

**USD 289 and C.A.S.E for Kids, Inc  
2015-2016**

Wellsville USD 289 (“USD 289”) agrees to lease the Wellsville Elementary Pod D to C.A.S.E. For Kids, Inc. (“CASE”). The timeframe of this lease is from August 1, 2015 to May 31, 2016, on school days only, from 2:45 P.M. until 6:00 P.M., Monday through Friday and on scheduled half days from 11:00 a.m. to 6:00 p.m.

**Section I - Restrictions of Pod D**

- a. No full days allowed for CASE.
- b. Limit of 45 students during any given session of CASE.

**Section II – Use of Pod D and playground**

- a. Early Childhood room at the north end of the hall, Art room, restrooms, gymnasium classroom, stage and cafeteria can be used by CASE per KDHE license.
- b. No storage will be allowed in refrigerator in teacher’s lounge.
- c. Early Childhood room will be the primary CASE room will include storage of CASE supplies
- d. Parents will pick up students through north parking lot
- e. CASE will be allowed to use playground equipment

**Section III – Rules for Using Pod D @ Wellsville Elementary**

CASE will make a reasonable effort to comply with any request that USD 289 has at any time regarding use of the building including, but not limited to:

- a. No tobacco use on school property.
- b. No drinking of alcoholic beverages or non-alcoholic beer on school property.
- c. No wagering.
- d. No use of inappropriate language on school property.
- e. Keep all doors closed.
- f. The CASE Director will be on-site from 2:30 p.m. to 6:00 p.m. daily, except for early release days 11:00 a.m. to 6:00 p.m.
- g. Children are to be supervised at all times.
- h. Nothing is to be attached to the walls without permission.
- i. Only non-marking shoes can be used on the gym floor during athletic events.
- j. There should be at least one adult supervisor for every fifteen children (per KDHE regulations).
- k. Do not drag furniture across the floor.
- l. The supervisors are responsible to see that all others obey the rules of usage.
- m. USD 289 is to be notified immediately by the Director of any damage found to the school property or playground equipment.
- n. If CASE is responsible for the damage, CASE will be responsible for the cost of the repair.

**Section IV – Meetings, Financial Statements and Legal Documents**

- a. Upon request CASE will provide proof of sexual misconduct, workers compensation, professional, premises, and medical liability insurance to the USD 289 school board.

**Section V- Fees**

- a. CASE agrees to compensate USD 289 in the amount \$100 a month for usage of Pod D. Payment is due to the USD 289 district office on a semester basis.

**Section VI - Termination**

- a. Either party may cancel this contract upon 30 day written notice.

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C.A.S.E. For Kids, Inc

Title

Date

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President of USD 289 school board

Date

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Principal of USD 289 elementary school

Date

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## **Exhibit A**

### **CASE Nightly Closing Duties**

- **Bathrooms**
  - Clean-up any water/soap around sinks
  - Check toilets – make sure not running
  - Clean-up paper towels/toilet paper on floor
  - Clean-up any other messes or spill
  
- **Art room - CASE Room**
  - Make sure supplies are back in cabinets and door is shut
  - Clean-up any items on the floor
  - Turn off computers and lights
  
- **Gym Area**
  - Clean-up after any projects
  - Ensure paper or tarp is used when using glitter, glue, or anything that may damage the floor.
  - Put all balls, art supplies and any other items used prior to leaving for the day