

## **LEASE FOR PORTIONS OF SEVERAL SCHOOL BUILDINGS**

This Lease made this 10th day of November 2011, by and between SCHOOL DISTRICT 102, Cook County, Illinois, (hereinafter sometimes called the "BOARD") and the PARK DISTRICT OF LAGRANGE (hereinafter sometimes called the "LESSEE").

### **WITNESSETH:**

**WHEREAS**, School District 102 is owner of Barnsdale Road School, Congress Park School, Cossitt Avenue School, Forest Road School, and Ogden Avenue School (hereinafter referred to collectively as the "School Buildings"), all located in Cook County, Illinois; and

**WHEREAS**, the BOARD has the authority pursuant to Section 10-22.11(c) of the School Code (105 ILCS 5/10-22.11(c)) to lease school buildings to suitable Lessees for public recreation purposes when such buildings or portions of buildings have been declared to be temporarily unnecessary or inconvenient for a school or the uses of the School District and when the best interests of the residents of the community will be enhanced by entering into such a lease; and

**WHEREAS**, the BOARD has determined pursuant to Section 10-22.13 of the School Code (105 ILCS 5/10-22.13) certain designated spaces (the "Leased Premises") have become, unnecessary for school purposes during the term specified herein; and

**WHEREAS**, the parties are authorized to enter into this Lease pursuant to the Park District Code, 70 ILCS 1205/8-16 and the Local Government Property Transfer Act, 50 ILCS 605/3.1; and

**WHEREAS**, the BOARD desires to lease the Leased Premises to LESSEE for the purpose of carrying out before and after school recreation programs; and

**WHEREAS**, the parties further desire to enter into a written lease defining their rights, duties, and liabilities with respect to the Leased Premises, with both parties recognizing and agreeing that this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party;

**NOW, THEREFORE**, in consideration of the premises and of the mutual considerations, promises and agreements stated herein, the parties agree as follows:

1. The BOARD, for and in consideration of the covenants and agreements herein contained on the part of the LESSEE hereby leases to the LESSEE, those portions of the School Buildings before and after the regular instructional hours of operation according to the schedule set forth in Exhibit A, the Intergovernmental Agreement dated December 8, 2011, attached hereto and made a part hereof, and at such additional times as may be agreed upon by the Board and the LESSEE. The floor plan of the leased areas in each School Building are shown on Exhibit B, attached hereto and made

a part hereof, which areas are hereinafter sometimes called collectively the "PREMISES."

2. LESSEE is leasing the PREMISES as shown on Exhibit A and during the hours of operation as shown in Exhibit A for the operation of a before and after school recreation program -- the "BASE Program Certain details of the Base Program as agreed upon by the Parties are also set forth in the attached Exhibit A. No other purpose shall be permitted without the written approval of the BOARD.

3. The term of this Lease shall be from January 1, 2012 through December 31, 2017. This Lease may be extended for an additional five year period upon mutual written agreement of the parties at least 90 days prior to the December 31, 2017. This Lease may be terminated in whole or in part effective on any date following August 1, 2013, by the BOARD upon ninety (90) days written notice in the event the BOARD has need of said rented space. If the Board terminates this Lease or the Intergovernmental Agreement (Exhibit A), LESSEE shall immediately be relieved of the obligation to continue to conduct the BASE program in the schools unless it unilaterally agrees to do so. In the event the LESSEE desires to discontinue usage of the leased space in the School Buildings during the period of this agreement, this Lease may be terminated in whole or in part by LESSEE on giving the BOARD ninety days (90) written notice.

3. LESSEE shall pay BOARD as rent for the PREMISES the amounts shown below. The rent shall be payable in one lump sum or monthly, in advance, at such address as the BOARD may designate in writing and as otherwise agreed upon by the BOARD and LESSEE. Said rental shall include heat, electricity, water, sewer, telephone service and Internet access. LESSEE'S employees shall be authorized to accept incoming telephone calls in the offices and rooms used for the BASE program and may place outgoing emergency telephone calls and calls necessary for the safe and efficient operation of the BASE program.

<u>YEAR</u>	<u>ANNUAL RENT</u>
January 1 2012 – July 31, 2017	\$12 & other agreed upon in kind services

The LESSEE shall not use the PREMISES in any way which would cause the BOARD the loss of the tax exempt status of its School Buildings. If, for any reason related to the LESSEE's occupancy of the PREMISES, property taxes are extended or charged against the School Buildings or pursuant to a leasehold tax, the BOARD shall, within three (3) days of receiving notice of any such property tax extension or charges, notify Lessee that such a tax has been extended or charged. Provided that LESSEE has received said notice from Board, LESSEE shall be responsible for any said property taxes that are attributable to LESSEE'S use of the Premises as if the LESSEE were in title to the PREMISES and said taxes shall constitute additional rent due the BOARD and an enforceable debt of LESSEE. Said additional rent under this paragraph shall be payable from LESSEE to the BOARD no later than five days prior to the due date of each installment of said taxes. LESSEE shall also be responsible for any penalties assessed against the BOARD which are the result of LESSEE's failure to pay said additional rent to the BOARD in a timely fashion under the terms of this paragraph. The BOARD and LESSEE shall each have the right to challenge, at their own expense, any loss of tax

exempt status of the PREMISES The BOARD and LESSEE agree to cooperate with any effort by either Party to challenge the loss of tax exempt status.

4. The BOARD agrees that it is its responsibility to keep and maintain the School Buildings of which the PREMISES are a part, including the structure and component parts thereof including the roofs, furnaces, ducts, electrical, sewage and plumbing, and all heating, electrical plumbing fixtures in good order and repair. All damage, with the exception of normal wear and tear, caused by the acts or negligence of LESSEE, or LESSEE's employees, agents, contractors, subcontractors, invitees, parents, students or subtenants during the hours of operation of the BASE program shall be promptly repaired to the satisfaction of the Board, by employees of LESSEE or at its own cost.

LESSEE shall inspect the PREMISES from time to time and to promptly give the BOARD notice of any necessary maintenance or repairs. The BOARD shall have the right, but not the duty, to inspect the PREMISES upon reasonable notice to LESSEE and shall be permitted access at any time to take such action as it deems appropriate in the event of any emergency which threatens to damage the PREMISES.

The BOARD will provide key card access to the School Buildings for LESSEE's staff.

