

**AGREEMENT BETWEEN
OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97, Cook County, Illinois
AND
HEPHZIBAH CHILDREN'S ASSOCIATION**

Oak Park Elementary School District 97, Cook County, Illinois ("District 97") and Hephzibah Children's Association ("Hephzibah") (hereinafter collectively referred to as the "Parties") enter into this agreement ("Agreement"). The Parties have entered into this Agreement for the mutual benefit of District 97 students enrolled in Hephzibah's after-school and summer day care programs.

The purpose of this Agreement is to define the fees which Hephzibah agrees to pay to District 97 for custodial services ("Custodial Services") rendered in instances where the custodial schedule is amended to clean the District 97 facilities used by Hephzibah's through the provision of its after school and summer day care programs.

I. Hours of Occupancy When Students are in Attendance ("School Days")

Fee for use of space. At no charge to Hephzibah, District 97 will provide space from 3:00 p.m. to 6:00 p.m. for use by Hephzibah for its after-school day care program on student attendance days during the 2015-16 school year. (A copy of the 2015-16 District 97 school calendar is attached as Schedule 1 to this Agreement.) The school year begins with the first day of student attendance on August 31, 2015 ("Effective Date") and concludes with the last day of student attendance. On School Days Hephzibah will operate its day care program at all eight (8) District 97 elementary schools:

Beye Elementary
Hatch Elementary
Holmes Elementary
Irving Elementary

Lincoln Elementary
Longfellow Elementary
Mann Elementary
Whittier Elementary

II. Non-School Days.

- A. Holidays. A day on which District 97 students are not in attendance and custodians are not scheduled to work will be considered a holiday ("Holiday") under this Agreement. On a Holiday District 97 will provide the use of its facilities to Hephzibah from 7:00 a.m. - 6:00p.m., and Hephzibah will pay to District 97 a fee for Custodial Services at the space used by Hephzibah on Holidays as specified bellow in Sections II.A.1 and II.A.2. For the 2015-16 school year the Holidays will be:

Columbus Day, October 12, 2015
Thanksgiving – Preceding Day, November 25, 2015
Presidents' Day, February 15, 2016

1. Sites. On Holidays, Hephzibah will operate its day care program only at four (4) sites: Lincoln Elementary, Longfellow Elementary, Mann Elementary, and Whittier Elementary. Hephzibah will pay to District 97 a fee for Custodial Services at the space used by Hephzibah on Holidays. District 97 will charge Hephzibah for an annual hourly rate for an entry level custodian, regardless of the actual cost of the custodial services incurred by District 97.
2. Calculation of the Custodial Services fee. The per diem Custodial Services fee per Holiday per site is calculated as follows:

$$11 \text{ hours} \times \$17.81 \text{ per hour} \times 2 \text{ (double time pay)} = \$391.82$$

The per diem rate for Custodial Services of \$391.82 is multiplied by the number of sites and by the number of Holidays. Assuming four (4) sites and four (4) Holidays, the Holiday Custodial Services fee is \$6269.12

B. Winter and spring breaks. School is closed at both winter and spring breaks (“Winter and Spring Breaks”).

1. Sites. During Winter and Spring Breaks, Hephzibah will operate its day care program only at two (2) sites: Mann Elementary and Longfellow Elementary. Hephzibah will pay to District 97 a fee for Custodial Services at the space used by Hephzibah during Winter and Spring Breaks. District 97 will charge Hephzibah for an entry level custodial hourly rate, regardless of the actual cost of the custodial services incurred by District 97.
2. Calculation of the Custodial Services fee. The per diem Custodial Services fee per Winter and Spring Breaks day per site is calculated as follows:

$$3.5 \text{ hours} \times \$17.81 \text{ per hour} \times 1.5 \text{ (time and a half pay)} = \$93.50$$

The per diem rate per site fee for Custodial Services of \$93.50 is multiplied by the number of sites and by the number of Winter and Spring Breaks days. Assuming two (2) sites and ten (10) days, the Winter and Spring Breaks Custodial Services fee is \$1,870.00.

- C. Institute Days. On Teacher Institute Days, Hephzibah will operate its day care program at a either two (2) or four (4) sites, depending on enrollment, from 7:30 a.m. until 6:00 p.m. Hephzibah will notify District 97 of the utilized sites two weeks prior to the Teacher Institute Day.
- D. Half-Days. On Half-Days of school, Hephzibah will operate its day care program at all eight (8) sites from 10:30 a.m. until 6:00 p.m.

