

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

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

TO: Board of Education

FROM: Cyndi Sidor, Chief School Business Official
Greg Johnson, Assistant Superintendent

DATE: June 27, 2019

RE: Triton College Evening School Agreement and OPRFHS

BACKGROUND:

Attached is an agreement with Triton College for Board of Education consideration. The Agreement is between District 200 and Triton College for its use of the OPRFHS campus for its evening school program. This is an initiative with all of the Des Plaines Valley Regional high schools.

SUMMARY OF FINDINGS:

The contract is similar to previous years, although per the advice of our legal counsel, it includes a revision to the insurance provisions. This agreement is for two years and expires June 30, 2021.

Additionally, since this contract was first presented to the Board at the Committee of the Whole on June 18, our legal counsel has reviewed the contract and deemed that all parties are appropriately covered for any liabilities, and no changes are necessary to the indemnification clauses.

RECOMMENDATION:

The administration recommends the Board approve the two-year Agreement with Triton College as presented.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COMMUNITY COLLEGE DISTRICT 504
AND
SCHOOL COLLEGE PARTNERSHIP MEMBERS**

Pursuant to the Illinois Intergovernmental Cooperation Act as outlined in 5 ILCS 220/3, this **AGREEMENT** (hereinafter “Agreement”) is made and entered into this _____ day of _____, 2019, by and between **COMMUNITY COLLEGE DISTRICT 504**, commonly known as Triton College (hereinafter “COLLEGE”), **COUNTY OF COOK AND STATE OF ILLINOIS** and **SCHOOL COLLEGE PARTNERSHIP MEMBER Board of Education of Oak Park River Forest School District** (hereinafter “DISTRICT”), Oak Park, ILLINOIS.

WITNESSETH:

WHEREAS, the DISTRICT operates a High School (the “School”) located at 201 N. Scoville Ave., Oak Park, IL 60302 and desires to host COLLEGE classes in said premises; and,

WHEREAS, the COLLEGE desires to use rooms in said premises for classes;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed by and between the COLLEGE and the DISTRICT as follows:

1. **TERM OF AGREEMENT** - The term of this Agreement will be from August 1, 2019 through and including June 30, 2021, unless sooner terminated as herein set forth. The premises, including the School, shall be made available to the COLLEGE for use on three evenings per week as agreed by the parties from 6:00 p.m. to 10:00 p.m. for the term of this Agreement. The parties may agree, on a case by case basis, to make the premises available prior to 6:00 p.m. Athletic facilities may not be available until 8:00 PM unless prior approval is obtained from the Superintendent of the DISTRICT or designee.

2. **DESIGNATION OF ROOMS & RENT** – The COLLEGE and the DISTRICT shall mutually agree which rooms will be available to the COLLEGE pursuant to this Agreement. The COLLEGE may request specific rooms and the DISTRICT will use reasonable efforts to accommodate such request. The District may, in its sole discretion, refuse a specific request for space. The DISTRICT agrees that it shall charge \$1,600.00 per year to the COLLEGE for use of the rooms provided for classes.

3. **UTILITIES AND OTHER SERVICES** - The DISTRICT agrees to provide heat, light, water and electricity for the premises.

The DISTRICT agrees to pay for all heat, light, water, electric and power bills which are charged, levied or taxed with respect to utilities furnished for the COLLEGE’S use and occupancy of the premises for no additional cost or charge to the COLLEGE.

The DISTRICT agrees to provide janitorial service for maintenance of the areas provided for no additional cost or charge to the COLLEGE.

The DISTRICT agrees to provide assignments to rooms with audiovisual equipment if requested by COLLEGE for no additional cost or charge. In the event COLLEGE requests an audiovisual equipped room and one is not available, COLLEGE will provide, maintain and support its own audiovisual equipment, which will be stored in a locked and secure location at DISTRICT.

4. **ACCESS TO ROOMS** - The COLLEGE shall have exclusive use of all rooms provided for COLLEGE classes on the days and times once they are agreed upon by both parties as stated herein. The COLLEGE shall not have early access to rooms **for instruction** unless prior written approval from the Superintendent of the DISTRICT or designee is obtained. The DISTRICT shall grant the COLLEGE reasonable access prior to 6:00 p.m. for any necessary set up or

preparation. Except in cases of an emergency, no one affiliated with the DISTRICT shall interrupt any of the classes or interfere with any student, teacher or administrator attending said classes for any reason, without advance written notice to an authorized representative of the COLLEGE.