LESSEE shall be responsible, at its expense, for keeping the PREMISES in a clean, neat, habitable and safe condition during and immediately following each use. If the BOARD provides a dumpster or similar receptacle for trash for the building, LESSEE shall use the same. The BOARD shall provide custodial services for the School Buildings and the PREMISES at its sole cost, however, any required extraordinary cleaning of the PREMISES following LESSEE'S use may be charged to LESSEE at the BOARD'S actual cost, which charges LESSEE shall pay promptly. The BOARD shall also be responsible for snow removal from sidewalks and parking area adjacent to the School Buildings.

LESSEE shall comply with all applicable requirements of federal, state and local laws, ordinances and/or regulations with respect to the use of the PREMISES.

Upon the termination of this Lease, LESSEE shall return the PREMISES to the BOARD restored to its original condition, except for ordinary wear and tear; provided, however, LESSEE may, at the LESSEE's own expense, remove all property belonging to LESSEE and all additions, alterations, fixtures or other improvements made by the LESSEE, and shall repair all damage to the demised PREMISES caused by such removal and restore the PREMISES to the condition they were in prior to the making or installation of the additions, alterations, improvements or fixtures. It is agreed by LESSEE that if, in the opinion of the BOARD, the removal or any additional alterations, improvements or fixtures would cause irreparable damage to the demised PREMISES, then said additions, alterations, improvements or fixtures shall remain a part of the demised PREMISES at no expense to the BOARD.

5. LESSEE shall maintain during the entire term hereof, and at its expense, the following types of insurance in the minimum amounts specified below with respect to

the PREMISES and the permitted use operated by LESSEE and any subleases of LESSEE and the PREMISES.

- (a) General liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. Coverage shall be the broadest form available, and shall include premises/operations, products/completed operations, independent contractors, contractual, personal injury (libel, slander, false arrest, etc.), advertising, host liquor, fire legal, broad form property damage, incidental medical malpractice, employees, extended bodily injury (intentional acts), worldwide, automatic coverage (new entities).
- (b) Worker's compensation insurance with the following limits: ONE MILLION DOLLARS (\$1,000,000.00) each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease-each employee, ONE MILLION DOLLARS (\$1,000,000.00) disease-policy limit.
- (c) Automobile liability, including non-owned and hired vehicle liability in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) single limit per occurrence.
- (d) Umbrella liability insurance in the minimum amount of THREE MILLION DOLLARS (\$3,000,000.00) per occurrence and FIVE MILLION DOLLARS (\$5,000,000.00) general aggregate.

All insurance shall be provided by mutually acceptable admitted (Illinois) insurance companies with a Best Rating of XIV (financial) and A- (policy service) or a self-insurance risk pool. All insurance shall be evidenced by certificates or, at the option of the BOARD, the policies.. Each certificate shall name the Board as an additional insured and shall provide that the insurance evidenced thereby will not be cancelled or otherwise modified without at least thirty (30) days prior written notice to the BOARD.

6. BOARD agrees to maintain, with a reputable insurance company or self-insurance pool and at its sole cost and expense, general liability, fire, explosion, flood, and extended coverage property insurance with coverage limits of not less than two million dollars (\$2,000,000.00). All insurance shall be evidenced by certificates or, at the option of the LESSEE, the policies. Each certificate shall name the LESSEE as an additional insured.

7. LESSEE will not use or allow the PREMISES to be used for any purpose that will increase the BOARD's rate of insurance thereon. LESSEE will do nothing and permit nothing to be done upon the PREMISES in any way tending to create a nuisance or to annoy occupants of neighboring property or to increase the fire hazard to the PREMISES. LESSEE shall provide sufficient supervision for all activities conducted by it on or about the PREMISES. LESSEE will comply with all laws, ordinances and regulations respecting the PREMISES, and will not use or permit the PREMISES to be

used for any unlawful purpose. LESSEE shall obtain, at its own expense and risk, any permits necessary for the conduct of its business on the PREMISES.

8. LESSEE covenants and agrees that it will protect, defend, indemnify, save and keep harmless the BOARD from and against any and all claims, liability (including but not limited to, statutory liability and liability under worker's compensation laws), loss, cost, damage, penalties, charges and expenses which arises from, or in any manner grow out of, any act, omission or neglect of the LESSEE on or about the PREMISES in connection with any (a) violation, or alleged violation, or any constitution, statute, ordinance or regulation; (b) injury or death of any person or property damage to any property; or (c) any failure of LESSEE in any respect to comply with and perform all the requirements and provisions of this Lease; provided, however, LESSEE shall not be required to hold the BOARD harmless for negligent or willful and wanton acts of the BOARD.

BOARD covenants and agrees that it will protect, defend, indemnify, save and keep harmless the LESSEE from and against any and all claims, liability, loss, cost, damage, penalties, charges and expenses which arises from, or in any manner grow out of, any act, omission or neglect of the BOARD on or about the PREMISES in connection with any (a) violation, or alleged violation, or any constitution, statute, ordinance or regulation; (b) injury or death of any person or property damage to any property; or (c) any failure of BOARD in any respect to comply with and perform all the requirements and provisions of this Lease; provided, however, BOARD shall not be required to hold the LESSEE harmless for negligent or willful and wanton acts of the LESSEE.

Additionally, BOARD covenants and agrees that it will protect, defend, indemnify, save and keep harmless the LESSEE from and against any and all past, current, or future claims, liability, loss, cost, damage, penalties, charges and expenses which arise from, or in any manner grow out of any act, omission or neglect of the BOARD related to its operation of the BASE program prior to January 1, 2012.

As used in the immediate preceding paragraphs, the BOARD includes School District 102, the Board of Education of School District 102, its members, officers, employees and agents of said School District 102; LESSEE, as used in the immediate preceding paragraph, includes LESSEE's Board of Commissioners, its members, officers, employees, subcontractors and subtenants.<sup>10</sup> Subject to prior written approval of the BOARD, LESSEE may, at its own expense, make such minor alterations within such parts of the School Buildings as it finds necessary for its purposes, providing such alterations shall not damage the School Buildings. Further, providing that all requirements of the Paragraph have been complied with, LESSEE, with prior approval of the BOARD, may commence any such alterations during the period beginning on the first day of the term of the Lease. LESSEE shall protect, indemnify, defend, save and hold harmless the PREMISES and the BOARD from any lien or charge whatsoever by reason of the alterations, and the BOARD may require LESSEE to provide sufficient evidence of waiver of any such lien or charges. The BOARD, at its sole option, may require LESSEE to submit plans and specifications for the alteration, names and addresses of all

contractors and materialmen, copies of contracts, necessary permits, and indemnification and certificates of insurance in amounts and from sources approved by the BOARD, prior to the beginning of any BOARD approved alterations.

