

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN PLEASANTDALE SCHOOL DISTRICT 107 AND
PLEASANT DALE PARK DISTRICT FOR THE OPERATION OF
A BEFORE AND AFTER SCHOOL PROGRAM**

This agreement is made and entered into on the date(s) hereinafter set forth by and between the BOARD OF EDUCATION of PLEASANTDALE SCHOOL DISTRICT 107, (“DISTRICT 107”), and the BOARD OF COMMISSIONERS of PLEASANT DALE PARK DISTRICT, (“PARK DISTRICT”), sometimes collectively referred to for convenience as the “Parties.”

WITNESSETH:

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes units of local government, such as school boards, park districts, and municipalities to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the *Intergovernmental Cooperation Act* (5 ILCS 220/3) provides that any powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law; and

WHEREAS, Section 5/10-22.11 of the *Illinois School Code* empowers boards of education to lease or allow the use of school property for appropriate purposes, when such property is not required for its main educational programs; and

WHEREAS, PARK DISTRICT has asked to operate a before and after school program in DISTRICT 107’s facilities during DISTRICT 107’s 2018-19 regular school session; and

WHEREAS, it is the intent of the Parties that DISTRICT 107’s resident students be able to participate in the before and after school program to be operated by PARK DISTRICT in DISTRICT 107 facilities, and the Parties wish to provide for the terms and conditions thereof in this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, it is hereby understood and agreed by and between DISTRICT 107 and PARK DISTRICT as follows:

1. **BEFORE AND AFTER SCHOOL PROGRAM AND SERVICES.** PARK DISTRICT agrees to operate a before and after school program (hereinafter “Program”) for students who reside in DISTRICT 107 and are enrolled in DISTRICT 107 schools in pre-kindergarten through Grade 8. The Program shall be offered at Pleasantdale Elementary School owned by DISTRICT 107 and located at 8100 School Street, La Grange, Illinois. The Program shall correspond with District 107’s 2018-19 regular school attendance schedule and school calendar. In general, the Program shall operate between the hours of 6:15 a.m. and start of school and end of school day and 6:00 p.m.; however, additional or revised hours of operation may occur to conform to DISTRICT 107’s schedule.

The Program shall be operated for the benefit of DISTRICT 107 students only. The Program shall be operated in the All Purpose Room of Pleasantdale Elementary School. DISTRICT 107 shall also provide PARK DISTRICT with access to a locked storage closet for the storage of its Program equipment and supplies.

2. **TERM.** The term of this Agreement shall commence upon the commencement of District 107's regular school session and shall terminate after the full provision of the Program services has been completed, which shall occur no later than the conclusion of District 107's 2018-19 regular school session.
3. **RIGHT TO TERMINATE.** Upon 30 days' prior written notice, DISTRICT 107 shall have the right to terminate this Agreement. In such event, PARK DISTRICT shall have 30 days to move this program to a Park District site.
4. **PAYMENT.** Payment for the Program shall be made directly to PARK DISTRICT by students of the Program and their parent(s)/guardian(s) individually.
5. **EMPLOYMENT OF PERSONNEL.** PARK DISTRICT shall bear sole responsibility for the provision and employment of, and payment to, all properly trained, adult personnel who will operate, supervise, and provide the services offered to DISTRICT 107 students during the Program. PARK DISTRICT shall bear sole responsibility for federal and state tax and FICA withholdings, deductions for and payment to applicable pension programs and for all workers' compensation insurance and liabilities related to the employment of personnel who provide services in the Program.
6. **EMPLOYEE CRIMINAL BACKGROUND CHECKS.** In accordance with Section 10-21.9 of the *School Code*, PARK DISTRICT will provide, at PARK DISTRICT's expense, criminal background checks for any of its employees that will have direct, daily contact with the students enrolled in the Program. The criminal background check must have been completed within one year prior to the effective date of this Agreement. PARK DISTRICT shall provide the criminal background reports to DISTRICT 107's Superintendent of Schools and the Superintendent agrees to keep all information obtained strictly confidential.
7. **PROHIBITION AGAINST ALOCOHOL/DRUG USE.** No employee of PARK DISTRICT shall use alcohol or drugs or permit any students to use alcohol or drugs during the operation of the Program.
8. **COMPLIANCE WITH DISTRICT 107's POLICIES, RULES, AND REGULATIONS - USE OF SCHOOL FACILITIES.** PARK DISTRICT and all PARK DISTRICT employees who participate, supervise or are otherwise engaged in the operation of the Program shall, during the operation of the Program, comply with DISTRICT 107's policies, rules, and regulations regarding the use of DISTRICT 107's facilities for the operation of the Program. The failure of PARK DISTRICT and all PARK DISTRICT employees to comply with

DISTRICT 107's policies, rules, and regulations shall be considered a material breach of this Agreement and will constitute cause for termination of this Agreement. PARK DISTRICT shall be solely responsible for applicable HVAC utility charges assessed by DISTRICT 107 for the use of DISTRICT 107's facilities for the operation of the Program, and shall be solely responsible for any indemnification or hold harmless required of PARK DISTRICT by DISTRICT 107 in order to utilize DISTRICT 107's facilities.

