

## CONTRACT - LATCHKEY SERVICES

This Agreement was entered into on this 30<sup>th</sup> day of July 2024 by and between the Board of Education of Dupo Community Unit School District No. 196 (hereafter known as “the District”) and Dee Dee’s Learning Academy (hereafter known as “Latchkey Provider”). The Agreement was ratified by the Board Resolution adopted 30 July 2024 as shown in the official minutes of the meeting held on that date.

WHEREAS, The District is a public school district organized under the law of the State of Illinois, which operates Bluffview Elementary School in the Village of Dupo, County of St. Clair, State of Illinois; and

WHEREAS, the parents of students at Bluffview Elementary School have requirements for after school child care for their children; and

WHEREAS, the District has available space to offer for an after school child care program, in a location which would be convenient to the parents of Bluffview Elementary School students; and

WHEREAS, Latchkey Provider is a business licensed as a daycare center under the laws and regulations of the State of Illinois, and which represents itself as ready, willing and able to provide such after school child care to the parents of Bluffview Elementary School students.

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants, and provisions contained herein, and other good and valuable consideration, the sufficiency of which the Parties to this Agreement hereby acknowledge is sufficient, the Parties agree as follows:

**1. Scope.** In this Agreement between Latchkey Provider and the District (collectively “the Parties”), the District grants Latchkey Provider an exclusive license to operate after school child care services (“Latchkey Services”) for students of Bluffview Elementary School in Dupo, Illinois, a school within the District, under the terms and conditions contained herein. Latchkey Provider agrees that it will provide Latchkey Services under the terms and conditions contained herein, in addition to all obligations imposed on child care providers by the laws and regulations of the State of Illinois.

**2. Term of Agreement.** Latchkey Provider shall provide the Latchkey Services under this Agreement from August 15, 2024, to June 1, 2025, or the last day of the 2024-25 school year, whichever comes later; unless extended or terminated early under the terms of this Agreement.

**3. School Calendar and Hours.** Latchkey Provider shall provide Latchkey services on each and every day during the school year when Bluffview Elementary students are in attendance and school lunch is served, beginning at the time of student dismissal and ending at 6pm. Latchkey Provider agrees to coordinate and accommodate the District's needs in accordance with the District's return to school plan.

**4. District Facilities and Monthly Usage Fee.**

4.1 Latchkey Provider shall provide Latchkey Services in designated areas ("Latchkey Facilities") within Bluffview Elementary School.

4.2 In consideration for the use of rooms for the Latchkey Facilities, Latchkey Provider agrees to pay to the District thirty-five dollars (\$35.00) per each day per room Latchkey Services are provided, which shall be paid by the Latchkey Provider on or before the first day of each month for the preceding month (e.g., the payment for August is due September 1).

4.3 Latchkey staff will wear name tags or badges at all times while using Bluffview Elementary facilities.

4.4 The Latchkey Provider shall sweep and straighten the Latchkey Facilities at the end of every day, and clean up any unsanitary conditions. District shall empty the wastebaskets within the Latchkey Facilities.

4.5 Latchkey Provider is only authorized to use the Latchkey Facilities for the purpose of providing Latchkey Services under this Agreement, and is only authorized to be present in the Latchkey Facilities while performing Latchkey Services and as otherwise approved by the District Superintendent. Latchkey Provider may store equipment and supplies in the Latchkey Facilities after notification and approval of the Superintendent.

4.6 By executing this Agreement, Latchkey Provider warrants that it has inspected the facility and has found it satisfactory for the provision of Latchkey Services.

**5. Relationship.** The Parties covenant and agree that the relationship of Latchkey Provider to the District shall be, in all respects related to the performance of this Agreement, that of an Independent Contractor. Latchkey Provider acknowledges that it has a separate and distinct legal relationship with the parent(s) of each child for whom it provides Latchkey Services.

**6. Payment for Latchkey Services.** Payment for Latchkey Services will be made by the parents of each participating student to the Latchkey Provider. Latchkey Provider acknowledges that the District has no responsibility to collect payments on behalf of Latchkey Provider.

7. ***Qualifications of Employees.*** Latchkey Provider agrees to only employ persons meeting the following qualifications to perform Latchkey Services under this Agreement.

7.1 Latchkey Provider shall ensure that all of its employees who may potentially be present on District property or have any contact with students have, within six (6) months prior to being assigned, successfully passed a criminal background check as set forth below. The criminal background check must include a FBI and Illinois State Police criminal history records check using fingerprint identification and checks of the Statewide Sex Offender Database and Statewide Child Murderer and Violent Offender Against Youth Database.

7.2 To supervise the Latchkey Services, the Latchkey Provider shall employ a child care director who has passed the background check requirements stated above and who meets the standards set forth in Title 89 Section 407.130 of the Illinois Administrative Code.

7.3 In addition, all employees of Latchkey Provider who have contact with students on a regular basis must be certified and meet the requirement for first-aid, Heimlich maneuver, and cardiopulmonary resuscitation (CPR) found in Title 89 Section 407.100(h) of the Illinois Administrative Code.

8. ***Provision of Services.*** Latchkey Provider agrees to devote such time, skill, labor and attention to this endeavor during the term of the Agreement as to perform Latchkey Services for the parents of the District as set forth in this Agreement, and agrees to perform said Latchkey Services in full compliance with all applicable laws and regulations, including, but not limited to, Title 89 Part 407 of the Illinois Administrative Code.

8.1 Latchkey Services shall be provided only to students who are attending Bluffview Elementary School in good standing.

8.2 Latchkey Services shall be furnished to all Bluffview Elementary students on an equal opportunity basis, without regard to race, ethnicity, national origin, gender, disability or any other legally protected status. Latchkey Provider agrees to make reasonable accommodations for students with disabilities.

8.3 Latchkey Provider shall assign sufficient qualified staff to ensure that the child to staff ratio will at no time exceed 15 to 1.

8.4 Latchkey Provider shall establish and enforce reasonable rules of conduct and discipline for students while receiving Latchkey Services. The Latchkey Provider will have the authority to ban particular student from the program for repeated or serious violations of the rules. The rules of the Latchkey Provider may not conflict with District policies. Corporal punishment shall not be used under any circumstances.

8.5 Latchkey Provider shall conduct enrichment programs and activities for students receiving Latchkey Services, in accordance with a written curriculum created and maintained by the Latchkey Provider. Latchkey Provider shall conduct enrichment programs and activities in accordance with the enrichment programs as proposed by Latchkey Provider in its proposal, which is incorporated herein by this reference. Latchkey Provider and District officials will confer periodically on the effectiveness of, and possible improvements to, the Latchkey enrichment programs.

8.6 Latchkey Provider agrees to operate the Latchkey Services according to all regulations and requirements by the Illinois State Board of Education, Illinois Department of Public Health, St. Clair County Health Department, and State of Illinois.

**9. Insurance.** The Latchkey Provider, at its sole cost and expense, shall provide and maintain insurance coverage throughout the entire term of the contract as described herein. All policies shall be written by a company duly licensed and authorized to write such coverage in the State of Illinois.

9.1 Latchkey Provider shall provide liability insurance covering all operations in connection with the performance of this Agreement. Liability insurance must include a sexual abuse/molestation endorsement applicable to employees of Latchkey Provider, and must meet or exceed the following coverage limits:

**BASIC UNDERLYING LIMITS**

Bodily Injury	\$1,000,000	per person
	\$1,000,000	per accident

**SECONDARY BLANKET**

UMBRELLA COVERAGE	\$10,000,000
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9.2 The Latchkey Provider's liability policy will list as additional named insureds the District and its Board of Education, both individually and collectively, and all agents, representatives and employees of the Latchkey Provider and the District. Each policy will affirmatively state that the coverage therein described will not be cancelled until at least thirty (30) days prior written notice has been given to the District.