11. The BOARD covenants that LESSEE, on paying the rent and other payments herein reserved, and, on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of the LESSEE to be kept, observed, and performed, shall, during the term of this Lease, peaceably and quietly have, hold and enjoy the PREMISES subject to the terms, covenants, conditions, provisions, and agreements hereof. Included in this right to peaceable enjoyment of the PREMISES is the understanding that, during the times that the BASE program is being conducted by LESSEE, the Board shall not be entitled to use the Premises in a manner that would require the BASE program to relocate from the PREMISES unless LESSEE grants prior written agreement to such use and relocation.

12. LESSEE shall not assign this Lease or any interest hereunder and shall not sublet the PREMISES or any part thereof and shall not permit the use of the PREMISES by any parties other than the LESSEE, except with the written approval of the BOARD. A sublease shall not release LESSEE from any part of the its obligations hereunder. LESSEE shall give notice to the BOARD of any intended sublease or occupancy at least thirty (30) days in advance of execution of any sublease or occupancy, whichever event is first to occur. LESSEE shall also give the BOARD such information as the BOARD may request to determine the suitability of the sublease and the sublessee's intended use.

13. LESSEE will allow the BOARD access to the PREMISES for the purpose of examining or exhibiting the same, or to make any needful repairs or improvements thereon which the BOARD may see fit to make. Except in emergencies, the BOARD shall give reasonable advance notice to LESSEE of its intention to exercise its rights under this paragraph.

14. If LESSEE abandons or vacates the PREMISES, the BOARD shall have the remedies set forth in Paragraph 15(b) of this Lease, except as to an act of constructive eviction by the BOARD.

15. No flammable or explosive liquids or material shall be kept on the PREMISES by LESSEE, except as may be approved in writing by the BOARD, and in such case, any such substance shall be delivered and stored in amount, and used, in accordance with the rule of the applicable Board of Underwriters and statutes, ordinances and regulations now or hereafter in force.

16. If a default is not corrected within ten (10) days after serving of notice of default relating to any failure to satisfy the insurance requirements of this Lease or to correct any condition which poses a substantial health or safety risk, or in other cases if a default is not corrected within thirty (30) days after service of notice of default, the BOARD may have, in addition to all other remedies provided by law, one or more of the following remedies:

- (a) The BOARD may terminate this Lease and the term created hereby, in which event the BOARD may forthwith repossess the PREMISES and be entitled to recover forthwith as damages a sum of money equal to the value of the rent and other sums provided to be paid by LESSEE for the balance of the stated term of this Lease or any extension thereof, as the case may be, and any other sum of money and damages due, or to become due, to the BOARD from LESSEE.
- (b) The BOARD may terminate LESSEE's right of possession and may repossess the PREMISES by forcible entry and detainer suit, or otherwise, without terminating this Lease, in which event the BOARD may, but shall be under no obligation to do so, relet all or any part of the PREMISES for such rent and upon such terms as shall be satisfactory to the BOARD.

17. If the School Buildings or PREMISES are made untenable by fire, casualty or condemnation, the BOARD or LESSEE may elect:

- (a) to terminate this Lease in whole or in part as of the date of the fire or casualty by notice to LESSEE within thirty (30) days after the date, or
- (b) to repair, restore or rehabilitate the PREMISES within ninety (90) days after the BOARD is enabled to take possession of the PREMISES and undertake reconstruction or repairs, in which latter event the Lease shall not terminate but rent shall be abated on a per diem basis while the PREMISES are untenable. If the BOARD elects to so repair, restore or rehabilitate the PREMISES and does not substantially complete the work within the ninety (90) day period, this Lease may be terminated in whole or in part by the BOARD or LESSEE upon notice of termination, with a statement of reasons therefore to the other, the effective termination date shall be five (5) days after posting by certified mail, return receipt requested, of said notice of termination.

18. All personal property on the PREMISES belonging to the LESSEE or any of the LESSEE's board members, officers, employees, agents, parents, students, contractors, subcontractors, invitees, guests or subtenants shall be there at the risk of the LESSEE of such other person. The BOARD shall not be liable for any damage thereto or theft or misappropriation thereof, except to the extent directly and solely the fault of the BOARD's agents or employees. If, upon termination of this lessee, by expiration or otherwise, LESSEE shall fail to remove any of the property of LESSEE or of the forgoing parties from the PREMISES, the BOARD may, at its option, either, (a) cause such property to be removed and placed in storage for the account of and at the expense of LESSEE, or (b) sell such property at public or private sale, with or without notice, and apply the proceeds thereof, after payment indebtedness, if any, of LESSEE to the BOARD, the overplus, if any, to be paid to LESSEE upon demand. LESSEE shall be responsible for insurance for any of the foregoing personal property.

19. All rights and remedies of the BOARD and LESSEE under this Lease shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

20. Any notice required to be given in this Lease shall be in writing and given or served personally, or deposited in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified, with return receipt requested. Notice deposited in the mail in the manner hereinabove provided shall be deemed given or served upon deposit in the mail.

For the purpose of notice by mail, the addresses of the parties shall, until changed by appropriate notice hereunder be as follows:

If to LESSEE:           Executive Director  
                                Park District of LaGrange  
                                536 East Avenue  
                                LaGrange, IL 60625

If to BOARD:            Superintendent  
                                School District 102  
                                333 North Park Road  
                                LaGrange Park, IL 60525

21. No representations, except such as are contained herein, have been made to LESSEE respecting the condition of the School Buildings or the PREMISES. The taking possession of the PREMISES by LESSEE shall be conclusive evidence as against LESSEE that the PREMISES were in good and satisfactory condition when possession of the same was so taken.

22. The parties whose signatures appear below warrant that they have been duly authorized by the respective corporate governing bodies to execute this Lease on behalf of the BOARD and the LESSEE.

23. If the BOARD commits a material and substantial breach of this Lease, LESSEE may terminate this Lease by giving ninety (90) days written notice of its intention to do so including a detailed statement of the alleged breach. Provided such alleged materials and substantial breach has occurred, this Lease shall terminate on the date so specified in such notice, unless the BOARD shall have meanwhile cured the breach.