E. Last week of school. School is closed subsequent to the last day of instruction (“Last week of school”)

3. Sites. During the last week of school for the days subsequent to the last day of instruction, Hephzibah will operate its day care program only at two (2) sites: Mann Elementary and Longfellow Elementary. Hephzibah will pay to District 97 a fee for Custodial Services at the space used by Hephzibah during the last week of school for the days subsequent to the last day of instruction. District 97 will charge Hephzibah for an entry level custodial hourly rate, regardless of the actual cost of the custodial services incurred by District 97.
4. Calculation of the Custodial Services fee. The per diem Custodial Services fee per Winter and Spring Breaks day per site is calculated as follows:

$$3.5 \text{ hours} \times \$17.81 \text{ per hour} \times 1.5 \text{ (time and a half pay)} = \$93.50$$

The per diem rate per site fee for Custodial Services of \$93.50 is multiplied by the number of sites and by the number of days during the last week of school that are subsequent to the last day of instruction. Assuming two (2) sites and three (3) days, the last week of school Custodial Services fee is \$1,870.00.

F. Summer day care.

- a. Site. During the summer of 2016 (“Summer 2016”) Hephzibah will operate its day care program at Longfellow Elementary. District 97 reserves the right to substitute a comparable District 97 site in the event annual Capital Project work requirements affect the space at Longfellow Elementary. In the event a site substitution is warranted, District 97 will notify the Day Care Director of Hephzibah in writing to the address listed for Hephzibah on page 6 of this Agreement no less than ninety (90) days in advance of the first day of the Summer 2016 day care program to allow Hephzibah adequate time adjust its programming to the substitute site and notify Summer 2016 day care parents of the change.
- b. Calculation of the Custodial Services fee. Hephzibah will pay to District 97 a fee for Custodial Services rendered in the space Hephzibah uses at Longfellow Elementary during Summer 2016. District 97 will charge Hephzibah for an entry level custodial hourly rate, regardless of the actual cost of the custodial services incurred by District 97. The per diem Custodial Services fee per day for Summer 2016 is calculated as follows:

$$3.5 \text{ hours} \times \$17.81 \text{ per hour} \times 1.5 \text{ (time and a half pay)} = \$93.50$$

The per diem fee for Custodial Services of \$93.50 is multiplied by the number of days Hephzibah operates its day care program during Summer 2016. Hephzibah will notify the Assistant Superintendent for Finance and Operations at District 97 of the number of days Hephzibah will operate its day care program during Summer 2016 within thirty (30) days of District 97’s written notification of the first day of the 2016-17 school year to the Day Care Director at Hephzibah. In past years the summer day program has averaged between 45 and 50 days.

- c. Additional flat Custodial Services fee. In addition to the hourly Custodial Services fee outlined in the proceeding section, Hephzibah will pay District 97 a flat fee of \$4,590.00 for custodial costs associated with cleaning of the summer site space at the conclusion of the Summer 2016 day care program.

III. Documentation required prior to Effective Date.

Prior to the Effective Date occupancy for the 2015-16 school year, and before Hephzibah students enter District 97 facilities (sites) Hephzibah will provide District 97 with the following:

- A. Hephzibah shall provide District 97 with evidence that the State of Illinois and Village of Oak Park have licensed each site as a day care center for school-aged children. Any alteration of the premises to make the site licensable must be approved in writing by District 97 prior to any alteration of the premises. The cost of any alterations to make a site licensable shall be borne by Hephzibah.
- B. Hephzibah will provide District 97 with appropriate Certificates of Insurance having obtained an insurance policy from an insurer, authorized to issue such policies in the State of Illinois, insuring District 97 against risks and losses, incident to the rental, leasing or any other use of such facility. Such policy shall be in an amount of not less than \$1,000,000 and name District 97 as an additional insured.

IV. Invoicing of Custodial Services Fees.

District 97 will invoice Hephzibah for Custodial Services fees on an annual basis before the close of the June 30th fiscal year. Invoices should be sent to the Day Care Director of Hephzibah to the address listed for Hephzibah at the address on page 6 of this Agreement. Hephzibah will remit payment of invoices to the Assistant Superintendent for Finance and Operations of District 97 to the address listed for District 97 on page 6 of this Agreement.

GENERAL CONDITIONS

1. Any time District 97 employees perform work pursuant to this Agreement, Hephzibah will be responsible for paying for time used as defined in Section 2 ABC as provided for in the SEIU Custodial/Maintenance contract if custodial work requested falls within the relevant conditions for premium pay.
2. All rates in this Agreement are valid only to the 2015-2016 school year and Summer 2016. Rates for subsequent years will be defined in the SEIU Custodial/Maintenance contract.
3. The Custodial Services fees outlined in this Agreement have been calculated using the number of sites (four (4) for Holidays, two (2) for Winter and Spring Breaks and the last week of school) and days set forth in this Agreement. In the event the number of sites or days is to increase (decrease), District 97 will provide to the Day Care Director at Hephzibah a written addendum to this Agreement within thirty (30) days of the change. The addendum will include a detailed calculation

of the increase (decrease) in Custodial Service fees. In the event Hephzibah owes additional Custodial Services fees to District 97, Hephzibah will remit these fees within fifteen (15) days of receipt of the addendum. In the event the Custodial Service fees decrease, the amount of the decrease will be netted against the next payment Hephzibah makes to District 97.

