JOINT RECREATIONAL INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS
SCHOOL DISTRICT NO. 23 AND
THE PROSPECT HEIGHTS PARK DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (the "**Agreement**") is entered into 27th day of October 2026, by and between the Board of Education of Prospect Heights School District No. 23, Cook County, Illinois, a body politic and corporate (the "**School District**") and the Prospect Heights Park District, Cook County, Illinois, a body politic and corporate (the "**Park District**"). The School District and the Park District are each a "**Party**" and collectively as "**Parties.**"

RECITALS

WHEREAS, the Park District agrees to operate a before and after school recreational program, commonly known as "BASE – Before & After School Enrichment" ("Program"), at Dwight D. Eisenhower Elementary School, 1 North Schoenbeck Rd., Prospect Heights, Illinois, ("Eisenhower School") on the terms and conditions hereinafter set forth; and

WHEREAS, the School District desires to grant the Park District a license to use certain space at Eisenhower School as provided in Section 5(a) for operation of the Program; and

WHEREAS, students of the School District benefit from the administrative ease of having access to the Park District's programs directly at the School District's facilities; and

WHEREAS, to meet the needs of the respective communities of the Parties, the Parties desire to provide certain before and after school voluntary recreation programs to those pre-kindergarten through first grade students enrolled at Prospect Heights School District No. 23 (the "**Program**"); and

WHEREAS, the Park District has the authority pursuant to Section 8-18 of the *Park District Code* (70 ILCS 1205/8-18) to develop, operate, finance, and participate in joint recreational programs with contiguous school districts and to enter into joint agreement pertaining thereto; and

WHEREAS, the School District has the authority pursuant to Section 10-20 of the *School Code* (105 ILCS 5/10-20) to exercise all powers not inconsistent with those provided in the *Illinois School Code* that may be requisite or proper for the maintenance, operation and development of its schools; and

WHEREAS, it is requisite and proper for the School District to enter into this Agreement for the Park District's operation of a recreation program to serve the pre-kindergarten through first grade students of Eisenhower School, Prospect Heights School District No. 23; and

WHEREAS, the Parties are further authorized to enter into this Agreement pursuant to Article VII, Section 10 of the *1970 Constitution of the State of Illinois* and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Parties have determined that it is in the best interests of their respective communities to enter into this Agreement and provide the services hereunder.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, it is agreed by the Parties as set forth below.

1. Program.

(a) *Name.* The Program operated hereunder shall be known as the BASE – Before & After School Enrichment Program (the "**Program**").

(b) *Operation.* The Program shall be a Park District program that is solely operated by the Park District, in cooperation with the School District, for those pre-kindergarten through first grade students of Eisenhower Elementary School, Prospect Heights School District No. 23. The Program shall provide those students participating therein (the "**Program Participants**") with such activities, physical exercise and recreation as is deemed necessary and appropriate by the Park District. The Program shall be operated at Eisenhower Elementary School. The Park District shall be responsible for all staffing and the operation of the Program. The School District shall provide the Park District with a reasonable amount of storage space at Eisenhower Elementary School where the Program is located for the Park District to house a reasonable amount of Program supplies and equipment.

(c) *Programs & Activities*. Programs and activities for the Program shall be developed by the Park District and shall be implemented by the Park District. Furthermore, the Park District shall be responsible for providing any accommodations to Program Participants in accordance with applicable law.

(d) *Eligibility*. Enrollment in the Program shall be open to all School District students who are enrolled in grades pre-kindergarten through first grade at Eisenhower School. The Park District shall set the capacity limits based on the availability of adequate staffing. Additionally, if minimum enrollment numbers for the Program are not reached, then the Park District reserves the right to cancel that portion of the Program.

(e) *Fees*. A fee shall be charged to the parent(s) or guardian(s) of each Program Participant by the Park District, with such fees established by the Park District on an annual basis. The Park District shall collect the enrollment fees and deposit said fees into its respective Program Operating account.

(f) *Calendar*. The Program shall operate during the school year of the School District and at such other times as deemed appropriate by the Parties. The calendar for the Program shall be mutually agreed upon by the Parties no later than February 1, or when the school calendar is finalized by the School District, of each year during the term of this Agreement. The Program will not operate when the school day has been adjusted by the School District due to weather or other emergency conditions including a late arrival, early dismissal, or remote school day. The School District shall promptly notify the Park District of such changes.

(g) *Transportation*. Unless otherwise agreed to by the Parties in writing (*i.e.*, remote site transportation), neither Party shall be responsible for any transportation of students to, from, or

between Sites. Rather, the Program Participant's parents or guardians shall be responsible for such transportation. The transfer of students between the school day and the Program on the school premises shall be governed by Section 8.