24. In the event any dispute shall arise between the parties under this Lease or the application thereof and the parties are unable to agree on a method of resolving that dispute in a manner satisfactory to both parties, then to the extent permitted by law, said dispute shall be submitted by the parties to non-binding mediation before a mediator agreed upon by the parties.

25. The terms of this Lease agreement shall not be modified or amended except by written agreement of the parties hereto. The Lease agreement, covenants, terms and conditions contained herein may be modified only in writing through the written mutual consent of the parties hereto after approval by their respective governing boards.

26. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS WHEREOF, the parties hereto having been first duly authorized by appropriate resolution of their respective corporate bodies, have executed this instrument as of the date set forth by their respective signatures.

LESSOR:

LESSEE:

SCHOOL DISTRICT 102

PARK DISTRICT OF LAGRANGE

By: David V. May  
Its President

By: Mary Ellen Benicook  
Its President

Attest:  
Joyce E. Fitch  
Its Secretary

Attest:  
Debra Dussini  
Its Secretary

Dated: 12/8/11

Dated: 12-12-11

**EXHIBIT A**  
**INTERGOVERNMENTAL AGREEMENT**

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF THE "BASE"  
BEFORE AND AFTER SCHOOL PROGRAM BY THE PARK DISTRICT OF LAGRANGE  
IN PORTIONS OF SEVERAL SCHOOL DISTRICT 102 SCHOOL BUILDINGS

THIS AGREEMENT made and entered into this 12 day of December, 2011, by and between SCHOOL DISTRICT 102, Cook County, Illinois, (hereinafter sometimes called the "BOARD") and the PARK DISTRICT OF LAGRANGE (hereinafter called the "PARK DISTRICT").

WITNESSETH

WHEREAS, the BOARD currently operates a before and after school program known as "BASE"; and

WHEREAS, the BOARD and the PARK DISTRICT desire to cooperate in providing quality recreation programming for children who are enrolled in District 102 elementary schools and who would benefit from recreation programming at those schools before and after the regular school day; and

WHEREAS, the BOARD and the PARK DISTRICT find that such collaboration will complement the missions and align the core values of the BOARD and the PARK DISTRICT; and

WHEREAS, the BOARD and the PARK DISTRICT have entered into a "LEASE FOR PORTIONS OF SEVERAL SCHOOL BUILDINGS" dated November 10, 2011 (the "LEASE"); and

WHEREAS, the purpose of said lease is to authorize the PARK DISTRICT to carry out before and after school recreation programs in District 102 schools; and

WHEREAS, the BOARD and the PARK DISTRICT desire to enter into an agreement to define their rights and responsibilities in regard to the transition of the before and after school programs from the BOARD to the PARK DISTRICT; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government and school districts to contract, or otherwise associate among themselves, to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government of Illinois to exercise jointly with any other public agency within the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and,

WHEREAS, section 8-1(a) of the Illinois Park District Code, 70 ILCS 1205/1-1 et seq.,

authorizes the Park District to contract in furtherance of any of its corporate purposes; and,

WHEREAS, the BOARD and the PARK DISTRICT have determined that it is in their mutual best interests and in the best interests of their respective residents to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and obligations as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and the PARK DISTRICT agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein in their entirety by this reference.

2. Operation of Before and After School Program. The program's purpose shall be to provide before and after school recreational activities for children enrolled in District 102 elementary schools. PARK DISTRICT shall, within the terms of the LEASE, and as provided in this Agreement, carry out the before and after school recreation programs in District 102 schools. The Parties agree that the program is not intended to be a day care center and shall not operate as a day care center. Further, transportation to or from the school sites will not be provided as part of the program

3. Schedule and Hours of Operation. The PARK DISTRICT will offer before and after school recreation programs in the buildings on school days, in accordance with the LEASE and the following schedule:

BASE Program Schedule and Hours of Operation

Before School	Monday – Friday	6:30 a.m. – 8:20 a.m.
After School	Mon, Tues, Thurs, Fri	3:15 p.m. – 6:30 p.m.
	Wednesday	2:30 p.m. – 6:30 p.m.

Said schedule may be modified by written agreement of the Parties. The PARK DISTRICT will not operate the recreation programs in District 102 school buildings on no-school days such as snow days, non-attendance days, or teacher institute days. The PARK DISTRICT may offer student recreation programs at PARK DISTRICT facilities on no-school days. Such programs will be available on a first-come, first-served basis for an additional fee.

4. Program Description. The PARK DISTRICT will conduct the before and after school program in accordance with the following provisions:

### Base Program Description

A. The BASE program shall be operated by the PARK DISTRICT for the benefit and support of the children residing within the boundaries of District 102. The BASE program shall provide children residing within the District 102 community high quality recreational services.

B. The BASE program minimum staffing ratio shall be 1 adult to 20 students, or as otherwise required by law.

C. The BASE program shall be available to K – 6 students who reside within the District 102 boundaries.

D. The BASE program shall provide enrollees with breakfast each morning and snacks each afternoon. Food service/handling laws shall be strictly adhered to.

E. All BASE staff shall attend quarterly trainings which meet all training needs as required by all applicable statutory and regulatory authorities. BASE employees shall be familiar with each school building's evacuation plan.

F. Safety:

Each school has a Before and After School door bell and camera at its BASE entrance. In cases where someone other than the person who enrolled the student will pick up the student, written notice must be provided to BASE. The person who picks up the student must provide a photo ID to BASE personnel before the student will be released.

G. Privacy:

The Parties shall adhere to all applicable privacy laws, statutes, and regulations. The individual(s) who enrolls the student shall be responsible for sharing any pertinent IEP, 504, behavior contracts, allergy, etc. information with BASE employees.

H. Communication:

The Parties shall communicate on a regular basis other information that may be pertinent in regard to students who participate in the BASE program. Such communication includes, but is not limited to, student attendance and information regarding lost and forgotten items such as books and other materials.