5. **DIRECTORS** – An Extension Center Director shall be hired by the COLLEGE, following consultation and reasonable approval of the DISTRICT. The Extension Center Director shall be an independent contractor of both the COLLEGE and the DISTRICT and shall not be entitled to any of the benefits of employment provided to employees, agents or faculty of the COLLEGE or the DISTRICT, including worker’s compensation or accrual of tenure. The COLLEGE shall pay the Extension Center Director \$7,312.00 annually. This payment shall be payment for acting as Extension Center Director for twelve (12) hours per week and eighteen (18) weeks per semester. The Extension Center Director shall have the following responsibilities:

- a. Supervise COLLEGE students, staff, and faculty when classes are in session at the DISTRICT;
- b. Be present and available at the office of the COLLEGE extension center, located at the DISTRICT, from 6:00 p.m. until 10:00 p.m. or until all students have left the premises. If courses are scheduled for earlier than 6:00 p.m., the Director shall provide office coverage no less than thirty (30) minutes prior to the beginning of classes.
- c. Schedule courses and program offerings for all classes held at the DISTRICT. The course and program offerings shall be determined by the COLLEGE’s Assistant Dean of Continuing Education based upon the needs of the community and input from the

Extension Center Director. The schedule should include a listing of days the DISTRICT is closed and courses shall not be scheduled on such days. The Director may add new courses as necessary and write course outlines and provide other curricular work upon request from, or following the written approval of, the Assistant Dean of Continuing Education.

- d. Schedule meetings with the COLLEGE's Assistant Dean of Continuing Education upon receiving the schedule for the upcoming semester.
- e. Examine and assign new and existing courses to ensure that dates, times, and room locations are correct.
- f. Welcome students, faculty, and staff in the office located at the DISTRICT each night that courses are offered.
- g. Visit DISTRICT classrooms upon the request of the Assistant Dean of Continuing Education to monitor any potential issues that may arise.
- h. Pick up mail for the Extension Center at the COLLEGE each week. Mail will be located in the A Building (A-201).
- i. Deliver any completed midterms and finals to the Assistant Dean of Continuing Education's mailbox in the Learning Resource Center located at the COLLEGE.
- j. In ample time, notify the COLLEGE's Assistant Dean of Continuing Education of all anticipated needs, special requests, and potential problems.
- k. Communicate to the DISTRICT all upcoming audiovisual needs for COLLEGE classes for rooms assigned without audiovisual capabilities.

- l. Confirm course assignments prior to the beginning of each class to determine that each class will be offered by notifying the School of Continuing Education office at the COLLEGE (708-456-0300, ext. 3500).
- m. Operate the Extension Center in a monetarily efficient manner with the goals of reducing costs and maximizing revenue for the year.
- n. Serve as a liaison between the COLLEGE and the staff at the DISTRICT, particularly regarding effective use of rooms and facilities.
- o. Monitor parking in and around the site to ensure safety for COLLEGE instructors and students.
- p. Monitor all instructors' assignments and verify completion and submission of student evaluation and survey forms for each class, to be submitted to the Assistant Dean of Continuing Education.
- q. Provide instructor handouts, including completing necessary copying if needed, as appropriate and maintain instructor mailboxes regularly.
- r. Be familiar with and complete all forms required by COLLEGE.
- s. Expedite the completion of required forms including, but not limited to, drafts of upcoming semester offerings, midterm verifications, final grade sheets, and attendance forms to comply with all deadlines.
- t. Immediately alert the School of Continuing Education at the COLLEGE in the event an instructor is not present.
- u. Assist in the marketing effort of the COLLEGE and its programs at functions such as parent nights and open houses, which shall be pre-approved by the DISTRICT, and promote COLLEGE programs by providing brochures, flyers, and speaking with

parents and community groups about services and courses available as such opportunities become available.

v. No secretarial support services shall be provided by the COLLEGE, thereby requiring that some ministerial tasks are completed by the Extension Site Director.

6. **SUPPLIES** - The COLLEGE will purchase necessary course supplies for the operation of classes offered at the DISTRICT.

7. **COURSE WAIVERS** – One course waiver will be issued up to a maximum of two (2) for DISTRICT employees during the term of this Agreement. The Director will forward any course waiver requests to the Assistant Dean of Continuing Education for final approval.

8. **DAMAGES AND INSURANCE** – In the event the COLLEGE damages the DISTRICT’S property, reasonable wear and tear excepted, the COLLEGE shall, at the COLLEGE’S sole cost, repair any such damage. The repair shall be to a condition at least equivalent to the condition of the affected area immediately before the damage. If the COLLEGE does not repair the damage within 14 business days after receiving written notice from the DISTRICT, or a lesser time if the DISTRICT reasonably determines the damage creates an emergency situation, the DISTRICT may repair the damage and the COLLEGE shall reimburse the DISTRICT for the costs the DISTRICT incurs within 30 business days after the DISTRICT provides a written invoice to the COLLEGE.

The COLLEGE shall provide the DISTRICT with a certificate of insurance as detailed below for the period covered by this Agreement.

- Commercial General Liability Coverage
 - \$1,000,000 Per Occurrence
 - \$50,000 Damage to Rented Premises (Each Occurrence)

- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- Workers Compensation Coverage
 - Statutory limits
 - Employers Liability Limits of \$500,000/\$500,000/\$500,000

The COLLEGE will provide the DISTRICT with a certificate of insurance naming the DISTRICT additional insured on a primary and non-contributory basis.