9. **COMPLIANCE WITH LAW.** PARK DISTRICT and all PARK DISTRICT employees who participate, supervise or are otherwise engaged in the operation of the Program shall comply with all applicable laws and regulations, including, but not limited to, federal, state and local laws and ordinances.
10. **STUDENT BEHAVIOR.** PARK DISTRICT agrees to enforce appropriate student discipline during the Program.
11. **INDEMNIFICATION OF DISTRICT 107.** PARK DISTRICT agrees to hold harmless, indemnify and defend DISTRICT 107, its board of education, its members, employees, agents, representatives, volunteers, and successors, either jointly or severally, from and against any and all liability claims, demands, or causes of action, costs or expenses, including, but not limited to reasonable attorneys' fees and court costs, attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property and resulting from or arising out of or in connection with the operation of the Program. PARK DISTRICT's obligations under this Section shall remain in full force and effect after termination of this Agreement.
12. **INSURANCE.** PARK DISTRICT shall maintain during the term of this Agreement, for the protection of PARK DISTRICT and DISTRICT 107, liability insurance in the amount of two million dollars (\$2,000,000.00) covering claims arising from the operation of the Program, including, but not limited to, liability coverage for the indemnification obligation under Section 11 of this Agreement. A copy of PARK DISTRICT's certificate of liability insurance evidencing its liability insurance policies and coverages, in a form satisfactory to DISTRICT 107, will be provided to DISTRICT 107 within five (5) days of its execution of this Agreement and shall be appended to this Agreement as Exhibit A and incorporated by reference herein.
13. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions and promises of the Parties hereto. No modification or waiver of any provision of this Agreement shall be valid or binding unless in writing and signed by both Parties.
14. **AUTHORITY.** Each of the Parties represents and warrants to the other Party that it has the right, power, and legal authority to enter into and fully perform the Agreement in accordance with its terms and that this Agreement, when executed and delivered by the Parties, will be a legal, valid, and binding obligation enforceable against the Parties in accordance with its terms.

15. **NON-WAIVER OF TERMS.** All rights, powers, and privileges conferred hereunder upon the Parties shall be cumulative and not restrictive of those given by law. No failure of either Party to exercise any power given hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of the right of either Party to demand exact compliance with the terms of this Agreement.
16. **NO ASSIGNMENT.** This Agreement and any rights herein granted are personal to the Parties hereto and shall not be assigned, encumbered, or otherwise transferred by PARK DISTRICT without the prior written consent of DISTRICT 107. Any attempt at assignment in violation of this Agreement, encumbrance, or other transfer, whether voluntary or by operation of law, shall be void and of no force and effect.
17. **GOVERNING LAW.** This Agreement shall be governed and construed and the legal relations shall be determined in accordance with the laws of the State of Illinois.
18. **BINDING EFFECT.** Subject to the provision of this Agreement governing assignment, the Agreement shall be binding upon and inure to the benefit of the successors of the Parties hereto.
19. **NOTICES.** Notice by either Party is deemed given when mailed, postage prepaid, certified, return receipt requested, addressed to the other Party at the address appearing below:

To the Board of Education and/or Superintendent:

Board of Education
Pleasantdale School District 107
7450 S. Wolf Road
Burr Ridge, IL 60527

To the Board of Commissioners and/or Executive Director:

Board of Commissioners
Pleasant Dale Park District
7425 S. Wolf Road
Burr Ridge, IL 60527

Either Party may, by written notice to the other, change the address to which any such communications shall be sent. After notice of such change has been received, any communications shall be sent directly to such Party at such changed address.

20. **HEADINGS.** The Agreement heading and all paragraph headings are for quick reference and convenience only and do not alter, amend, explain, or otherwise affect the terms and conditions appearing in this Agreement.

- 21. **SEVERABILITY**. If any provision(s) of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.
- 22. **EFFECTIVE DATE**. This Agreement shall become effective upon approval by PARK DISTRICT and DISTRICT 107 and execution by both Parties.
- 23. **RENEWAL OR EXTENSION**. This Agreement may be renewed or extended upon the mutual agreement of both Parties upon the same terms set forth above or upon such different terms that the Parties may agree upon.

IN WITNESS WHEREOF, DISTRICT 107 and PARK DISTRICT have executed this Agreement on the date(s) set forth below.

BOARD OF COMMISSIONERS OF
 PLEASANT DALE PARK DISTRICT
 Cook County, Illinois

BOARD OF EDUCATION OF
 PLEASANTDALE SCHOOL
 DISTRICT 107, Cook County, Illinois

By: _____

By: _____

President

Date: _____

Attest: _____

Secretary

Date: _____

EXHIBIT A

CERTIFICATE OF INSURANCE FOR PARK DISTRICT