



Revised: 4/23/18

AGENDA
SPECIAL MEETING
BRESNAN MEETING CENTER
706 Kenwood Road
Champaign, Illinois
Wednesday, April 25, 2018
5:30 p.m.

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC. *Comments limited to not more than three (3) minutes.*

C. NEW BUSINESS

1. Approval of Full-Time Staff Wage Increase for FY19 and Position Classification Caps Increase
2. Approval of Amendment No. 1 to the Agreement with the Board of Trustees of the University of Illinois for Summer Employment of Student Athletes

D. DISCUSSION ITEMS

E. COMMENTS FROM COMMISSIONERS

F. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Park. 120/2(c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; (c)(6) the setting of a price for sale or lease of property owned by the public body; and (c)(11) to address pending litigation.

G. RETURN TO REGULAR MEETING

H. EXECUTIVE SESSION ACTION ITEMS

1. Approval of a Resolution Authorizing Unit 4 School District to Undertake Demolition at Spalding Park
2. Approval of an Intergovernmental Agreement for Submission to Unit 4 School District regarding Spalding Park

I. ADJOURN



REPORT TO PARK BOARD

FROM: Joe DeLuca, Executive Director
DATE: April 12, 2018
SUBJECT: Full-Time Staff Wage Increases Fiscal Year 2019

Introduction

It has been the policy of the Park Board of Commissioners and the Executive Director to recognize that employees are our greatest resource and to compensate them fairly while being conscious of the District's budget. This past year the staff have excelled and I feel they have warranted a merit increase, I have attached a list of staff accomplishments from this past year. I am recommending the Board approve a merit increase to reward full time 1 and 2 staff for their accomplishments.

Prior Board Action

Fiscal Year	% Approved Increase	\$ Approved Increase Pool	% Proposed for FY 2019	\$ Proposed for FY 2019
2008-09	4.00%	\$ 90,000		
2009-10	2.50%	\$ 62,965		
2010-11	2.30%	\$ 57,500		
2011-12 ^A	2.20%	\$ 59,343		
2012-13	3.20%	\$ 96,707		
2013-14	3.50%	\$ 90,968		
2014-15	3.00%	\$ 97,000		
2015-16	3.00%	\$ 90,500		
2016-17	2.50%	\$ 73,955		
2017-18	2.50%	\$ 76,188		
2018-19			3.5%	\$112,358
			3.25%	\$104,337
			3.0%	\$96,308
			2.75%	\$88,278
			2.5%	\$80,257
A	This was a one-time bonus to eligible employees as determined by the Executive Director			
NOTE	Each year wage increases include all FT1 and FT2 positions, except the Executive Director and CUSR staff.			

Background

The Park District has been providing merit increases only since 2005. Prior to that year staff received a cost-of-living increase in May and a merit increase in September each year. Staff no longer receive a cost-of-living increase. The merit increases have been used to motivate and compensate employees for their excellent performance.

During this fiscal year the turnover has dropped to a more than ten year low of 4.94%. Retaining a loyal, satisfied staff is important to the District for continuity and to provide excellent services to the public. Our goal remains to be focused on maintaining the turnover rate below 10% and improve our retention of outstanding employees. Providing competitive wages will assist District leadership with this goal.

Last fiscal year the Park Board approved an increase pool of \$76,188 which was 2.5% of overall wages. The CPI for the FY2018-19 tax levy year is 2.1%.

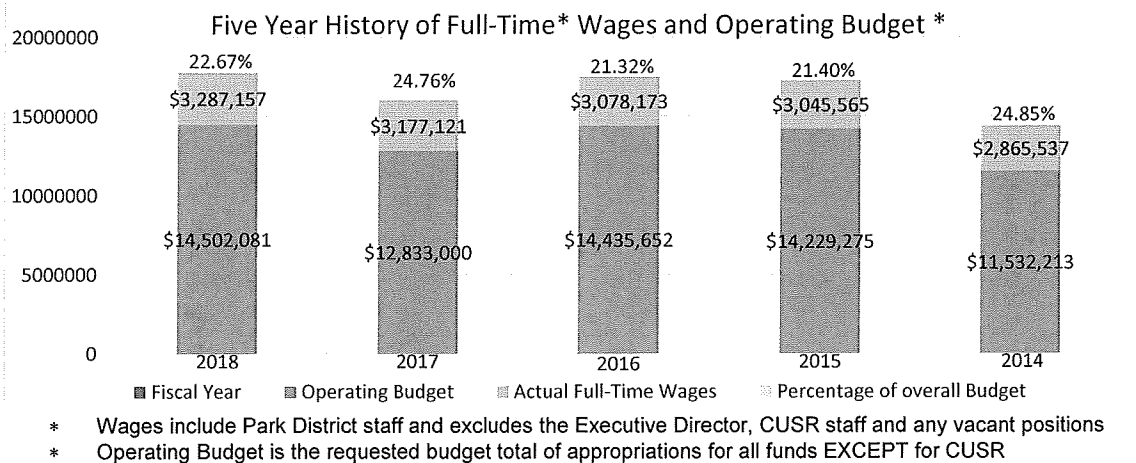
The Park District is predicted to come in under budget for full time wages by the end of the current fiscal year as a result of replacing outgoing staff with staff starting at lower wages and the time between an employee leaving and the position being filled. The amount budgeted for wages for these position in 2017-2018 was \$3,319,922. The projected wages at the end of the fiscal year is \$3,287,157. The savings will reach just over \$30,000.

The Park District is expecting tax revenue to increase by more than \$900,000 in FY 2019. A 3% merit increase would be nearly 10% of that increase. In addition, staff are projecting an FY 2019 operating budget carryover of approximately \$1,000,000 to the FY 2019 budget.

Current wages are \$3,250,033 annually, which includes all Park District staff and excludes the Executive Director, CUSR staff and one vacant position. The CUSR administrative board will recommend an increase for CUSR staff that will be reflected in the Park District budget which will be presented to the Park Commissioners for approval, but generally it is the same as the Park District's increase.

The current wages, \$3,250,033, are used to calculate the proposed percentage increase. The increase pool excludes any positions that will not be receiving an increase due to position changes or they have not been in the position for more than six months. Any positions that have been here less than one year, but more than six months will receive a prorated increase. Those prorated increases have been calculated into the options provided.

Below is a chart summarizing the operating budget approved by the Board of Commissioners for the past five years along with the actual/projected full time wages (excluding the Executive Director and CUSR staff) for the past five years and the percentage these wages are of the operating budget.



Last year the starting pay classifications remained steady while increasing only the cap. The salary classification document is used by staff to ensure each position is paid within the proper range. Again this year the recommendation is to increase only the cap by the CIP (2.1%) the starting wage ranges are not recommended to increase. All employees with wages over the cap for this classification are provided with a bonus and not a wage increase. Staff who are slightly under the cap, but would go over with an increase will receive the increase up to the cap and then provided a bonus for the remaining amount. There are potentially four employees who will be over the cap if there is a wage increase of more than 2.1%.

Where possible, staff over the classification cap are given the opportunity to develop skills and work toward more responsible positions to bring their wages within the pay range. The proposed classification changes are a part of the FY 2019 budget, as well as attached to this document.

Increases for staff are based on performance scores on a 5.0 scale. If a merit increase is provided by the Board of Commissioners staff with scores at 3.6 or higher will have earned the full percentage increase. Those with a score of 2.6 to 3.59 will be provided the full increase less .5 percent. Those with a score of 1.6 to 2.59 will have 1 percent deducted and any staff below 1.6 will not receive an increase. Performance evaluations are wrapping up in the next week, from the forms received in Human Resources so far it appears all staff will be getting the full increase.

Below is a list of what other local agencies are providing or considering for their staff this fiscal year as follows:

2018 Performance/Wage Increase Survey

District/Municipality	Approved or Proposed Increase	Notes
City of Champaign	2.5% + Performance increase ranging between 1.7 to 2.0%	This is for non-bargaining staff.
Champaign County Forrest Preserve District	2% minimum adjustment with different wage increases based on years of experience.	In 2017 after a compensation study they increased 3% for their Schedule A positions (administrative and professional) and 6% for their Schedule B positions (labor and trades). They also increased pay scale ranges 2% and 5% for A and B respectively
Urbana Park District	The Commissioners are considering 3.1%.	Additional 3% one-time bonus for eligible employees.
Urbana-Champaign Sanitary District	CPI plus 2.87% will be proposed	
Champaign Unit #4 Schools	Proposed 3.8% increase for non-union staff	

Potential Budget Impact

I have provided suggested options for the Board of Commissioners to consider. All increases have been based on the current wages of \$3,250,033 (all full time 1 and 2 positions except the Executive Director, CUSR staff, and one vacant position) several options are listed below. All employees will be evaluated based on performance goals or standards, and if eligible, would receive a performance increase.

Options	Percent Increase	Cost Over Current Wages
Option 1	3.5% increase	\$112,358
Option 2	3.25% increase	\$104,337
Option 3	3.0% increase	\$96,308
Option 4	2.75% increase	\$88,278
Option 5	2.5% increase	\$80,257

Recommended Action

I am recommending the board approve option 3 for a 3.0% increase for all qualified FT1 & FT2 employees, and to increase position classification caps by 2.1%.

