



River Forest
Public Schools

Administration Building

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AGREEMENT FOR PARTICIPATION IN PRE-KINDERGARTEN PROGRAM

This Agreement is made and entered into on the date set forth below, by and between the Board of Education of River Forest School District No. 90, Cook County, Illinois (“the School District”) and the River Forest Community Center, an Illinois not-for-profit corporation (“RFCC”).

The Parties agree as follows:

1. **PURPOSE:** In order to support additional inclusion opportunities for the School District’s pre-kindergarten students with special needs, RFCC and the School District have agreed to provide for enrollment of District 90 pre-kindergarten students in RFCC’s pre-kindergarten program on the terms and conditions set forth herein.
2. **TERM AND TERMINATION:** This Agreement will be in effect beginning on July 1, 2017 and ending on June 30, 2018. Thereafter, this Agreement will continue in effect from year to year, for the period from July 1 to June 30, unless terminated as provided herein.

The parties will review this Agreement annually in January of each contract year. Either party may terminate this Agreement effective as of June 30 by providing prior written notice of termination to the other party no later than February 15 of the year in which termination is to occur. (For example, in order to terminate this Agreement effective June 30, 2018, written notice of termination must be provided by February 15, 2018.)

3. **THE PROGRAM:** RFCC operates a half-day pre-kindergarten program providing learning experiences for community children who are four years of age, with classes occurring Monday through Friday on school days during the school term (September – May) from 9:00 a.m. to 11:30 a.m. each school day, at its location at 8020 Madison Street in River Forest, Illinois (“the Program”). In the event that RFCC will cease to operate the Program as described herein, RFCC agrees to give the School District at least 180 days’ prior written notice.
4. **RESPONSIBILITIES OF THE SCHOOL DISTRICT:** The School District agrees as follows:
 - a. For the school term (September – May), the School District will enroll up to six (6) students in the Program, in the School District’s discretion. The School District is not required to enroll any certain number of students.
 - b. For each student enrolled in the Program by the School District, the School District will pay to RFCC the amount of Three Hundred Dollars (\$300.00) per month. Future renewals will be subject to the fees set by RFCC for the school year. Fee amounts for the upcoming school year will be communicated to the School District by RFCC in January. Charges will be invoiced by RFCC on a monthly basis. Payment will be made by the School District after receipt of the invoice, in accordance with the Local Government Prompt Payment Act (50 ILCS 505).
 - c. The School District will assign a Special Education Teacher to provide services to the School District’s students who are enrolled in the Program, in accordance with each student’s Individualized Education Program (“IEP”), consistent with the following provisions:

- i. The Special Education Teacher will be solely employed or contracted by the School District. The Special Education Teacher will not have any employment or contractual relationship with RFCC.
 - ii. The Special Education Teacher will provide services at the Program location, within the classroom, for three (3) mornings per week. The Special Education Teacher's Program work days (three mornings per week) will be scheduled by the School District in consultation with RFCC. The Special Education Teacher's work hours within the Program will be 8:30 a.m. to 12:00 p.m.
 - iii. The Special Education Teacher will provide services to the School District's students who are enrolled in the Program, typically via co-teaching with RFCC's assigned classroom teacher.
 - iv. The Special Education Teacher will work collaboratively with RFCC's assigned classroom teacher to implement services within the classroom.
- d. The School District will assign a Speech-Language Pathologist to provide services to the School District's students who are enrolled in the Program, in accordance with each student's IEP, consistent with the following provisions:
- i. The Speech-Language Pathologist will be solely employed or contracted by the School District. The Speech-Language Pathologist will not have any employment or contractual relationship with RFCC.
 - ii. The Speech-Language Pathologist will provide services at the Program location, within the classroom, for one (1) morning per week. The Speech-Language Pathologist's Program work day (one morning per week) will be scheduled by the School District in consultation with RFCC. The Speech-Language Pathologist's work hours within the Program will be 8:30 a.m. to 12:00 p.m.
 - iii. The Speech-Language Pathologist will provide services within the classroom to the School District's students who are enrolled in the Program.
- e. The School District will collaborate with RFCC to provide for high-quality programming within the Program.
- f. When possible, the School District will invite RFCC pre-kindergarten teachers to attend Early Childhood professional development presentations within the School District.
- g. The School District will direct and oversee the Special Education Teacher and the Speech-Language Pathologist.
- h. The School District will arrange for the Special Education Teacher and the Speech-Language Pathologist and any other school district employees to undergo a fingerprint-based criminal history records check in compliance with Section 10-21.9 of the Illinois *School Code*, at the School District's expense.
- i. At RFCC's request and upon receipt of the forms from RFCC, the School District will provide RFCC's enrollment forms to parents/guardians of the School District's students who will be enrolled in the Program, for parents/guardians to complete and return to RFCC.