5. Employees. Upon execution of this Agreement, the PARK DISTRICT agrees to offer to grandfather current employees of the BASE program. Said employees shall have seven (7) days to notify the PARK DISTRICT whether they accept the offer of employment. Effective January 1, 2012 all employees who have accepted employment in the BASE program shall become employees of the PARK DISTRICT, and, as such, shall be subject to all personnel

policies, procedures, and practices of the PARK DISTRICT. Said employees, while serving as employees of the BASE program conducted by the PARK DISTRICT, shall have no right to continuation of any rights or benefits granted or extended to them by School District 102. Further, said employees shall not retain any rights to seniority or tenure Nothing in this Paragraph 5 or this Intergovernmental Agreement may be deemed to be an employment contract between the Park District and the employees of the BASE program. Employees who accept employment with the Park District are, and will remain, employees at will. The PARK DISTRICT will provide orientation and training to BASE employees in accordance with PARK DISTRICT policies and procedures.

6. Fees. The fee structure for BASE for the period 1/1/12 – 6/30/13 shall not exceed the following:

**FEE SCHEDULE**

Multi Family Discount: Applies to Full-Time Families Only:

FULL TIME:	First Child	Second Child	Third Child
Before & After School	\$60/week	\$54/week	\$50/week
Before School Only	\$20/week (each child)		
After School Only	\$40/week (each child)		

PART TIME (as needed):	Fee per Child Per Day
Mornings – Monday – Friday 6:30 a.m. – 8:20 a.m.	\$5
Afternoons – Monday, Tuesday, Thursday, Friday 3:15 p.m. – 4:30 p.m. 3:15 p.m. – 6:30 p.m.	\$5 \$10
Wednesdays 2:30 p.m. – 4:30 p.m. 2:30 p.m. – 6:30 p.m.	\$10 \$15

Full and Part Time schedules, with payment in full, shall be due by Thursday of each week. A \$5 fee shall apply for every unscheduled attendance after Thursday for each child. A late fee of \$1 per minute shall be charged for each child picked up after the scheduled pick up time.

Beginning with the 2013-2014 school year, PARK DISTRICT shall establish fees for the program based on a budget to be established by the PARK DISTRICT. The PARK DISTRICT will establish such fees with the objective of keeping the program accessible and affordable to students attending District 102 schools while having program revenues cover the cost of operating the program.

7. Inventory and Equipment. On or before December 15, 2011, the BOARD shall deliver to the PARK DISTRICT an inventory list of supplies, student materials, and unattached equipment on hand for use by the before and after school program. Ownership of said supplies,

student materials, and unattached equipment shall be transferred from the BOARD to the PARK DISTRICT as of January 1, 2012.

8. Transfer of Balances and Start-Up Costs. On or before December 15, 2011, the BOARD shall deliver to the PARK DISTRICT an accounting of all prepaid fees paid to the BOARD by BASE program participants for all periods after January 1, 2012. The BOARD shall pay to the PARK DISTRICT the amount of said prepaid fees on or before January 1, 2012. After January 1, 2012, and at all times that the PARK DISTRICT carries out the before and after school program, the BOARD shall not accept payments or fees for said program and shall direct students, parents, and guardians to make all such payments directly to the PARK DISTRICT. Additionally, the BOARD shall pay to the Park District, on or before December 15, 2011, \$10,000 for start-up costs for the BASE program. Said start-up costs include, but are not limited to, materials, supplies, equipment, and computer software and hardware.

9. Savings Clause. The terms of this Agreement shall be severable. In the event that any of the terms, provisions or conditions of this agreement are deemed to be void, invalid or unenforceable for any reason by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

10. Benefits Solely to the Parties. This Agreement is intended solely for the benefit of the parties hereto, and nothing herein shall be construed, either expressly or impliedly, to extend rights or obligations in favor of any other person, or to create any third party beneficiaries of this Agreement.

11. No Personal Liability. No official, director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

12. Modification. The terms of this agreement shall not be modified or amended except by written agreement of the parties hereto. The agreement, covenants, terms and conditions contained herein may be modified only in writing through the written mutual consent of the parties hereto after approval by their respective governing boards.

13. Assignment. This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns. Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party, which may be withheld in such party's sole discretion.

14. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement shall be fully executed when each party whose signature is required has signed at least one counterpart, even if no one counterpart contains the signature of all parties.

15. Construction. This Agreement is and shall be deemed to be construed as a joint and collective work product of the BOARD and the PARK DISTRICT and, as such, this Agreement shall not be construed against the other party, as the otherwise purported drafter of

same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, of the terms and provisions contained herein.

16. Relationship of the Parties. This Agreement is not intended and shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

17. Choice of Law and Venue. This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the Circuit Court of Cook County, Illinois.

18. Compliance with Laws. Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the BOARD and the PARK DISTRICT shall comply with all applicable Federal, State, City and other requirements of law, including, but not limited to, any applicable requirements regarding Illinois Department of Children and Family Services licensing, prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, the parties hereby certify, represent and warrant that their respective employees and/or agents that will be providing products and/or services with respect to this Agreement shall be legal residents of the United States. The parties shall also, at their respective cost and expense, secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement, as may be required by law.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly-authorized representative as of the day and year first written above.

SCHOOL DISTRICT 102

PARK DISTRICT OF LAGRANGE

By David V. May  
Its President

By May Ellen Benicook  
Its President

Attest:

Attest:

