associates, Inc. agrees to conduct residency investigations at the direction of the District’s Assistant Superintendent or designee , which will include the following sources of information and techniques to determine a student’s residency within the District;

- Review of public records;
- Surveillance;
- Residential home visits; and/or
- Interviews of individuals

R.E. Walsh & Associates, Inc. agrees, upon the completion of the residency investigation, to submit a written report to the District outlining the investigation results and findings. R.E. Walsh & Associates also agree to testify, if necessary, at any administrative or court proceeding related to the student’s residency within the District.

3.0 Confidentiality

R.E. Walsh & Associates will maintain in confidence all information which has been or will be communicated to the District and will not reveal such information to anyone or utilize the information without prior approval of the District. All materials supplied by the District to R.E. Walsh & Associates will be returned at the conclusion of the investigation or upon the District’s request. R.E. Walsh & Associates will comply with the applicable provisions of the *Illinois School Student Records Act* and the *Family Educational Rights and Privacy Act* and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the District’s students and will not redisclose any written student records or student record information, other than directory information (i.e. student’s name, parent/guardian name, address, phone number). R.E. Walsh & Associates will use reasonable security measures to ensure records and documents are not erroneously disclosed to third parties.

4.0 Lawful Conduct

R.E. Walsh & Associates represents and warrants that it and all of its employees, agents and representatives hold and will continue to hold all federal, state and local licenses required by law to perform all services referenced herein. R.E. Walsh & Associates agrees that it shall not engage in any activity or project, in connection within any

assignment from the District, which is known by R.E. Walsh & Associates to be unlawful or illegal under any local, state or federal laws.

5.0 Subpoena or Third Party Efforts

R.E. Walsh & Associates, Inc. will promptly notify the District should any effort be made by subpoena, judicial action or other means (a) to gain access to materials, documents, or information of any kind in the possession of R.E. Walsh & Associates which is generated, obtained or learned as a result of the work performance of R.E. Walsh & Associates under this Agreement, or (b) to stop, interrupt or interfere with the performance of R.E. Walsh work pursuant to the Agreement.

6.0 Fees and Services

The District agrees to pay R.E. Walsh & Associates, Inc. \$85.00 per hour for the services outlined in Section 2.0 above not to exceed such without written approval of District 200. No additional services will be engaged in or costs incurred without prior approval of District 200. R.E. Walsh & Associates will bill the District for the residency investigation services outlined in Section 2.0 on a monthly basis. The District agrees to pay for such services within 30 days of receipt of the invoices. There is no requirement imposed upon the District pursuant to this Agreement to purchase any quota of services hereunder. The District shall not be obligated to pay for any services delivered that were not requested by the District and were not in accordance with the provisions of this Agreement.

7.0 Hiring of R.E. Walsh & Associates Employees

The District agrees it will not hire or subcontract with any employees or associates of R.E. Walsh & Associates, Inc. while this Agreement is in effect.

8.0 Liability Insurance

R.E. Walsh & Associates will provide the District proof of all insurance required herein. R.E. Walsh & Associates will not allow any sub-consultant to commence services until all similar insurance required of the sub-consultant, including automobile liability, has been so obtained and approved by R.E. Walsh & Associates. R.E. Walsh & Associates shall furnish the District with an original Certificate of Insurance and endorsement to the policies with Oak Park and River Forest High School District 200 named as an Additional Insured for General and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the District. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to the District. The foregoing Certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (30) days prior written notice has been given to the District.

<u>Type</u>	<u>Coverage (occ/agg)</u>
Commercial General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
Workmen's Compensation	As required by Illinois law
Professional Liability	\$2,000,000

9.0 Effective Date and Term of Agreement

The term of this Agreement shall commence on November 1, 2012 and terminate on June 30, 2014.

10.0 Termination

Either party to this Agreement may terminate the Agreement, with or without cause, with 30 days prior written notice to the other party.

11.0 Severability

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

12.0 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

13.0 Agreement Modifications

No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

14.0 Stipulations as to Liability

Subject to applicable state law, neither party to this Agreement shall be liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party.

15.0 Indemnification

To the full extent allowed by law, R.E. Walsh & Associates shall indemnify, defend and hold harmless the District, its board of trustees, board members individually, administrators, agents, representatives and volunteers, from and against any and all claims, demands, causes of action, losses, liabilities and damages, including reasonable attorney fees and court costs, to the extent arising from any negligent act or omission of R.E. Walsh & Associates or its employees, agents or associates, any breach by R.E. Walsh & Associates of any provision of this Agreement, or any violation by R.E. Walsh & Associates of any applicable state or federal statute, rule or regulation. This indemnification obligation shall not be limited by a limitation on amount or type of

damages, compensation or benefits payable by or for R.E. Walsh & Associates or a Sub-consultant under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. To the full extent allowed by law, the District shall indemnify, defend and hold harmless R.E. Walsh & Associates, from and against any and all claims, demands, causes of action, losses, liabilities and damages, arising from any negligent act or omission of the District or any violation by the District of any applicable state or federal statute, rule or regulation.

16.0 Assignment of Agreement

This Agreement may not be assigned without the prior written consent of the District.

17.0 Employment Status

No R.E. Walsh associate or employee shall in any way be considered an employee, associate or agent of the District nor shall any R.E. Walsh associate or employee be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights afforded to employees of the District.

18.0 No Third-Party Beneficiaries

This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

For and on behalf of:

Richard G. Toll, Partner
R.E. Walsh & Associates, Inc.
1415 22nd Street, Tower Floor
Oak Brook, Illinois 60523

Terry Finnegan, President of BOE
Oak Park and River Forest HS District 200
201 North Scoville Avenue
Oak Park, Illinois 60302

Date: _____

Date: _____