Prepared by:

Reviewed by:

Tammy Hoggatt
Director of Human Resources

Joe DeLuce
Executive Director



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 20, 2018

SUBJECT: Agreement with the Division of Intercollegiate Athletics

Background

The University of Illinois (U of I), Division of Intercollegiate Athletics has requested the Champaign Park District (Park District) assist in providing summer jobs to student-athletes. The purpose is to help the students engage with and serve as mentors to children in our community. The Park District has successfully employed student-athletes for several years during the summer months through one (1) year agreements executed by the Executive Director. The agreement process has changed and requires a two (2) year commitment by approving Amendment #1 to the Agreement.

For the next two years, if approved, the Park District will hire four (4) students and pay them at minimum wage. The U of I will reimburse the Park District for the cost of wages and all applicable payroll taxes. The Park District will have authority to hire and terminate the students as needed between June 1, 2018 and May 1, 2020.

Prior Board Action

None.

Budget Impact

The budget will not be impacted as all wages and taxes will be reimbursed by the University of Illinois.

Recommended Action

Staff recommends approval of Amendment #1 to the Agreement between the Board of Trustees of the University of Illinois to hire student-athletes for the next two (2) years.

Prepared by:

Reviewed by:

Tammy Hoggatt, SPHR SHRM-SCP
Director of Human Resources

Joe DeLuce, CPRP
Executive Director

**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND**

The Champaign Park District

This Agreement is made and entered into as of the date of the last party signed hereto by and between the The Champaign Park District, a nonprofit organization, whose principal address is 706 Kenwood Road, Champaign, Illinois, ("Contractor") and the Board of Trustees of the University of Illinois, a body corporate and politic, whose principal address is in Urbana, Illinois, on behalf of its Division of Intercollegiate Athletics ("University").

WHEREAS, University desires to assist its student-athletes in obtaining summer employment opportunities; and

WHEREAS, employment with the Contractor provides student-athletes with opportunities to engage with and serve as mentors to children in the Champaign-Urbana community, as well as a summer job that does not interfere with their training schedules;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

TERM. The term of this Agreement shall be from June 1, 2017 through May 31, 2018. Either party may terminate this Agreement upon 30 days' written notice. The parties may renew this Agreement upon written amendment for four (4) additional one year terms. Rates may be reassessed upon renewal.

UNIVERSITY RESPONSIBILITIES. The University shall:

- A. Provide Contractor with a list of student-athletes available for summer employment. Summer employment shall be from June 1, 2017 through August 15, 2017.
- B. Direct student-athletes chosen for employment by the Contractor to contact Contractor personnel office.
- C. Reimburse Contractor for the cost of wages paid to student-athletes at a rate equal to the federal minimum wage as set by the United States Department of Labor, plus applicable payroll taxes. No overtime will be reimbursed. Total reimbursement for all student-athletes hired under this Agreement shall not exceed \$10,000.00.
- D. Immediately remove any student-athlete from the Contractor's premises if the University, in its sole discretion, deems the student-athlete's health or welfare to be threatened. In such event, the University will notify the Contractor in writing of its actions and the reasons for its actions as soon as practicable. If the University desires to remove a student-athlete for any other reason, it shall notify the Contractor in writing of the reasons for the removal.

CONTRACTOR RESPONSIBILITIES. Contractor shall:

- A. Select student-athletes from the list of student-athletes available for summer employment. Summer employment shall be from June 1, 2017 through August 15, 2017.
- B. Provide proper training, supervision and safety equipment to the student-athletes.
- C. Oversee all employment aspects for any student-athlete hired to work by Contractor, including payroll, time and attendance, and discipline, if necessary.