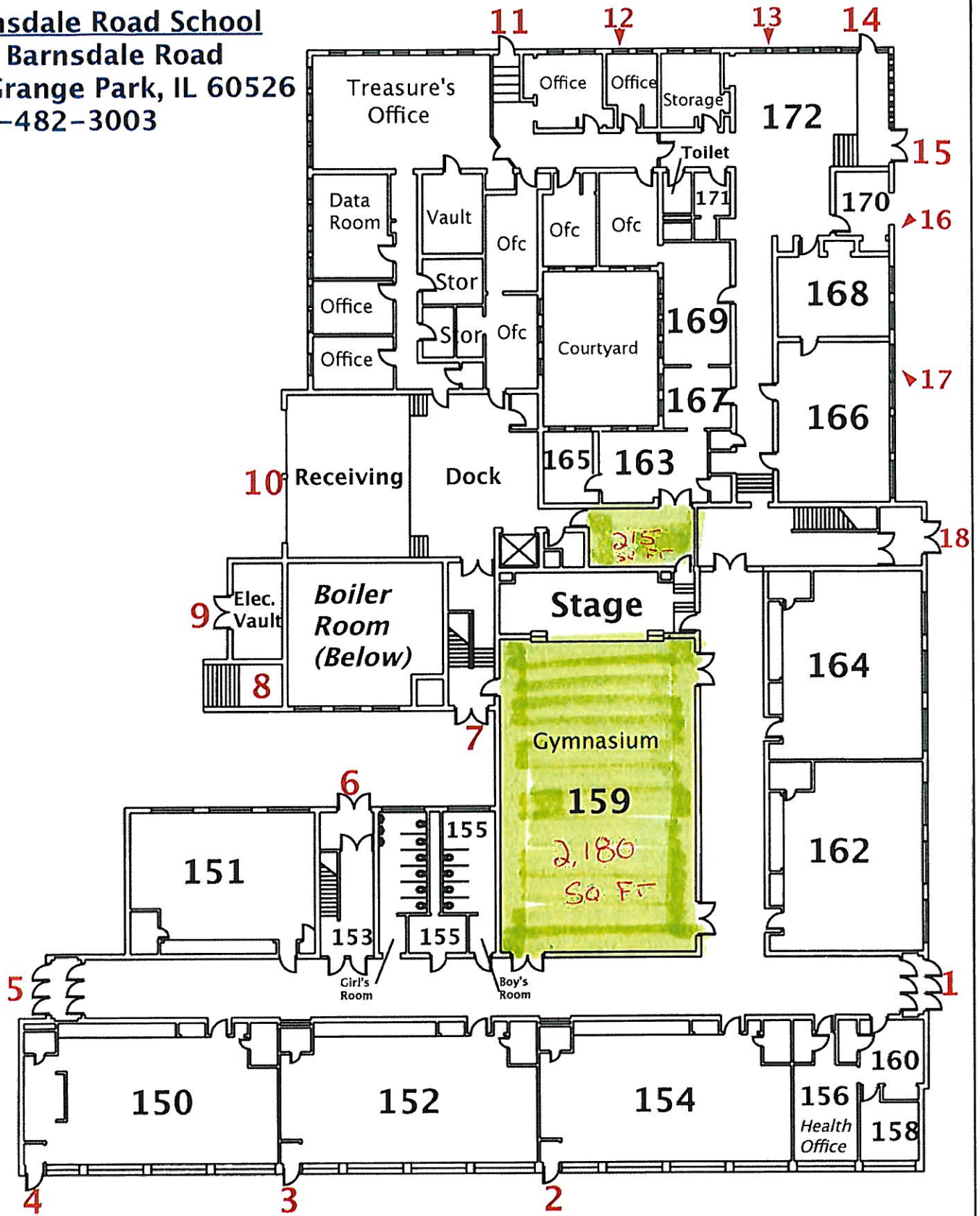
Joyce E. Fitch  
Its Secretary

Deon B. Bissari  
Its Secretary

**EXHIBIT B**  
**FLOOR PLAN OF PREMISES**

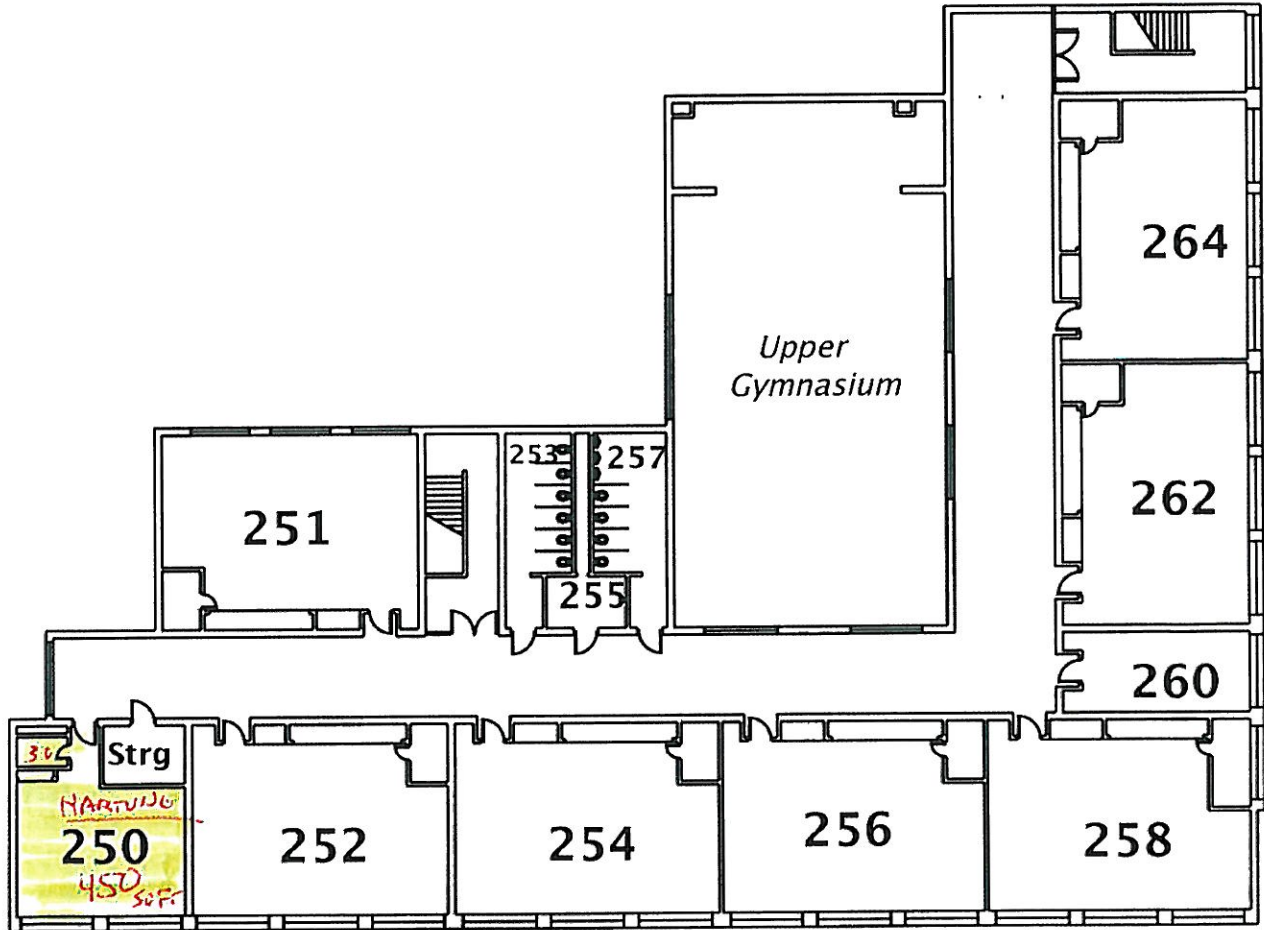
**See Attached PDF**

**Barnsdale Road School**  
 920 Barnsdale Road  
 La Grange Park, IL 60526  
 708-482-3003



**First Floor**

**Barnsdale Road School**  
920 Barnsdale Road  
La Grange Park, IL 60526  
708-482-3003

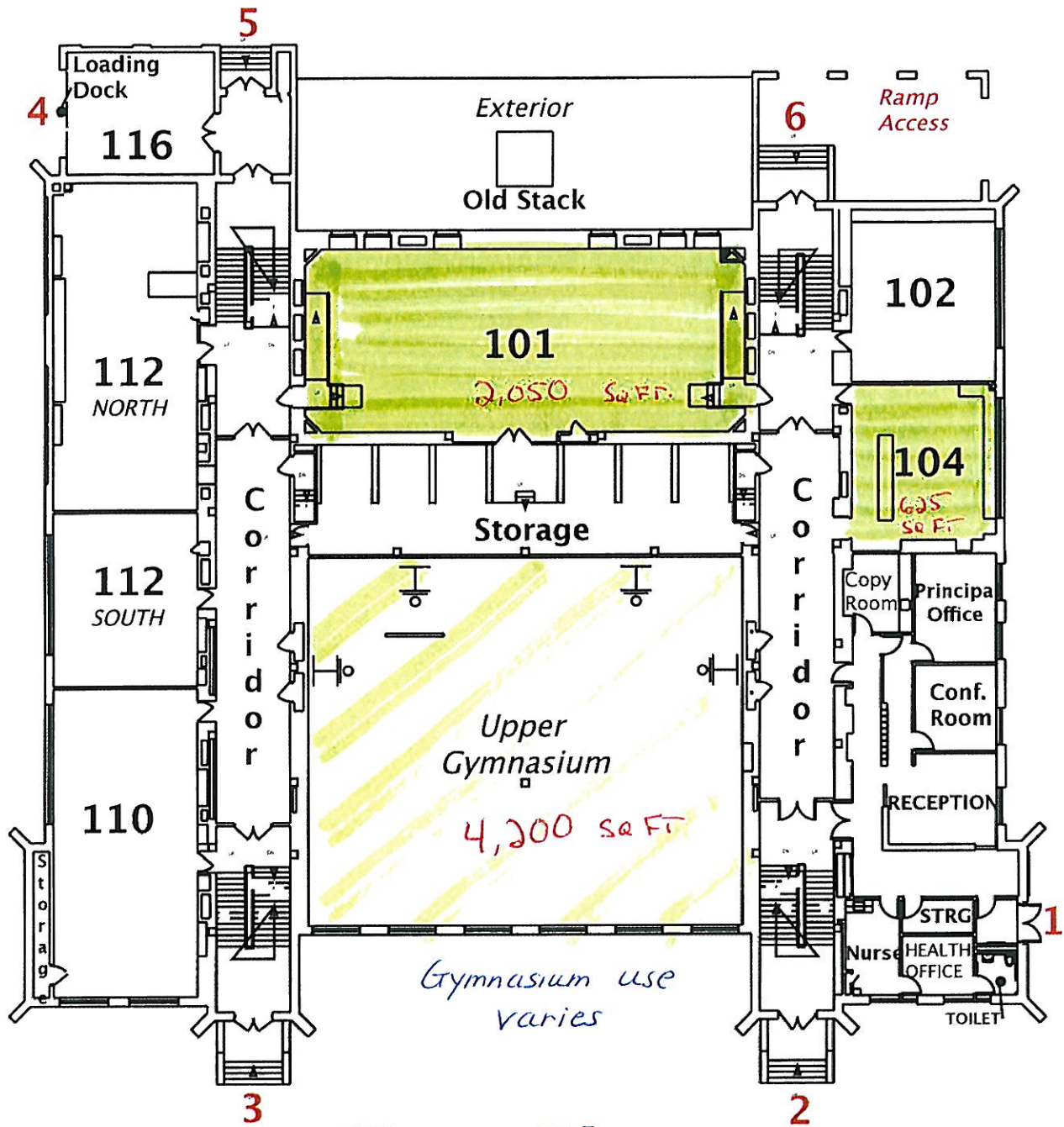


Director  
Office

**Second Floor**



**Cossitt School**  
 115 West Cossitt  
 La Grange, IL 60525  