2. Program Administration. The Park District shall employ a Program Coordinator who will be the primary onsite supervisor of the program. The Program Coordinator shall be supervised by a full-time, Park District administrator who shall be ultimately responsible for all aspects of its operations. The Park District shall be solely responsible for establishing and implementing program procedures, code of conduct, emergency forms, parent-handbook, health/medication forms, and any other program-specific protocols.

3. Finances. The Park District shall be responsible for costs, fees and expenses of operating of the Program, including staff compensation, benefits, supplies, snacks or food for participants, and materials.. The School District may invoice the Park District for reasonable, actual documented incremental expenses directly attributable to the Program, including additional custodial or maintenance services, provided that such expenses have been disclosed in advance and approved in writing by the Park District, expect for expenses reasonably necessary to respond to an immediate emergency. The Park District shall reimburse the undisputed, properly documented and authorized charge within thirty (30) days after receipt of such invoice. The Parties shall work in good faith to resolve disputed charges.

4. Employees & Staff.

(a) *Employment.* The Park District shall be responsible for all hiring, firing, training, discipline, and evaluation of all Program staff. Moreover, The Park District, as the employer of Program staff, shall be responsible for all compensation, employment taxes, benefits, filings, and other responsibilities pertaining to the BASE – Before & After School Enrichment Program staff and employees.

(b) *Criminal Background Checks*. The Park District will follow the requirements of Section 10-21.9 of the Illinois *School Code* (105 ILCS 5/10-21.9) for each employee of the Park District who is providing any services under or related to this Agreement at any Location. Each Park District employee shall be subject to a fingerprint based criminal history background check as provided in Section 10-21.9. No person may provide any services at a Location without consenting to a fingerprint based criminal background history check. As required by Section 10-21.9, the School District, or its agent, shall perform the criminal history checks required hereunder, at the Park District's expense. No employee of the Park District that has been convicted of any prohibited offense set forth in Section 10-21.9, Section 21B-80 of the Illinois *School Code* (105 ILCS 5/21B-80) or otherwise prohibited by law shall be permitted to provide any services hereunder at any Location. To the extent the Park District utilizes the services of volunteers, such volunteers shall not be permitted to be unsupervised with any student unless that volunteer has consented to a criminal background check and has complied with the criminal background requirements applicable hereunder to employees. Additionally, pursuant to the requirements of Section 8-23 of the *Illinois Park District Code* (70 ILCS 1205/8-23), each employee of the Park District providing any services under or related to this Agreement at any Location, shall be subject to a criminal history background check as provided in Section 8-23.

(c) *Fitness for Duty*. As required by Section 5/24-5 of the *Illinois School Code* (105 ILCS

5/24-5), the Park District shall provide to the School District upon demand, evidence of its employees' hereunder fitness to perform the duties assigned and freedom from communicable disease. Such evidence shall comply with Section 5/24-5. Moreover, the Park District represents and warrants that all employees of the Program have complied with the requirements of Section 5/24-5.

5. Premises.

(a) *License for Use of Property.* The Program shall operate at Eisenhower Elementary School, 1 North Schoenbeck Road, Prospect Heights, Illinois (the "Site"), or at such other Sites as may be approved by the Parties. The School District grants to the Park District, to the extent necessary to operate the Program, nonexclusive, temporary licenses for the term of this Agreement, or any extension thereof, during the dates and times set forth on the calendar required under Section 1(f) to operate the Program. Such licenses shall include the right of ingress and egress for all Sites and the use of the facilities related to the Program such as bathrooms, parking spaces, and playgrounds.

(b) *Repairs and Restoration of Damage.* The Park District shall be responsible for reasonable cost of repairing physical damage to the Site to the extent actually caused by the negligent or wrongful acts or omissions of the Park District or its employees, agents or Program Participants during the Program, ordinary wear and tear excepted. The Park District shall repair and restore, at its own cost and expense, any such damage as described to the Site. Additionally, the School District may make such repairs as soon as is reasonably possible and the Park District shall reimburse the School District for the costs to make such repairs.

(c) *Improvements.* The Park District shall not perform any construction, alterations, modifications, or improvements to the Sites without prior written approval of the School District, which it will not unreasonably withhold from the Park District.