To comply with DCFS regulations, the RFCC enrollment forms must be completed and returned to RFCC prior to a student starting in the RFCC program.

- j. The School District will maintain open lines of communication with RFCC, and will designate an administrator to coordinate activities under this Agreement and to serve as the contact person for communications with RFCC.

5. RESPONSIBILITIES OF RFCC: RFCC agrees as follows:

- a. For the school term (September – May), RFCC will permit the School District to enroll up to six (6) students in the Program, in the School District’s discretion.
- b. The School District’s students who are enrolled in the Program will be assigned to one class. For that class, RFCC will limit enrollment to 20 students in total. Of those students, at least seventy percent (70%) must be students without IEPs.
- c. RFCC will assign a Teacher to provide instruction to children enrolled in the Program (including the School District’s students), consistent with the following provisions:
 - i. The Teacher will be solely employed or contracted by RFCC. The Teacher will not have any employment or contractual relationship with the School District. RFCC will direct and oversee the Teacher.
 - ii. RFCC is responsible for providing a Teacher for all hours of operation of the Program.
 - iii. The Teacher will work collaboratively with the School District’s Special Education Teacher to implement co-teaching and other services within the classroom.
 - iv. For the School District’s students who are enrolled in the Program, during Program hours when the School District’s Special Education Teacher is not present, the Teacher will implement accommodations and modifications as required by each student’s IEP.
 - v. The Teacher will collaborate with the School District’s Speech-Language Pathologist with regard to relevant services, accommodations and modifications for the School District’s students.
- d. RFCC will collaborate with the School District to provide for high-quality programming within the Program.
- e. For the Teacher and any other RFCC employee or agent who will have direct, daily contact with the School District’s students, RFCC (at its expense) will ensure compliance with Section 10-21.9 of the Illinois *School Code* relating to fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database, and RFCC will provide proof of compliance to the School District.
- f. RFCC will monitor the requirements for any DCFS background check that may be required of the Special Education Teacher and the Speech-Language Pathologist, including whether

the fingerprint-based criminal history records check to be obtained in compliance with *School Code* Section 10-21.9 (105 ILCS 5/10-21.9) fulfills the DCFS background check requirements. RFCC will notify the School District of the applicable DCFS requirements, and the School District will instruct the Special Education Teacher and the Speech-Language Pathologist to work with RFCC in fulfilling the requirements. RFCC will remain responsible for ensuring that the requirements are identified and fulfilled.

- g. The Teacher, or another preschool teacher assigned by RFCC, will attend IEP meetings for the School District's students enrolled in the Program.
 - h. In the event that the School District wishes to enroll additional students (more than six per term) in the Program, RFCC will consider enrolling the student(s) as appropriate in light of Program capacity and classroom rosters.
 - i. In the event that RFCC becomes aware of problems, concerns, or issues with the School District's students, parents, or staff in Program, RFCC will contact the School District's Director of Education to report, problem-solve and collaborate.
 - j. RFCC will maintain open lines of communication with the School District, and will designate an administrator to coordinate activities under this Agreement and to serve as the contact person for communications with the School District.
 - k. RFCC will maintain the confidentiality of student information in accordance with the "Confidentiality" section of this Agreement.
 - l. RFCC will comply with all applicable laws, regulations, rules and ordinances relating to the operation of the Program.
 - m. RFCC will not unilaterally dismiss from the Program any student who is enrolled by the School District. With regard to any student who is enrolled in the Program by the School District, in the event that student-related issues arise and/or RFCC feels that the Program is not appropriate for the student, RFCC will notify the School District and meet with School District representatives to discuss potential solutions.
 - n. RFCC will permit the School District to assign additional School District employees or contracted service providers (for example, an Occupational Therapist) to provide services within the Program (which could include providing direct services to the School District's students and/or consulting with the Special Education Teacher, Speech-Language Pathologist and/or Teacher), as the School District determines is warranted based upon the needs of its students and the provisions of each student's IEP.
6. **STUDENT INFORMATION:** Prior to releasing student record information to RFCC (including but not limited to IEPs), the School District will seek written consent from the student's parent/guardian. In the event that the parent/guardian declines to provide written consent, the School District will determine what information (if any) can be released to RFCC.
7. **CONFIDENTIALITY:** For purposes of implementing this Agreement, RFCC may have access to information that constitutes "school student records" as defined in the Illinois School Student Records Act (105 ILCS 10/1, *et seq.*) and/or "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA," 20 U.S.C. §1232g) and/or "personally identifiable information" as defined in FERPA's implementing regulations (34 CFR §99.3), which information