The DISTRICT shall provide the COLLEGE with a certificate of insurance as detailed below for the period covered by this Agreement.

- Commercial General Liability Coverage
 - \$1,000,000 Per Occurrence
 - \$50,000 Damage to Rented Premises (Each Occurrence)
 - \$1,000,000 Personal & Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
- Workers Compensation Coverage
 - Statutory limits
 - Employers Liability Limits of \$500,000/\$500,000/\$500,000

The DISTRICT will provide the COLLEGE with a certificate of insurance naming the COLLEGE additional insured on a primary and non-contributory basis.

9. **INDEMNIFICATION** - The DISTRICT agrees, to the extent permitted by Illinois law, to indemnify, hold harmless and defend the COLLEGE, each of its Trustees in their official capacity or individually, its agents, its employees and its students against all damages, loss,

costs, expenses and attorney's fees for injuries suffered by DISTRICT faculty, staff, students, visitors, invitees, and guests in any way caused by or arising from, incident to, connected with or growing out of the use or occupation of the DISTRICT's facilities by the DISTRICT, or in any other manner caused by, arising from, incident to, connected with or growing out of the condition or state of repair of the DISTRICT's facilities occupied or used by the COLLEGE, occasioned by or in connection with the use or occupation of the DISTRICT's facilities or the performance of any activities taking place on the DISTRICT'S facilities permitted by the Intergovernmental Agreement during the term of said Intergovernmental Agreement, regardless of whether the DISTRICT's insurance carriers deny coverage of any such damages, losses, costs, expenses and attorney fees.

The COLLEGE agrees, to the extent permitted by Illinois law, to indemnify, hold harmless and defend the DISTRICT, each of its School Board Members in their official capacity or individually, its agents and its employees against all damages, loss, costs, expenses and attorney's fees for injuries suffered by COLLEGE faculty, staff, students, visitors, invitees and guests in any way caused by or arising from, incident to, connected with or growing out of the use or occupation of the DISTRICT's facilities by COLLEGE, or in any other manner caused by, arising from, incident to, connected with or growing out of the condition or state of repair of the DISTRICT's facilities occupied or used by COLLEGE, occasioned by or in connection with the use or occupation of the DISTRICT's facilities in the performance of any activities taking place on the DISTRICT's facilities permitted by the Intergovernmental Agreement during the term of said Intergovernmental Agreement, regardless of whether the COLLEGE's insurance carriers deny coverage of any such damages, losses, costs, expenses and attorney fees.

10. FINGER-PRINT BASED CRIMINAL HISTORY RECORDS CHECK – The DISTRICT shall perform finger-print based criminal history records checks on all COLLEGE employees providing services at the DISTRICT’s facilities. The finger-print based criminal history records shall be sufficient to satisfy the DISTRICT’S obligations under Section 10-21.9 and 34-18.5 of the Illinois School Code (105 ILCS 5/10-21.9 and 105 ILCS 5/34-18.5). The DISTRICT shall furnish the COLLEGE with copies of such records checks if so requested by the COLLEGE. The College shall reimburse the District for the cost of such records checks.

11. TERMINATION OF AGREEMENT - Upon thirty (30) days written notice, the COLLEGE or the DISTRICT may terminate this Agreement or any renewal thereof. Classes in session at the time of termination shall be permitted to complete the then current term under the terms and conditions stated herein.

12. RENEWAL OF AGREEMENT- This Agreement may be renewed by mutual agreement of the parties.

13. NOTICE - Any notice required or permitted under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, or certified mail, postage prepaid addressed:

If to the COLLEGE:

Susan M. Campos
Vice President, Academic Affairs
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

cc: Sarie E. Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 3400
Chicago, Illinois 60602

If to the DISTRICT:

Greg Johnson
Assistant Superintendent
Oak Park River Forest High School
201 North Scoville Avenue
Oak Park, Illinois 60302

14. **NON-DISCRIMINATION** – Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer.

15. **COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT** – Each party certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105. If either party has more than 25 employees, each party certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

16. **GOVERNING LAW** – This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Cook County or the federal district court for the Northern District of Illinois, located in Chicago.

17. **FORCE MAJEURE** - Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of

such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

IN WITNESS THEREOF, a duly authorized representative of Triton College and a duly authorized representative of DISTRICT executes this Agreement in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

FOR THE COLLEGE:

**Triton College
River Grove, Illinois**

SIGNATURE ATTESTING

Mark R. Stephens, Chairman
Board of Trustees of Triton College

Diane Viverito, Secretary
Board of Trustees of Triton College

FOR THE DISTRICT:

**Oak Park and River Forest High School
Oak Park, Illinois**

SIGNATURE ATTESTING

Dr. Jackie Moore, President
Board of Education of Oak Park and River
Forest High School

Craig Iseli, Secretary
Board of Education of Oak Park and River
Forest High School