(d) *Maintenance & Utilities.* The School District shall be responsible for providing custodial services at the Site, which includes cleaning and set up and take down of tables, chairs and similar school items; however, the Park District shall be responsible for maintaining such Sites in a safe condition and in compliance with all applicable, laws, rules, ordinances, and requirements under this Agreement. Except for any expense incurred by the School District Site pertaining to the operation of the Program, which expense may be charged to the Park District (*e.g.*, the custodial services at the Site related to the operation of the Program as noted above), the School District shall be responsible for maintaining the buildings, grounds, and mechanical systems at the Site, as well as snow removal and salting, as necessary. The School District shall provide, at its expense, water, electricity, gas and waste removal.

(e) *Building Code and Operating Licenses.* The Park District acknowledges that it is accepting all Sites on an AS-IS condition without any representations or warranties from the School District, except as specifically provided in this Agreement. The Park District shall be responsible for ensuring the Site where the Program is held comply with all applicable laws, rules, and regulations applicable to the operation of the Program and that the Program and all individuals associated with the Program comply with all applicable licensing and certification requirements.

6. School District Obligations. In addition to any other obligation of the School District as

specifically set forth in this Agreement, the School District shall: (i) notify the Park District of emergency school cancellations or schedule adjustments; (ii) notify the Park District of any Program Participant absences of which it is aware; (iii) promote and market the Program to its families as permitted by School District policy, including but not limited to, posting information and distributing registrations materials regarding the Program on the School District's website; (iv) secure adequate space and storage for the Program; (v) assisting the Park District in any conflict resolution relating to Program Participants; (vi) provide the Park District with keys and/or keycards for access to the Sites; (vii) provide the Park District with the password to access the School District public Wi-Fi network during program hours; and (viii) assist the Park District in setting up an account to order snacks or food from approved School District vendor.

7. Park District Obligations. In addition to the other obligation of the Park District set forth in this Agreement, the Park District shall: (i) be responsible for Program registration; (ii) billings and fee collections; (iii) dispute resolution related to the Program; (iv) general administrative functions related to the operation of the Program; and (v) providing an afternoon snack to the Program Participants.

8. Supervision. The Park District shall be responsible for the implementation of the Program at the Site and the supervision and safety of all its respective employees, Program Participants, or any invitees and licensees at the Site. For Program components occurring before the scheduled school day, supervision begins when participants are signed in to the program and ends when students are released to School District staff. For Program components occurring after the conclusion of the scheduled school day, supervision begins when participants are signed in to program and ends when parents/guardians sign the participants out of the program. Before commencement of the Program, the Parties shall jointly develop and approve written procedures for student transfers, attendance verification, and emergencies to ensure all Program Participants are properly accounted for.

9. Insurance. Each Party shall maintain in full force and effect during the term of this Agreement, or any extension thereof, the following types and minimum amounts of insurance: (i) Commercial General Liability Insurance with coverage or coverage by a Self Insurance pool "Risk Management Association" (such as the Park District Risk Management Association or the Metropolitan Risk Management Association) in the amount of at least Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, which insurance shall include coverage for sexual abuse and molestation; (ii) Excess or Umbrella Insurance in the amount of at least Five Million Dollars ($5,000,000) per occurrence and in the aggregate, which insurance shall follow the form of the underlying insurance in all respects; (iii) Workers Compensation Insurance in the amounts required by law, with Employer's Liability Insurance in the amount of at least $1,000,000 each accident for bodily injury by accident and $1,000,000 each employee for bodily injury by disease; (iv) Commercial Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) combined single limits for bodily injury and property damage, on all vehicles owned by each Party or operated for purposes of the Program.

All insurance required hereunder, except for the Worker's Compensation Insurance, shall name the other Party, its individual Board members, employees, agents and volunteers as additional insureds thereon on a primary and non-contributory basis.

Prior to the commencement of the term of this Agreement or any extensions thereof, and upon request by any Party, the Party shall provide to the other Party a Certificate of Insurance, or a copy of all insurance policies and endorsements thereto, evidencing proof of all insurance required hereunder. To the fullest extent permitted by the applicable insurance policy, each Party waives any right of subrogation its insurer may have against the other Party and its indemnitees under this Agreement. The Park District shall add an alternate employer's endorsement to its Worker's Compensation Insurance in favor of the School District.

10. Indemnification from Suit. To the fullest extent permitted by law, each Party to this Agreement shall indemnify, defend, and hold harmless the other Party, its respective Board members, employees, agents, and volunteers, from third-party claims, damages, liabilities, and reasonable costs and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts or omission or willful misconduct of the indemnifying Party or its employees or agents in performing its obligations under this Agreement. Neither Party shall indemnify the other to the extent a claim is caused by the other Party's acts or omissions, including those involving ownership, condition, maintenance, or control of the school premises. Any obligation to defend a claim shall be subject to the Parties' mutual written agreement or applicable law; neither Party assumes an independent duty to defend the other merely upon tender of a claim. Nothing in this Agreement shall waive or limit any defense, immunity or limitation of liability afforded either Party under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act* (745 ILCS 10/1-101, *et seq.*) or any other applicable law.