is hereinafter collectively referred to as “Student Information.” With regard to Student Information:

- a. RFCC will maintain the confidentiality of all Student Information and will not redisclose Student Information except as permitted or required by law.
 - b. RFCC will comply with all applicable laws and/or regulations, including FERPA and the Illinois School Student Records Act, relating to confidentiality, privacy, and data security.
 - c. RFCC will have access to Student Information on an “as needed” basis, only as necessary to implement its activities under this Agreement.
 - d. When RFCC is provided access to Student Information, RFCC (and its employees) will use the information only for the purposes for which access was provided.
 - e. RFCC agrees that it will comply with 34 CFR §99.33(a) relating to the use and redisclosure of Student Information.
 - ~~f. RFCC agrees to maintain the confidentiality of Student Information using at least the degree of care and security as RFCC uses to maintain the confidentiality of its own confidential information.~~
 - g. RFCC agrees to direct its owners, directors, members, employees, and agents to adhere to the confidentiality requirements set forth herein.
 - h. Upon termination, cancellation, expiration, or other conclusion of this Agreement, RFCC shall return all Student Information to the School District and shall delete all Student Information from its operational systems.
8. PARTICIPATION BY VISITING STUDENTS: The parties acknowledge that RFCC partners with: (i) Triton College in permitting classroom observations and volunteer work by Triton College students who are enrolled in Early Childhood certificate or degree programs; and (ii) Oak Park River Forest High School (“OPRF”) in permitting volunteer work by OPRF students who are participating in the OPRF transition program. With regard to the Program classroom attended by the School District’s students, RFCC agrees to permit such observations and volunteer activities only if the following conditions are met prior to participation by the Triton College/OPRF student observer or volunteer (“the Visiting Student”):
- a. A consent form (Exhibit 1) has been signed by the parent/guardian of each School District student who is enrolled in the Program; and
 - b. The Visiting Student has signed a confidentiality agreement (Exhibit 2), and ~~an RFCC or District 90 employee supervises the observer/volunteer directly. The observer/volunteer will be required to undergo a fingerprint-based criminal history records check in compliance with Section 10-21.9 of the Illinois School Code, and/or fingerprinting and authorization for background check mandated by DCFS, as applicable.~~

The School District will provide the consent form to parents/guardians for signature. RFCC will provide the confidentiality agreement to Visiting Students for signature.

9. INDEPENDENT CONTRACTORS: RFCC and the School District acknowledge and agree that they are contractors independent of one another, and that this Agreement does not create an

employer-employee relationship, partnership, joint venture, agency, or any other such relationship.