9.3 Latchkey Provider, at its sole cost and expense, will also provide and maintain property/casualty insurance on any property it maintains at the Latchkey Facility, in an amount sufficient to replace said property.

9.4 Latchkey Provider, at its sole cost and expense, will also provide and maintain Workmen's Compensation Insurance for its employees as required by law, covering all operations in connection with the performance of this Agreement.

9.5 Certificates of insurance, acceptable to the District, will be submitted to the District Superintendent by the Latchkey Provider prior to the commencement of any activity under this Agreement.

**10. Indemnification.** The Latchkey Provider shall indemnify, defend, and hold harmless District from and against all costs, expenses (including reasonable attorney's fees), fines, suits, claims, demands, liabilities and actions resulting from any breach, violation or nonperformance of any condition of this Agreement or from any negligent act or omission of Latchkey Provider or its employees, agents or contractors, except to the extent that any such liability, loss or other damage claims or obligations are attributable to the negligence of District, its employees or agents.

**11. Reports and Documentation.**

11.1 Latchkey Provider shall furnish the following documentation to the District Superintendent at least ten (10) days prior to the initial day of student attendance; and will provide the District updated documentation immediately whenever there is a change to the following documents during the term of this Agreement:

- a. A valid and appropriate license to operate as a child care center in accordance with the laws of the State of Illinois.
- b. Certificates of insurance for insurance as required by the terms of this Agreement.
- c. Results of background checks for all Latchkey Provider employees who may or will be on District premises.

11.2 Upon request of the District Superintendent, Latchkey Provider shall provide for inspection any and all records maintained by Latchkey Provider regarding the performance of this Agreement, including but not limited to, attendance, enrichment activities and incident reports.

11.3 Immediately after the occurrence, Latchkey Provider shall provide District officials documentation describing: any incident which may have resulted in injury to a student and any disciplinary incident involving violence or threat of violence.

11.4 Failure to furnish documentation or reports under this provision will be considered a breach of this Agreement.

**12. Breach of Agreement.** Failure by Latchkey Provider to fulfill the obligations set forth in this Agreement shall be considered a violation of this Agreement and may be relied upon by the Board to terminate this Agreement.

### **13. Termination.**

13.1 Termination for Cause. Throughout the term of this Agreement, the Agreement shall be subject to termination by the District for cause. Failure to comply with the terms and conditions of this Agreement shall be sufficient cause for termination of the Latchkey Agreement.

13.2 Termination by Mutual Agreement. During the term of this Agreement, the Board and Latchkey Provider may mutually agree, in writing, to terminate this Agreement.

**14. Renewal.** By March 1 of the contract year, the District may contact the Latchkey Provider in writing, and inquire as to the Latchkey Provider's willingness to extend the Agreement for the following school year. In such request the District will notify Latchkey Provider of any increase in its monthly usage fee. The Latchkey Provider will respond in writing by April 1 of that same contract year as to its willingness to extend the Agreement, and must include in its response whether it proposes to raise the monthly cost for Latchkey Services. If both parties have expressed the intent to extend the Agreement per the foregoing, following an affirmative vote of the District Board of Education the term of the Agreement will be extended for one (1) school year.

### **15. Miscellaneous.**

15.1 This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

15.2 Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

15.3 The Parties acknowledge that they have had the opportunity to have the terms of this Agreement reviewed by the legal counsel of their choice, and that they have been given the opportunity to propose changes to the Agreement.

15.4 This Agreement may be executed in one or more counter parts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

15.5 This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, or communications between the parties concerning such subject matter whether oral or written.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first written above.

DEE DEE'S LEARNING ACADEMY

BOARD OF EDUCATION  
DUPO CUSD 196

By: \_\_\_\_\_  
Dee Keys, Owner

By: \_\_\_\_\_  
Linda Stoll, President

Date: \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
Monte Miller, Secretary

Date: \_\_\_\_\_