3. Summer 2016 day care program:
 - a. Longfellow Elementary School will be the designated summer site. Any changes to this site location should be agreed upon ninety (90) days prior to the proposed change.
 - b. Hephzibah will be responsible for the costs of cleaning the spaces utilized by its Summer 2016 day care program as specified above in Section II.C.(c.).
 - c. The parties understand that the Hephzibah summer program is expected to be conducted for a period of time not exceeding fifty program days.
 - d. Will run between 45-50 consecutive week days (Monday-Friday) with the exception of July 4, 2016. Hephzibah shall inform the Assistant Superintendent for Finance and Operations at District 97 in writing to the address listed for District 97 on page 6 of this Agreement of its Summer 2015 day care program calendar no later than March 1, 2016. In order to facilitate summer cleaning, the Parties will use good faith to arrive at a mutually agreed date for the Summer 2016 day care program to vacate the summer site after the conclusion of the summer program. However, if mutual agreement cannot be reached at least twenty (20) days before the conclusion of the Summer 2016 day care program, District 97 may set the date by which Hephzibah must vacate the summer site. It is expected that a District custodian or other employee will be on the premises at all times when Hephzibah is occupying the premises for its Summer 2016 day care program.
4. Hephzibah will provide District 97 with written assurances that no individual will be denied service based on sex, race, color, religion, ancestry, sexual orientation, or national origin.
5. The Superintendent reserves the right to alter the schedule with sufficient notice to accommodate District 97 needs such as early Wednesday dismissals of staff development. On such occasions, every effort will be made to schedule space cooperatively with Hephzibah and within DCFS licensing regulations. For example, the typical schedule is altered for after-school care on early Wednesday dismissal days.
6. Site selection will reflect the mutual convenience of District 97 and Hephzibah, maintenance of racial diversity and reasonable class sizes as well as the best interests of the children who will be served in this program.
7. The use of the facilities after 6:30 p.m. requires permission of the school principal.
8. Hephzibah will cancel its day care program on days when District 97 classes are cancelled due to an emergency or severe weather conditions.
9. The School District will provide the following, without cost to Hephzibah: tables and chairs, large garbage receptacles, waste baskets, push brooms, bucket and wet mops (as needed), toilet paper, paper towels, soap and trash can liners.
10. Extermination for insects and rodents will be provided by District 97 on a regular basis, as well as radon testing every four years.

11. The Hephzibah staff will follow energy conservation rules established by District 97.
12. Telephones, when needed, will be provided. The costs will be borne by Hephzibah.
13. District 97 will provide a liaison to work with the Day Care Director at Hephzibah to ensure both Parties remain in compliance with this Agreement. The Hephzibah Executive Director and the Superintendent of Schools of District 97 will be mutually responsible for resolving all conflicts arising from this Agreement.
14. Hephzibah will be responsible for damage to property caused by students or staff in the Hephzibah program and will make timely payment for repairs required.
15. Hephzibah will provide the District 97 Board of Education an annual report summarizing activities conducted at District 97 sites for the school year.
16. Before any Hephzibah employee and/or agent performs work on District 97 premises, s/he shall submit to a criminal history records check with the Illinois State Police and the Federal Bureau of Investigation (which involves a fingerprint check), and check of the Statewide Sex Offender Database and Statewide Child Murderer and Violent Offender Against Youth Database. The cost of these criminal background checks shall be paid by Hephzibah.
17. Any substantive changes to this Agreement will be brought to the District 97 Board of Education and the Hephzibah Board of Directors for approval. All amendments to this Agreement must be in writing signed by both Parties.
18. All communications between Hephzibah and District 97 related to this Agreement should be sent to the Parties at the addresses listed for the Parties on page 6 of this Agreement.
19. This Agreement may be terminated with a ninety (90) day written notice by either District 97 or Hephzibah.

The Parties have executed this Agreement by their duly authorized representatives.

Board of Education
Oak Park Elementary School District No. 97
970 Madison Street
Oak Park, IL 60302

Hephzibah Children's Association
1144 W. Lake Street, 5th Floor
Oak Park, IL 60301

By:

By:

Dr. Carol Kelley, Superintendent

Mary Anne Brown, Executive Director

Date:

Date: