

April 9, 2009

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday, April 9, 2009, in the Board Room of the high school.

Call to Order

President Conway called the meeting to order at 7:35 p.m. A roll call indicated the following members were present: John C. Allen, IV, Jacques A. Conway, Valerie J. Fisher, Dr. Ralph H. Lee, Dr. Dietra D. Millard (attended telephonically from India), Sharon Patchak-Layman, and John P. Rigas. Also present were Dr. Attila J. Weninger, Superintendent; Jason Edgecombe, Assistant Superintendent for Human Resources; Cheryl Witham, Chief Financial Officer; Jack Lanenga, Assistant Superintendent for Operations; and Gail Kalmerton, Executive Assistant/ Clerk of the Board of Education.

Visitors

Kay Foran, Communications and Community Relations Coordinator; Faye Morris and Tom Kirchner of OPRFHS Buildings and Grounds, Burcy Hines, community member, Judie Wilson of the League of Women Voters; Matt Brandon of SEIU; John Relias (departed at 8:26 p.m.) and James Zuehl (departed at 10:19 p.m.) of Franczek Radelete & Rose; and Paul Keller of Ancel Glink (departed at 9:46 p.m.); Terry Dean of the *Wednesday Journal*; and Debra Kadin of the *Chicago Tribune*.

Visitor Comments

Matt Brandon, secretary/treasurer of Local 73 SEIU, representing OPRFHS's custodial, maintenance, and security staff, addressed the Board of Education.

Mr. Brandon thanked Dr. Weninger and Mr. Edgecombe for putting in the long negotiating hours, including being involved in a session that lasted until 4:30 a.m. and for putting in great work to come to agreement to maintain the OPRFHS workforce. The effort was appreciated. He would not be telling the truth if he said that "we" said "we" agreed to everything proposed, but the feeling that the contract was the best possible deal at the time. He outlined the things that may have caused the tentative contract to be voted down.

- 1) The membership learned of something said that put things in a different light.
- 2) The language in the draft contract was different from the agreed upon language in the TA's, which happens often and can be corrected.
- 3) A fear on the part of the membership as to what to expect in the future.

Mr. Brandon expressed the wish to go back to the negotiating table to resolve the issues and the differences that have arisen since the last meeting with Dr. Weninger, Mr. Edgecombe, and the SEIU. He acknowledged that the Board of Education members faced hard decisions, especially with the nature of the economy, but felt they would make the best choice for the residents, students, and staff at OPRFHS.

Mr. Conway responded that he was informed that people had misinterpreted his comments at the March 26 Board of Education meeting and he wanted to clarify that issue. He certainly would have made that clarification if he had been asked the question. For the record, he said he was not for outsourcing and he did not support outsourcing, but as a decision for the Board of Education, it agreed to look at outsourcing. He would not have looked at it as a way to lower the wage or benefits for employees. He has been a union person all of his adult life, he is still a union member and he supported the issues that unions face. He apologized if his words were misinterpreted that someone said the Board of Education was using outsourcing as a way of lowering the wages. That was an interpretation, not his words. He would have appreciated the opportunity to respond to that group of individuals who were not there to hear what he had said themselves or did not have the written testimony as to what they believed to have occurred.

Mr. Conway asked SEIU to let their members know that the Board of Education bargained in good faith; there were two separate tracks: 1) a track of outsourcing; and 2) a track of negotiating with Buildings and Grounds. They did not meet. The Board of Education still had to look at what outsourcing would bring to the District and what a contract with B&G would bring. In the end, the Board of Education supported a contract with B&G, which was separate from outsourcing. He stood on the fact that he was not a fan of outsourcing and he supported the employees. If they had any questions about his words, he asked that they be directed to him and he will respond accordingly.

Mr. Brandon believed Mr. Conway should have the opportunity to ask the question; he had not known what was actually said. They have to have faith and confidence in the Board of Education, Dr. Weninger, Mr. Edgecombe and in the employees. He believed this could be worked out to a satisfactory agreement.

Closed Session

At 7:47 p.m. on Thursday, April 9, 2009, Mr. Rigas moved to enter closed session for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against

an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA.93—57; Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11); and collective negotiating matters between the District and its employees or their representatives or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2); seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

At 10:27 p.m. on Thursday, April 9, the Board of Education reconvened its open session.

Adjournment

At 10:28 p.m. on Thursday, April 9, 2009, Dr. Lee moved to adjourn; seconded by Ms. Fisher. A roll call vote resulted in all ayes. Motion carried.

Jacques A. Conway
President

Dr. Ralph H. Lee
Secretary