

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 97, COOK COUNTY, ILLINOIS AND PING!**

This Agreement ("Agreement") is made and entered into this 10th day of April 2018, by and among the Board of Education of School District No. 97, Cook County, Illinois ("School District"), a body corporate and PING! (Providing Instruments for the Next Generation), ("PING! "), an Illinois not-for-profit corporation (collectively, the "Parties", or individually the "Party").

WITNESSETH:

WHEREAS, PING! is a not-for-profit corporation that owns a number of musical instruments and seeks to lend these instruments, and provide lessons and mentoring for these instruments, to District 97 students enrolled in PING! (hereafter referred to as "PING! students");

WHEREAS, the School District and PING! seek to enter into an agreement where PING! shall provide musical instruments and music enrichment opportunities to the PING! students of the School District;

WHEREAS, in consideration for the ability to use the musical instruments and musical enrichment opportunities, the School District shall allow PING! to provide the mentoring sessions at the School District's facilities;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PING! and the School District hereby mutually covenant and agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals contained in the Preamble set forth above are incorporated herein by reference as if fully set forth and repeated herein.
2. **TERM.** The term of this Agreement shall commence on April 11, 2018 and terminate on June 30, 2021.
3. **TERMINATION.**
 - (a) **Termination by PING!.** PING! may terminate this Agreement by delivering written notice of such termination to the School District no later than one (1) year prior to the effective date of the termination.
 - (b) **Termination by the School District.** The School District may terminate this Agreement by delivering written notice of such termination to PING! prior to June 1 of each year. If PING! is in breach of any provision of this Agreement and fails to cure said breach upon notice, or if the School District reasonably determines that termination is in the best interest of its students, the School District shall have the right to terminate this Agreement at any time upon thirty (30) days written notice.

4. **PING! ACTIVITIES.**

- (a) **Mentoring Sessions.** PING! shall provide its musical instruments for mentoring sessions for the PING! students at the School District's facilities. Only PING! students from the School District middle schools shall be allowed to participate as mentees in the mentoring sessions. No later than September 30 of each year, PING! shall submit a list of its OPRF high school student mentors who will be assisting with the mentoring sessions. In the event that new mentors are added throughout the year, PING! shall provide notice to the School District two (2) days prior to the new mentor meeting with the mentee. The PING! Mentor program consists of the following: Each middle-school mentee is paired with an OPRF high school student who plays the same instrument. The program seeks not only to provide D97 middle-school students with music lessons but to provide them with a mentor with whom they can build a connection socially as well as to music and to OPRF. The mentors apply with PING! and are trained for the program. Each bi-weekly mentor session consists of the following in a one-hour session at the middle-school student's respective school: Mentors meet mentees in school office, check in with PING! site supervisor, and proceed to assigned classroom. Mentors and mentees use percussion curriculum developed by District 97 music staff, work on music from band or orchestra class, scales, and pieces chosen by the pair. The session concludes with instructions for practice, confirmation of next meeting time, and social exchanges that build the relationship between mentor and mentee. **Instrument Storage.** PING! will provide a list of instruments and approximate value on an annual basis to the School District. The School District will provide storage at Hatch School in current area or in an equivalent space with a key to said storage space and access during normal school hours.
- (a) **Off-Campus Activities.** In the event that PING! seeks to sponsor activities for PING! students at a location other than at the School District's facilities, PING! shall provide written notice of the proposed activity to the School District no later than seven (7) days before said activity, including a description of the activity, the transportation plans, a certificate of insurance for any contracted transportation, and the number of adult supervisors present. The School District shall have complete discretion whether to approve the proposed off-campus activity.
- (b) **Other PING! Activities:** PING! shall inform the School District of additional activities and complete the necessary building use documents for the following activities: PING! board meetings (3-4 times per year); elementary enrichment workshop (twice a year); instrument support (PING! board members and volunteers frequent School District buildings to address issues); Fall instrumental music sign-ups.

(c) **School District Approval of PING! Activity Schedule.** No later than September 30 of each year, PING! shall provide the School District with a written proposed schedule of all mentoring sessions and, if known, any off-campus activities. The schedule shall include the proposed dates, times, and locations of each activity. The School District shall have complete discretion whether to approve the proposed schedule or to modify the schedule as necessary in the School District's best interests. The School District shall provide written notice to PING! of proposed modifications to the schedule ten (10) days before the first modified date. If the School District approves the schedule, the School District shall assign specific locations for the mentoring sessions and locations to secure the musical instruments.