- D. Provide copies of individual timesheets, as well as payroll checks issued to student-athletes to the University along with an invoice summarizing the total reimbursement requested.
- E. Immediately remove any student-athlete from the Contractor's premises for behavior that the Contractor, in its sole discretion, deems to be an immediate threat to the health and welfare of Contractor's clients, staff members, visitors or Contractor's operations. In such event, the Contractor shall notify the University in writing of its actions and the reasons for its actions as soon as practicable. If the Contractor desires to remove a student-athlete for any other reason, it shall notify the University in writing of the reasons for the removal and shall consult with the University before removing the student-athlete.
- F. Comply with all city, state, and federal laws with regard to the student-athletes' employment, including background checks, if necessary, appropriate payroll deductions, et cetera
- G. Comply with NCAA, Big Ten Conference, and University of Illinois rules regarding the employment of student-athletes as described in this Agreement and Exhibit A attached and incorporated hereto.
- H. Monitor the number of hours worked by each student-athlete. As the employer of student-athlete, Contractor agrees to take on all financial liability for any overtime hours it allows employee to incur and will reimburse University for any and all fees, damages and any other type of pecuniary penalty University incurs from Contractor failing to pay student-athlete's overtime as required by Federal and State law. Contractor will also indemnify University for any costs or fees, including legal fees, incurred by University in defending any allegations based on the number of hours worked by student-athletes.
- I. Set the student-athlete's hourly rate of pay, with the understanding that Contractor's reimbursement for such wages is limited to the federal minimum wage (see above).
 - a. In accordance with NCAA and Big Ten rules and regulations, compensation paid to the student-athlete shall only be for work actually performed and the rate of payment shall be commensurate with the going rate paid by Contractor to other similarly situated individuals.
 - b. In accordance with NCAA and Big Ten rules and regulation, compensation paid to student-athletes may not include any remuneration for the value or utility that the student-athlete may have for the employer because of the publicity, reputation, fame or personal following the student has obtained because of his or her athletic ability.
 - c. In accordance with NCAA and Big Ten rules and regulations, contractor shall not provide any student-athletes in their employment with any extra benefits or services beyond the standard remuneration received by any of Contractor's other employee performing similar services.
- J. Accept all financial liability for engaging in conduct described within this Agreement and its incorporated attachments as being a violation of NCAA or Big Ten rules and regulations. Contractor will reimburse University for any and all fees, damages and any other type of pecuniary penalty University incurs based primarily on Contractor's actions. Contractor will also indemnify University for any costs or fees, including legal fees, incurred by University in defending any allegations based on violations of NCAA or Big Ten rules caused primarily by Contractor's actions.
- K. Provide all applicable employee benefits and insurance, including all necessary workers' compensation and general liability insurance.

EMPLOYMENT STATUS. At all times when the student-athlete is performing services for Contractor, the student-athlete is and shall be considered for all purposes an employee of Contractor. Contractor will

have full authority to direct and evaluate the student-athlete's performance of such duties, so long as student-athlete is not asked to engage in any conduct that would violate this Agreement or violate NCAA or Big Ten rules and regulations.

INDEMNIFICATION. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to any third party.

INDEPENDENT CONTRACTORS. Notwithstanding any other provision of this Agreement, the relationship between the Contractor and the University is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint ventures between the parties.

DISCRIMINATION. Contractor agrees that it is an equal opportunity employer, does not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of any classes of individuals protected by Federal or Illinois law.

SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.

ASSIGNMENT. Neither party nor any subsidiary, successor, partner, employee, agent, or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other.

WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

DEFAULT. In the event that either party fails to comply with the terms of this Agreement, then the non-defaulting party shall have the right to enforce this Agreement by obtaining any remedy available to it under law or equity in the State of Illinois.

NOTICES. All notices required pursuant to this Agreement shall be in writing and sent by either certified mail, return receipt requested, or by commercial overnight courier service to the party's representative named below. Notices shall be effective upon actual receipt. Each party may change its representative at any time by written notice to the other party.

The Champaign Park District	UNIVERSITY OF ILLINOIS
Attention: Joseph DeLuce, Executive Director	Attention: John Chipman, DIA
706 Kenwood Road	Division of Intercollegiate Athletics
Champaign, Illinois 61821	1700 S. Fourth Street

Champaign, IL 61820


COUNTERPARTS/FACSIMILE SIGNATURES. This Agreement may be signed in counterparts, all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.

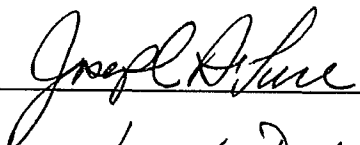
ENTIRE AGREEMENT. This Agreement and any written addendum to it executed in writing by the parties constitutes the entire Agreement between the Contractor and the University, and may be changed, modified or amended only by mutual written agreement executed by both parties.

In witness whereof, the parties have caused this Agreement to be executed effective as the day and year of the last party signed below.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

The Champaign Park District

By: 
Walter K. Knorr, Comptroller
By Ashley Gorman, Coordinator for University Contracts
Ashley Gorman,
Date: Coordinator for University
Contracts
2017.06.01 15:03:42 -05'00'

By: 
Printed: Joseph DeLore
Title: Executive Director
Date: 5/23/17

Approved as to legal form by LTI 4/18/16.



