

SPEED S.E.J.A. #802

1125 Division Street

Chicago Heights, Illinois 60411-2491



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This after school program Agreement (this "Agreement") is made and entered into as of the ____ day of December, 2015 ("Effective date"), by and between SPEED S.E.J.A. #802, an Illinois School District ("SPEED S.E.J.A. #802"), and Our Loving Arms Childcare, an Illinois corporation, ("Our Loving Arms Childcare"). (Collectively, the Contractor and the District may be referred to as the "Parties" and each individually as a "Party").

1. Our Loving Arms Childcare agrees to provide an After School Program (the "Program") for:
SPEED S.E.J.A #802
1125 Division Street
Chicago Heights, Illinois 60411

The specific hours and terms of operation for the said facility for regular school days are as follows: after school from 2:10 p.m. until 5:45 p.m.

Our Loving Arms Childcare shall provide access to the Program for any student currently enrolled in a SPEED S.E.J.A. #802 classroom, but may restrict access on a first-come-first-serve basis where enrollment in the Program exceeds facility space. Students who have been expelled or suspended from a SPEED S.E.J.A. #802 classroom shall be excluded from the program during the period of such expulsion or suspension.

2. Our Loving Arms Childcare will operate its Program on regular and partial attendance school days with the after school session from the time school is out until 5:45 p.m. The Program will not operate on vacation days and school holidays, emergency days, snow days, or institute days designated by SPEED S.E.J.A. #802 Chicago Heights campus.
3. Our Loving Arms Childcare will provide all necessary staffing, materials, and management to effectively operate the Program. Our Loving Arms Childcare is an independent contractor and is not an agent, servant or employee of SPEED S.E.J.A. #802. Our Loving Arms Childcare's engagement with SPEED S.E.J.A. #802 is limited solely to the operation of the Program. Neither Party has the authority to act on behalf of the other Party in any capacity. All communications by Our Loving Arms Childcare will be done directly with the parents.
4. While this Agreement is in effect, SPEED S.E.J.A. #802 will provide at its cost the following items:
 - a. A licensable space, with existing equipment, furniture and fixtures, to accommodate 13 students;
 - b. Storage area space in the licensable space;
 - c. Fire extinguishers and any other safety equipment required by state authorities;
 - d. Access to the multi-purpose room and outdoor playground;

- e. Utilities, including, heating, lighting, power, toilet facilities, hot and cold water;
 - f. Refuse removal.
5. Our Loving Arms Childcare will supply, at its cost, all necessary equipment to support the program, including, but not limited to; sports equipment, games, arts and crafts, tools for homework completion, and snacks and drinks. Our Loving Arms Childcare will provide clean-up after the Program.
 6. Our Loving Arms Childcare agrees to maintain in full force and effect liability insurance covering the operation with limits of not less than One Million Dollars (\$1,000,000.00). Our Loving Arms Childcare shall list SPEED S.E.J.A. #802 as a named insured under Our Loving Arms Childcare insurance policy. Upon request from SPEED S.E.J.A. #802, Our Loving Arms Childcare will provide SPEED S.E.J.A. #802 with a certificate of insurance complying with the foregoing.
 7. Our Loving Arms Childcare agrees to release, hold harmless and indemnify SPEED S.E.J.A. #802, its employees and agents from any kind, and all liability, claims, demands action is or causes of action, of any kind arising out of the operation of the Program. This indemnification does not extend to any claims, damages, losses or expenses caused by, related to, or arising from any defect in, condition of or failure by SPEED S.E.J.A. #802 to provide physical maintenance of its school building and /or grounds or failure by SPEED S.E.J.A. #802 to comply with its other responsibilities under this Agreement.
 8. The term of this Agreement is from January 1, 2015 to June 30, 2015 ("Initial Term"), and will be reevaluated for the following year. The term of this Agreement may only be renewed by written agreement of the Parties within 30 days of the end of the Initial Term.
 9. All notices given by either Party pursuant to the Agreement shall be in writing and be either hand delivered or mailed to the other Party at the addresses indicated below. The terms and conditions set forth in the Agreement shall constitute the entire Agreement between Our Loving Arms Childcare and SPEED S.E.J.A. #802 unless otherwise agreed and shall be binding upon and inure to the benefit of modified at any point upon mutual agreement of both Parties. Such Agreement will be attached to this original by means of an addendum.
 10. Our Loving Arms Childcare agrees to comply with all applicable state and federal laws and regulations governing the Program. All staff from Our Loving Arms Childcare must submit to background checks, including, but not limited to a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database, as required by State law. Staff must also have suitable training before starting the Program.

11. Miscellaneous.

- a. **Governing Law/Jurisdiction.** This Agreement is made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that in the event of any dispute arising from this Agreement that jurisdiction shall be solely fixed in Cook County, Illinois.
- b. **No Joint Venture.** Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture, or employer-employee relationship between the District and Our Loving Arms Childcare. Our Loving Arms Childcare is not and shall not represent itself as the District's agent or representative, or as having an employee status.
- c. **Severability.** If any provision of the Agreement is held to be invalid as applied to any fact or circumstance, it shall not affect the remaining provisions or the same provision as applied to any other fact or circumstance.
- d. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- e. **Attorney's Fees.** In the event any action or proceeding is brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover from the losing Party its reasonable costs and attorneys' fees incurred in such action or proceeding, including any such fees and costs of appeal. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on the majority of counts.
- f. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, either oral or in writing, with respect to the subject matter of this Agreement.
- g. **Assignment/Change of Control.** Neither Party shall assign, sell, permit a change in the majority of its voting equity, encumber, pledge, hypothecate or otherwise transfer this Agreement or any interest in it without the prior written consent of the other Party.
- h. **No Discrimination.** Neither Party shall discriminate against any person on the grounds of race, color, religion, sex, national origin, ancestry, citizenship status, familial status, age, marital status, physical or mental disability, military service, unfavorable military discharge, and/or sexual orientation in discharging their duties and responsibilities under this Agreement.

- i. **Waiver of Breach.** No assent of waiver, express or implied, of any breach of any one or more of the provisions of this Agreement shall be deemed a waiver of any other provision or a waiver of any subsequent breach of the same provision.
- j. **Captions.** The captions used in this Agreement as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this Agreement.
- k. **Authority to Execute.** Each person executing this Agreement hereby represents and warrants that he or she has full authority to execute this document on behalf of the Parties to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

OUR LOVING ARMS CHILDCARE AFTER
SCHOOL PROGRAM, an Illinois
Corporation

SPEED S.E.J.A. DISTRICT 802, an Illinois
School

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date

Prairie-Hills SD144 Homewood SD153 Flossmoor SD161 Matteson SD162 Park Forest SD163 Glenwood SD167

Sauk Village SD168 Ford Heights SD169 Chicago Heights SD170 Sandridge SD172 Steger SD194 Crete-Monee SD201U

Bloom Township HS SD206 Rich Township SD227 Homewood-Flossmoor Community HS SD233