11. Term of Agreement. The initial term of the Agreement shall commence on the date of the last Party's signature hereto and end on June 30, 2028. Thereafter, the Agreement shall be deemed automatically renewed for successive one-year periods, unless the Parties otherwise mutually agree to terminate the Agreement at an earlier date. However, any Party hereto may terminate this Agreement effective as of any June 30 by delivering notice thereof to the other Party no later than ninety (90) days prior to the effective date of termination.

12. Amendments. No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

13. Default. In the event that any Party to this Agreement fails to perform any of the material terms and conditions contained herein, said Party shall be considered to be in default of this Agreement. Upon written notification from the non-breaching party, the breaching party shall have fourteen (14) days from the receipt of said notice to remedy the default or to commence activities to remedy the default if the default cannot reasonably be remedied within the fourteen (14) day period. Should the defaulting Party fail to remedy the default or take action to remedy the default within the fourteen (14) day period, in addition to all other remedies available in law and equity, said Party's rights and obligations under this Agreement may be terminated, and said Party shall immediately cease operations of the Program and wind-up its affairs. Each defaulting Party shall be responsible for all costs, fees and expenses, including reasonable attorneys' fees, incurred by the non-defaulting Party associated with such default and the enforcement of the terms of this Agreement.

14. Compliance with Laws. Each Party shall comply with all applicable laws, rules and ordinances including, but not limited to: local, state and federal tax laws; state and federal non discrimination laws applicable to employees, participants, invitees and licensees; workers'

compensation laws; state and federal wage and hour laws and any license requirements. Each Party specifically agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the *Act*. Each Party further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. § 12101 *et seq.*, and rules and regulations promulgated thereunder to the extent applicable.

15. Governing Law. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

16. Successors and Assigns. This Agreement shall be binding upon, apply and insure to the benefit of each Party and their respective legal representatives, successors and assigns.

17. Complete Understanding. This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof, and there are no agreements or conditions, either oral or written, expressed or implied, between them other than as herein set forth.

18. Waiver. No waiver of any default of any Party hereunder shall be implied from an omission of any Party to take any action on account of such default and no express waiver shall affect any default other than the default specified in that express waiver and then only for the time and to the extent therein stated.

19. Notices. Any notice required to be provided hereunder shall be in writing and shall be sent, *via* overnight delivery by a nationally recognized delivery service with proof of service or by personal service, to the addresses set forth below:

The Park District:
Prospect Heights Park District
Attn: Executive Director
110 W. Camp McDonald Road
Prospect Heights, Illinois 60070

The School District:
Prospect Heights School District No. 23
Attn: Superintendent
700 N. Schoenbeck Road
Prospect Heights, Illinois 60070

All notices provided shall be deemed to have been received upon deposit with the overnight carrier or upon personal delivery.

20. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

21. Headings: The headings used in this Agreement are for the convenience of the Parties only and shall not affect the interpretation thereof.

22. Intergovernmental Cooperation Act. This Agreement shall be interpreted in accordance with the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) so that each Party hereto may exercise and enjoy the power and authority of any other Party hereto to fully perform the services provided under this Agreement.

23. Severability. If there is any term or provision of this Agreement, or the application thereof is prohibited by law, which shall be prohibited by law or invalid under applicable law, such provision shall be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or this Agreement.

24. No Third-Party Beneficiary. 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 in not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

25. Execution. This Agreement may be executed in multiple counterparts and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if the parties had signed a single document. The Parties agree to accept copies of this Agreement as if originals.

26. Termination of Original Agreement. By entering into this Agreement, the Parties mutually agree that any previous agreement related to the BASE – Before & After School Enrichment Program is hereby terminated and replaced with this Agreement.

27. Termination of BASE – Before & After School Enrichment Program. In the event that the Program is terminated, the Park District shall pay all outstanding obligations incurred by the Program and it shall be entitled to retain any remaining funds as permitted by Park District policy and applicable law.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized individual.

BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT NO. 23, COOK COUNTY, ILLINOIS

_____

President

_____

Date

_____

Attest

THE PROSPECT HEIGHTS PARK DISTRICT COOK COUNTY, ILLINOIS

Timothy D Jones

President

10/27/26

Date

Attest