(d) **Adult Supervisor(s).** PING! shall have at least one (1) supervisor over the age of eighteen (18) for all PING! activities. The supervisor shall be responsible for ensuring that the PING! mentors follow all School District policies and that PING! complies with all duties required by this Agreement and under law. PING! shall provide supervision of all OPRF student mentors at all times while at the School District's facilities or performing services pursuant to this Agreement. PING! shall provide a criminal background report for each supervisor to the School District and the School District shall have the absolute right and discretion to reject the supervisor as necessary in the School District's best interests.

5. **LIMITED USE OF SCHOOL DISTRICT PROPERTY.** PING! shall only use the School District's facilities that are assigned pursuant to Section 4(d) of this Agreement, as well as common areas of the School District's facilities such as restrooms, hallways, and parking lots. PING! shall not use the School District's facilities for any activity or purpose other than as provided by this Agreement, including the mentoring sessions and to store PING!'s musical instruments, unless it receives written consent from the School District.

6. **INSURANCE COVERAGE.**

(a) **Liability Insurance.** The District shall provide general liability insurance for PING!'s activities identified in Section 4 with a minimum coverage amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. PING! shall provide the School District with a Certificate of Insurance showing the District as an additional insured by endorsement on the general liability policy.

(b) **Property Insurance.** The School District shall provide property insurance for the PING! musical instruments that are stored at the School District's facilities. The School District shall have no duty to assume any liability for damage, loss, or theft if PING! is in breach of any part of this Agreement.

- (c) **Automobile Insurance.** PING! shall provide automobile liability insurance with a minimum coverage amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. PING! shall provide the School District with a Certificate of Insurance showing the District as an additional insured by endorsement on the automobile liability policy.
- (d) **Exclusion for Breach of Agreement.** The School District shall have no duty to assume any liability for damage, loss, or theft, or to provide any insurance coverage required herein, if PING! is in breach of any part of this Agreement.
7. **INDEMNIFICATION.** To the fullest extent allowed by law, The parties agrees to indemnify, reimburse and hold each other harmless against any and all liabilities, claims, causes of action, damages, judgments, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the negligent, reckless or intentional misconduct of the other party.
8. **COMPLETE UNDERSTANDING.** This Agreement contains the entire understanding and agreement between the Parties, and no statements, promises or inducements made by either Party that is not contained within the body of this written Agreement shall be valid or binding.
9. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be deemed to create the relationship of principal and agent, joint venture, partnership, or employer-employee between the School District or PING!. No Party shall have the power to bind or obligate any other Party except as to the extent expressly set forth in this Agreement. Nothing in this Agreement shall be deemed to create any joint and severable liability among the Parties for each other's debts and obligations under this Agreement. Each Party shall be solely responsible for its own debts and obligations hereunder.
10. **COMPLIANCE WITH ALL LAWS.** PING! and the School District shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, state, county and other local governmental agencies, which may in any manner affect the performance of this Agreement.
11. **AMENDMENT.** This Agreement may only be modified by the mutual written consent of all the Parties.
12. **ASSIGNMENT.** This Agreement shall be binding upon the successors and assigns of the Parties hereto, provided, that no Party may assign this Agreement without the prior written consent of the other parties.
13. **GOVERNING LAW.** This Agreement shall be governed under the laws of the State of Illinois.

14. **SEVERABILITY.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument.
15. **NOTICE.** Any notice, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered: (a) personally, (b) via U.S. Mail, postage prepaid, or (c) via e-mail as follows:

If to PING!:

PING!
 c/o Virginia M. Yarrow,
 President
 525 Forest Avenue
 Oak Park, IL 60302
gingery68@gmail.com

If to the School District:

School District 97, Cook County, Illinois
 c/o Dr. Carol Kelley
 Superintendent of Schools
 260 W. Madison
 Oak Park, IL 60302
ckelley@op97.org

16. **EFFECTIVE DATE.** The Agreement shall be effective upon authorized signatures of the respective Parties.
17. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party hereto represents and warrants that it has the authority to execute this Agreement and to bind their respective entities to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and attached herewith is a copy of the Resolution authorizing the signing officials to execute this Agreement.

PING! (PROVIDING INSTRUMENTS FOR THE NEXT GENERATION):

BOARD OF EDUCATION OF OAK PARK SCHOOL DISTRICT 97:

VIRGINIA M. YARROW, PRESIDENT

Its:

Date

Date

ATTEST:

Secretary