10. **PERSONNEL RESPONSIBILITIES:** RFCC will be solely responsible for personnel administration matters relating to RFCC's employees, including but not limited to: compensation; benefits; compliance with all federal, State and local tax withholding; workers' compensation; and other deductions and withholdings as may be required by law. The School District will be solely responsible for personnel administration matters relating to the School District's employees, including but not limited to: compensation; benefits; compliance with all federal, State and local tax withholding; workers' compensation; and other deductions and withholdings as may be required by law.
11. **INSURANCE:** During the term of this Agreement, RFCC will maintain comprehensive general liability insurance coverage in at least the following amounts: one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, from companies and in form acceptable to the School District. In addition, RFCC will cause the School District and its Board of Education, Board members, and employees to be added as additional insureds on said policy. On or before the date of RFCC's execution of this Agreement, RFCC will furnish to the School District a current certificate of insurance evidencing said coverage.
12. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its board members, employees, volunteers and agents, against and from any and all liability, damage, claim, demand, judgment, cause of action, cost, expenses (including reasonable attorneys' fees), and losses (collectively "Loss") to the extent the Loss arises out of the acts or omissions of the indemnifying party.
13. **SEVERABILITY:** Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions will not be affected, and the illegal, unenforceable or invalid part, term or provision will be deemed to be amended to the minimum extent necessary to render it legal, valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.
14. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and sent via certified mail with return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to the School District:

River Forest School District No. 90
c/o Director of Special Education
7776 Lake Street
River Forest, Illinois 60305

If to RFCC:

River Forest Community Center
c/o Dick Chappell, Executive Director of RFCC
8020 Madison Street
River Forest, Illinois 60305

Either party may change such addresses from time to time by providing notice as set forth above.

15. MISCELLANEOUS:

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- b. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- c. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.
- d. Neither party may assign its rights or responsibilities under this Agreement without the prior written consent of the other party.
- e. The covenants and conditions contained in the Agreement shall apply to and bind the parties and their heirs, successors, and permitted assigns.
- f. The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- g. No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the School District and RFCC, by their duly authorized representatives, have signed and executed this Agreement on the date indicated below.

BOARD OF EDUCATION OF RIVER FOREST SCHOOL DISTRICT NO. 90

By: _____ Date: _____
_____ President

Attest: _____ Date: _____
_____ Secretary

RIVER FOREST COMMUNITY CENTER

By: _____ Date: _____
_____ Chairman

Attest: _____
Secretary

Exhibit 1

Consent for Participation by Visiting Students

River Forest Community Center partners with Triton College to provide for classroom observations and volunteer work by Triton College students who are enrolled in Early Childhood certificate or degree programs. In addition, River Forest Community Center partners with Oak Park River Forest High School (“OPRF”) to provide volunteer opportunities to OPRF students who are participating in the OPRF transition program. Participation by the students from Triton College and OPRF (“the Visiting Students”) occurs periodically and includes observations and volunteer services relating to classroom activities. While present in the classroom, Visiting Students will witness activities that include the provision of instruction to students, students receiving educational services and related services, and students engaged in educational and social classroom activities. Visiting Students who observe or volunteer are expected to maintain confidentiality relating to student information evident during the classroom visit. By signing below, you agree that observations and volunteer activities can occur while your child is present in the classroom and can include your child.

Child’s Name: _____

Parent/Guardian Name: _____

With regard to observations and volunteer activities in the River Forest Community Center pre-kindergarten classroom by Visiting Students (as described above), I agree that observations and volunteer work can occur while my child is present in the classroom. I hereby consent to my child being present in the classroom during, and included in, the observations and volunteer activities.

Signature of Parent/Guardian

Date

Exhibit 2

Classroom Observer/Volunteer Confidentiality Acknowledgement

In connection with my observations and/or volunteer activities in the pre-kindergarten classroom at River Forest Community Center, I acknowledge and agree as follows:

1. I will maintain the confidentiality of student information and I will not disclose student identifying information to others.
2. I understand that I am strictly prohibited from posting any student-related information on social media.
3. I understand that I am strictly prohibited from taking photographs or making video recordings of students.
4. With regard to student information constituting “school student records” as defined in the Illinois School Student Records Act (105 ILCS 10/1, *et seq.*) and/or “education records” as defined in the Family Educational Rights and Privacy Act (“FERPA,” 20 U.S.C. §1232g) and/or “personally identifiable information” as defined in FERPA’s implementing regulations (34 CFR §99.3): I acknowledge that such information is protected and highly confidential, that I have no right to access such information without permission, and that in the event such information is disclosed to me I must maintain the information in strict confidence and I cannot redisclose the information.
5. I understand that these obligations apply to all students in the classroom, including students enrolled by River Forest School District No. 90.

Signature of Observer/Volunteer

Date

Print Name