THE UNIVERSITY OF ILLINOIS



**EMPLOYMENT OF STUDENT-ATHLETES:
A SUMMARY OF NCAA, CONFERENCE AND UNIVERSITY RULES**

Please note that this is a summary only and should not be relied upon as a comprehensive or exhaustive reproduction of all applicable rules. If you should have any questions about rules or their application regarding student-athlete employment, please contact Sarah McPhee in the Compliance Office at 217-265-0733.

NCAA Bylaw 12.4.1, Criteria Governing Compensation to Student-Athletes.

- Compensation may be paid to a student-athlete:
 - (a) Only for work actually performed, and
 - (b) At a rate commensurate with the going rate in that locality for similar services.

NCAA Bylaw 12.4.1.1, Athletics Reputation.

- Compensation to student-athletes may not include any remuneration for the value or utility that the student-athlete may have for the employer because of the publicity, reputation, fame or personal following that he or she has obtained because of athletics ability. Additionally, student-athletes may not appear in nor have their names or photographs used in any commercial or printed advertisements for the purpose of promoting a business, product or service, even if they are not compensated.

Example: A UI student-athlete's name or picture cannot appear on any advertisement to promote any business or product.

Example: It is not permissible for a UI student-athlete to receive compensation related to his or her speaking or lecturing at any function.

Example: A UI student-athlete may be employed by an insurance agency but the student-athlete's name, photograph or appearance cannot be used to promote the business.

NCAA Bylaw 12.4.2.1, Fee-for-Lesson Instruction.

- UI student-athletes may receive compensation for teaching or coaching sports skills or techniques in their sport on a fee-for-lesson basis. However, such employment is only permissible under the following circumstances:
 - 1) Institutional facilities are not used;
 - 2) Playing lessons are not permitted (for example, playing one-on-one is not considered a lesson);
 - 3) The compensation is paid by the lesson recipient (or the recipient's family) and not another individual or entity;
 - 4) The Compliance Office is provided with documentation of the recipient of the lesson(s) and the fee for the lesson(s) provided during any time of the year. This documentation will be kept on file in the Compliance Office;
 - 5) Instruction to each individual is comparable to the instruction that would be provided during a private lesson when the instruction involves more than one individual at a time; and
 - 6) The student-athlete does not use his or her name, picture or appearance to promote or advertise the availability of fee-for-lesson sessions.

NCAA Bylaw 12.4.2.3, Athletics Equipment Sales.

- A student-athlete may not be employed to sell equipment related to the student-athlete's sport if his or her name, picture or athletics reputation is used to advertise or promote the product, the job or the employer. If the student-athlete's name, picture or athletics reputation is not used for advertising or promotion, the student-athlete may be employed in a legitimate sales position, provided he or she is reimbursed at an hourly rate or set salary in the same manner as any non-athlete salesperson.

NCAA Bylaw 16.11.2.2, Other Prohibited Benefits.

- An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including but not limited to:
 - (a) A loan of money or cash advance;
 - (b) A guarantee of bond;
 - (c) An automobile or the use of an automobile;
 - (d) Transportation; or
 - (e) Signing or cosigning a note with an outside agency to arrange a loan.

Example: A UI student-athlete may not receive a "cash advance" or any other form of loan from employers.

Example: An employer may not provide a UI student-athlete use of an automobile unless all employees are provided with the same benefit.

Related Issues:

- A UI student-athlete may not retain equipment or supplies that are used to perform work assignments.
- Employers should complete and retain detailed records (e.g. time cards, job descriptions, pay rates, etc.) of the employment of student-athletes.
- Payment to student-athletes can never be made in cash. If there are circumstances that require an employer to pay a student-athlete in cash, the Compliance Office must be notified in advance of such arrangements.
- If a student-athlete is to be compensated on a commission basis, the Compliance Office must be notified prior to the start of the employment arrangement.

SHOULD YOU HAVE ANY QUESTIONS RELATED TO STUDENT-ATHLETE EMPLOYMENT, PLEASE CONTACT SARAH MCPHEE AT (217) 265-0733.

**AMENDMENT #1 TO
AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
THE CHAMPAIGN PARK DISTRICT**

This Amendment is to the Agreement dated June 1, 2017, between the Board of Trustees of the University of Illinois, on behalf of its Division of Intercollegiate Athletics ("University") and the Champaign Park District ("Client") for summer employment for student athletes ("Services").

1. The parties hereby exercise the renewal option for an additional two years from June 1, 2018 through May 31, 2020
2. All other terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

By: _____
Avijit Ghosh, Interim Comptroller

Date: _____

THE CHAMPAIGN PARK DISTRICT

By: _____

Name: _____

Title: _____

Date: _____