 708-482-2450



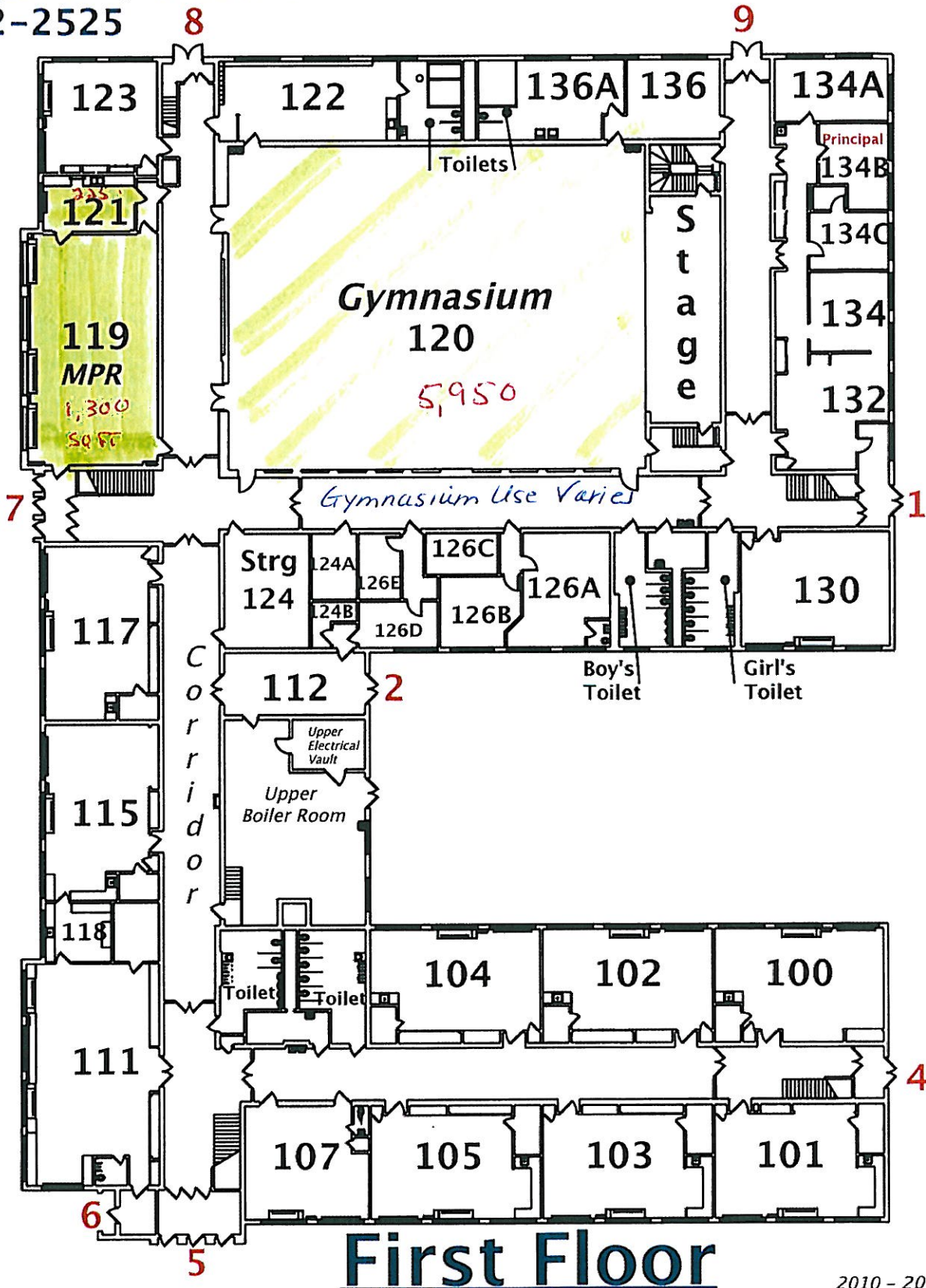
**First Floor**



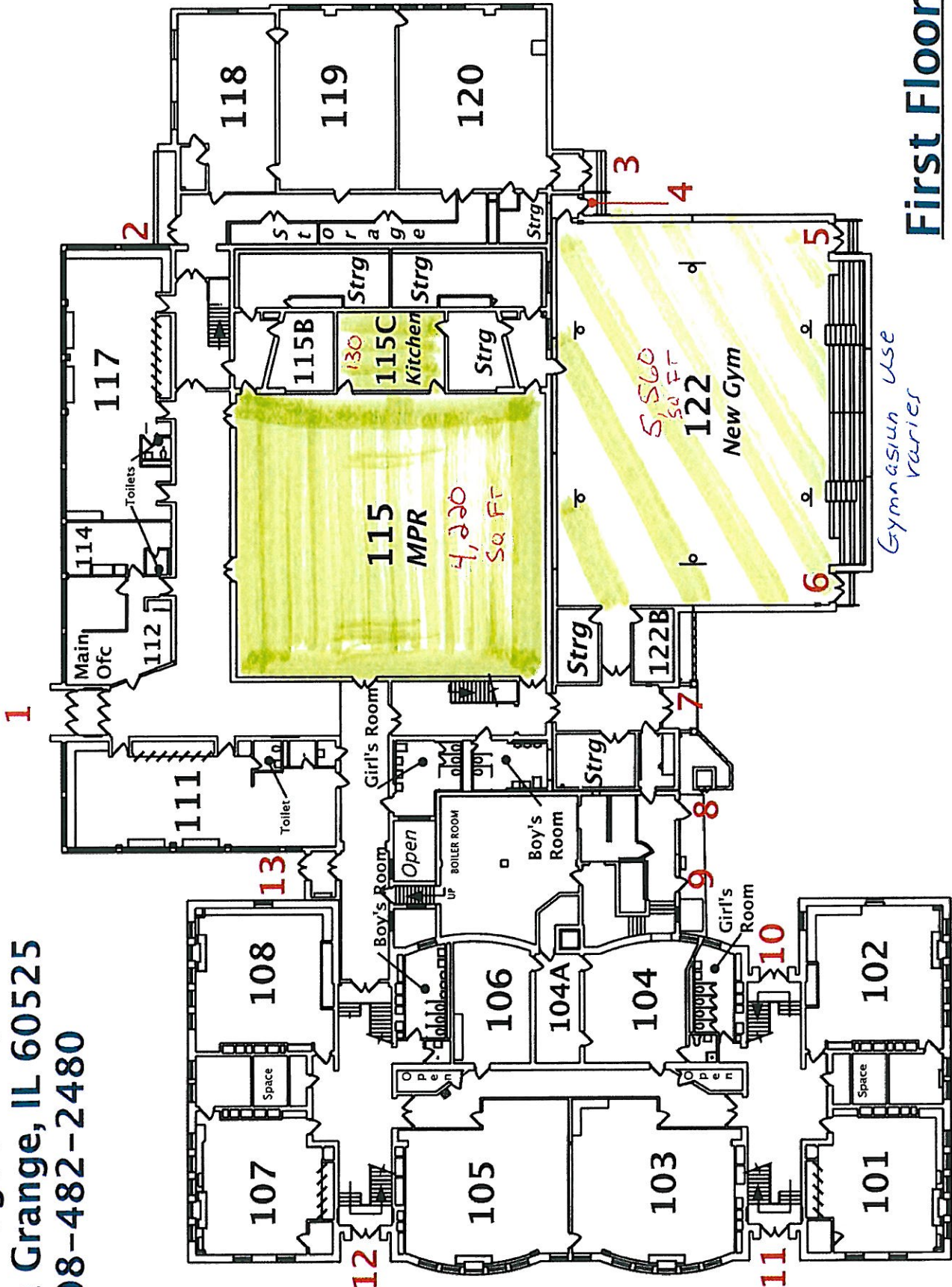
# Forest Road School

901 Forest Road  
La Grange Park, IL 60526

708-482-2525



**Ogden School**  
501 Ogden Ave  
La Grange, IL 60525  
708-482-2480



**First Floor**